

## Technical paper on Bribe Island breakthrough potential causes Simple Request for Quote

[Procurement Activity ID and Title]

You are invited to submit a quote in accordance with this Request for Quote.

Section 1 – Request for Quote	
<b>Customer Details</b>	The State of Queensland acting through the Department of Environment and Science ABN: 46 640 294 485
<b>Contact Officer</b>	Project Officer Name, Position and Branch Street Address Postal Address Phone Email
<b>Request for Quote Details</b>	
<b>Date of Issue</b>	
<b>Closing Date and Time</b>	XX:XX am/pm Queensland Time on [DD/MM/YYYY]
<b>Submission Requirements</b>	Quotes and all supporting documentation must be emailed to the contact officer by the closing date and time.
<b>Offer Validity Period</b>	All quotes submitted will remain valid and open for acceptance for 30 calendar days.
<b>Conditions:</b> the following conditions apply to this Request for Quote and the resulting purchase of goods and services	
<b>Conditions of Offer</b>	This Request for Quote (RFQ) process will be governed by the RFQ Conditions contained in Schedule A.
<b>Conditions of Contract</b>	The Basic Purchasing Conditions will apply to the contract formed with the successful Supplier. The Conditions are available at the <a href="#">Department of Energy and Public Works website</a> . The definitions and rules of interpretation applicable to the Contract are available on the <a href="#">Department of Energy and Public Works website</a> . A contract will not be formed until the Customer provides formal notice to the Supplier that the Supplier's the offer has been accepted. For the purposes of the Contract Conditions, the 'Contract Details' or 'Details' refers to this document and any Purchase Order issued to the successful supplier. The <a href="#">Supplier Code of Conduct</a> details the behavioural standards and principles expected of suppliers. The successful Supplier is required to comply with the <a href="#">Supplier</a>

**Commented [BL1]:** This is a suggested template for use in developing an RFQ document which is to establish a Basic Order for a simple purchase under \$20,000. Buyers need to ensure that the document which is ultimately developed is suitable and appropriate for their individual procurement purposes. All areas highlighted in yellow should be completed by the buyer prior to issuing to the suppliers for quotes.

**Commented [LR2R1]:** Check if is more than \$20,000 use different RFQ template

**Commented [BL3]:** Insert details of contact officer for the Request for Quote – that is, the person managing the RFQ process and receipt of offers from suppliers. **NOTE: contact officer cannot be the Financial Delegate.**

**Commented [LR4R3]:** This wont be QGHL but higher I believe

**Commented [LR5]:** Might have to change to DES?

**Commented [LR6]:** Same check if needs to be DES

Code of Conduct and the Queensland Government's Ethical Supplier Threshold.

**Section 2 - Requirements [delete rows not applicable; amend as necessary]**

**Description of goods and/or services required**

Describe Specification / Scope of Works. The Specification should contain enough information for Suppliers to determine if they can meet the requirements and to accurately price their quote. If necessary, refer to an attached specification document.

The specification should include:

- Customer objectives of the purchase
- Full description of the goods and/or services

**Background:**

Bribie Island is a barrier island approximately 34km in length located in South East Queensland, Australia, and provides protection for a large portion of the mainland Sunshine Coast community. The northern end of Bribie Island consists of a ~4 km narrow spit like sand barrier, which has experienced a long-term trend of erosion. In January 2022 the Northern section of Bribie Island experienced significant erosion caused by unusually high tides and large waves associated with Cyclone Seth. The erosion caused by this weather system has resulted in a breakthrough, forming a new tidal entrance approximately 300m wide, which is expected to continue to expand. This event is not the first time storm waves have caused severe erosion on Bribie Island, TC Oma in 2018 caused erosion in a number of locations, additionally a low pressure system in December 2020 caused severe wave overtopping. These events have generated substantial community concern regarding the causes of the breakthrough event, particularly if it was due to natural coastal process or human induced. DES would like to engage an independent reviewer to investigate several potential causes of erosion and breakthrough at Bribie Island and prepare a Technical Paper as well as a presentation. Bribie Island has recently experienced a breakthrough in front of Golden Beach. Community member expressed their concerns about the causes of this breakthrough event. DES would like to engage an independent reviewer to investigate several potential causes of erosion at Bribie Island and prepare a Technical Paper as well as a presentation.

Some Introduction of the area (Elysia can you write something based on Sel's notes)

The 4 (or 5) potential causes of erosion includes (but not limited to):

1. Dredging at Spitfire Channel near Cowan Cowan on Moreton Island to extract sand for building and construction (concrete).
2. Dredging of the navigation channel approximately 1km offshore from northern Bribie Island by Port of Brisbane.
3. Ship wake from the commercial shipping using the navigation channel.
4. The historical development of Lamerough Canal at southern Golden Beach which is pushing the main tidal channel against Bribie Island
5. Storm wave events/ natural coastal processes

To examine the effect of For Ship wake DES is planning to deploy a wave buoy near ~~near~~ the navigation channel in line with the breakthrough site to measure waves for x months. Additionally, 3 light tide gauges are proposed to be installed

Commented [LR7]: Need to think about the specifics here,

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at x, x and x to monitor the tidal regime.

**Objectives:**

Technical paper to investigate potential causes of island erosion, including particular potential the human induced causes suggested by the community.

- Investigate and advise on Determine the potential causes of erosion and breakthrough from existing literature, and recommendations for further study, monitoring and investigations
- Prepare a short technical synthesis paper and presentation (including presenting) for community consultation

**Exclusions:**

No coastal modelling required  
No additional data collection envisioned

**Available documentation and data:**

Available rReference materials that will be made available includes, but is not limited to, the following:

- Wave and tide data, note locations
- Previous prepared reports
- Qld Globe imagery (available online)?
- EPP approvals for dredging (incl. supporting documents)
- Reports from Sunshine Coast Council: SEMP and Bribie Island Tidal Breakthrough Risk Assessment Study (2009?)
- Reports from PoB dredging
- Bathymetry and drone LiDAR surveys list dates
- etc

**Scope:**

DES requires understanding and comprehensive explanation of potential causes of the coastal erosion at Bribie Island, specifically related to the recent breakthrough in front of Golden Beach. This technical paper shall inform DES and the community on the likely causes of the erosion as well as recommendations for future study and data capture.

**Inception meeting**

The consultant will arrange and facilitate an inception meeting with the DES project officer and representatives. The intent of this meeting is to clarify and agree on key requirements of the project including methodology to undertake the full scope of the project. Key themes of the meeting will include but not to be limited to the following:

- Expected outcomes and objectives of this engagement
- Confirmation of requirements
- Questions in regard to available data and reports
- Methodology to complete report
- Program of work with proposed deadlines and DES project officer involvement/ review
- Roles and responsibilities of the project team
- Arrangements for progressive reporting to DES project officer

**Commented [PB8]:** It is my understanding that this report is required quickly so this may not be available in time.

**Commented [PB9]:** What are these? The ones mentioned above?

**Commented [PB10]:** Do we have these?

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	<p>Consultant to prepare and circulate meeting minutes to all attendees for review and confirmation within 5 business days after the meeting.</p> <p><b>Review existing data and documents + literature review</b></p> <p>A comprehensive understanding of the current and past coastal processes and human interventions is needed for this study. The consultant is to undertake a review and, only where necessary, desktop analysis of:</p> <ul style="list-style-type: none"> <li>- Current and past information about Bribie Island and human interventions in the area that could potentially cause erosion</li> <li>- Local coastal processes studies</li> <li>- Analysis of obtained data sets: tide, waves, bathymetry and imagery</li> <li>- Other studies relevant to the area and topic</li> </ul> <p>The reference material available is extensive and this study should rely on previous work and obtained datasets where appropriate. The consultant should further collate and contextualise historical data if required and establish links to potential causes of erosion at Bribie Island.</p> <p>References should be provided for other literature that may be used.</p> <p><b>Identification of potential causes of erosion and their likelihood of occurring</b></p> <p>The review described above will identify potential causes of erosion and the data should give an insight into the likelihood of occurring. A detail description of the potential causes of erosion should be given and evidence of occurring or not occurring prepared.</p> <p><b>Report and Presentation</b></p> <p>Draft and Final (community layman and DES more technical? Or technical paper with a summary for layman?)</p> <p>Presentation at community forums</p> <p>Timeframe: 10 weeks?</p>
<p><b>Deliverables / Milestones</b></p>	<p>Insert details or any key deliverables or milestones</p> <p><b>Deliverables:</b></p> <p>Report and Presentations</p> <p>All submitted and supporting documents and reports delivered in .pdf format as well as original and editable native electronic formats.</p> <p>Presentations to be prepared in powerpoint and handouts in .pdf format.</p> <p><b>Milestones and payment schedule:</b></p> <p>Inception (week 1) 10%</p> <p>Draft report (week 8) 50%</p> <p>Final report (week 10) 25%</p> <p>Presentations (week 10) 15%</p>
<p><b>Start Contract Date</b></p>	<p>Upon acceptance of the Supplier's Offer by the Customer</p> <p>OR</p>

**Commented [PB11]:** Perhaps a technical synthesis report with non-technical executive summary

**Commented [BL12]:** For example milestones could be:  
20% at commencement  
30% half way  
50% complete

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	Insert date
<b>End Contract Date</b>	Insert date
<b>Extension Options</b>	Insert options or choose 'Not applicable'
<b>Section 3 - Evaluation of Offers</b> Quotes will be evaluated based on [choose either of the following as per your Procurement Plan]: <ul style="list-style-type: none"> <li>the following criteria [if particular evaluation criteria to be used insert criteria in table below]</li> <li>overall value for money over the whole-of-life the contract (including but not limited to ability to comply with requirements and to meet timeframes, and cost) and compliance with mandatory requirements.</li> </ul>	
Compliance with Mandatory Requirements	[Insert Evaluation Criteria excluding weightings as per Procurement Plan]
Comprehensive understanding of the Bribie Island and the local coastal environment including coastal processes and breakthrough mechanisms of barrier islands.	[Insert Evaluation Criteria excluding weightings as per Procurement Plan]
Professional qualifications and experience for successful completion of the scope of work.	[Insert Evaluation Criteria excluding weightings as per Procurement Plan]
Proposed sound methodology to complete the scope of the work and deliverables	[Insert Evaluation Criteria excluding weightings as per Procurement Plan]
Demonstrated experience in delivering comprehensive but easy to understand technical papers and community presentations.	[Insert Evaluation Criteria excluding weightings as per Procurement Plan]

- Commented [LR13]:** Need to check with procurement for WHS, insurances and now also immunisation mandatory requirements
- Commented [LR14R13]:** Ethical requirements
- Commented [LR15]:** Suggestion: previous knowledge or ability to obtain knowledge about barrier island and breakthrough as well as knowledge of the local area
- Commented [LR16]:** Suggestion staff
- Commented [LR17]:** Suggestion: Methodology
- Commented [LR18]:** Suggestion: Previous work

<b>Section 4 - Supplier Response and Details</b> <i>(Supplier must complete and sign this Section as part of its response to this RFQ)</i> <b>Privacy Notice:</b> The Client 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 Client about the individual in certain circumstances.	
<b>Supplier name and ABN/ACN</b>	<insert legal entity name and ABN/ACN>
<b>Contact Person</b>	Name: <insert> Position: <insert> Phone number: <insert> Email: <insert> Address: <insert>
<b>Mandatory Requirements</b>	

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<b>Insurances</b>	<p>Do you agree to comply with the insurance requirements as specified below?</p> <p><b>No</b> <input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> Supplier is to provide details of policies below.</p> <p>Where the Supplier does not currently hold adequate insurance, a statement must be provided as to whether the Supplier is prepared to obtain the required insurances.</p>
<b>Workers Compensation</b>	<b>Choose an item.</b>
<b>Public Liability</b>	<b>Choose an item.</b>
<b>Products Liability</b>	<b>Choose an item.</b>
<b>Professional Indemnity</b>	<b>Choose an item.</b>
<b>Other Insurances</b>	<b>Insert other insurances as required</b>
<p><b>Compliance with the Ethical Supplier Threshold</b></p> <p>Do you declare that you comply with the Queensland Government's Ethical Supplier Threshold?</p>	<p><b>No</b> <input type="checkbox"/> <b>Yes</b> <input type="checkbox"/></p> <p>If no, <b>insert details</b></p>
<p><b>Compliance with the Contract Conditions</b></p> <p>Do you agree to comply with the Contract Conditions specified in Section 1?</p>	<p><b>No</b> <input type="checkbox"/> <b>Yes</b> <input type="checkbox"/></p>
<b>Conflict of Interest</b>	<p>Suppliers must give details of any possible Conflict of Interest that exists or may arise in relation to the making and/or acceptance of their quote. If there is nothing to declare, please insert "None".</p> <p>&lt;insert Supplier response&gt;</p>
<p><b>[Other Mandatory Requirements – delete row if not applicable]</b></p> <p>Do you agree to comply with the following other mandatory requirements or as specified in Schedule B – Specifications?</p>	<p><b>No</b> <input type="checkbox"/> <b>Yes</b> <input type="checkbox"/></p> <p>[Insert any other mandatory requirements the supplier must comply with to deliver the goods and/or services – e.g. authorisations, qualifications etc. If specified in Schedule B – Specifications, leave blank]</p>
<p><b>Local Supplier</b></p> <p><i>*In accordance with the definitions contained in the Queensland Procurement Policy (QPP), a local supplier maintains a workforce whose usual place of residency (i.e. where they normally reside) is located within a 125 kilometre (km) radius of where the goods/services are to be supplied.</i></p>	<p>Does the organisation identify as a Local Supplier?*</p> <p><input type="checkbox"/> Yes (within 125km) <input type="checkbox"/> No</p> <p>If No, do you identify yourself as being one of the following?</p> <p><input type="checkbox"/> Located within local region</p> <p><input type="checkbox"/> Queensland Business (main business location registered as Queensland with the Australian Business Register)</p> <p><input type="checkbox"/> Australian Business</p>
<p><b>Aboriginal and Torres Strait Islander Supplier (ATSI)</b></p>	<p>Does the organisation identify as an ATSI Supplier?*</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>*In accordance with the definitions contained in the Queensland Indigenous Procurement Policy (QIPP), an Indigenous business is one that is at least 50 per cent owned by an Aboriginal person or Torres Strait Islander person.</i></p>

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<b>Supplier Enterprise Type</b>	Please select enterprise type below: <input type="checkbox"/> Small Business [19 or less employees] <input type="checkbox"/> Medium Business [between 20-199 employees] <input type="checkbox"/> Large Business [200 or more employees] <input type="checkbox"/> Social Enterprise								
<b>Authorisation and execution by Supplier</b>  This quote is submitted by the Supplier's authorised representative. By signing, the Supplier is offering to enter into a Contract on the terms set out in this document and the Conditions of Contract listed in Section 1.	As the authorised officer, 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 Supplier's response is complete, accurate and not misleading in any way.  <table border="1" data-bbox="368 792 1053 958"> <tr> <td data-bbox="368 792 486 831"><i>Name:</i></td> <td data-bbox="486 792 1053 831"></td> </tr> <tr> <td data-bbox="368 831 486 869"><i>Position:</i></td> <td data-bbox="486 831 1053 869"></td> </tr> <tr> <td data-bbox="368 869 486 907"><i>Signature:</i></td> <td data-bbox="486 869 1053 907"></td> </tr> <tr> <td data-bbox="368 907 486 958"><i>Date:</i></td> <td data-bbox="486 907 1053 958"></td> </tr> </table>	<i>Name:</i>		<i>Position:</i>		<i>Signature:</i>		<i>Date:</i>	
<i>Name:</i>									
<i>Position:</i>									
<i>Signature:</i>									
<i>Date:</i>									
<b>Supplier Response to Requirements</b>									
<b>Conformance to Requirements [use where no specific evaluation criteria have been chosen - ie the offers are to be evaluated based on overall value for money. The supplier is to detail below how they will meet the requirements specified in Section 2 above.]</b>									
<p><i>&lt;Supplier is to detail how they will meet the requirements specified in Section 2. The supplier should consider addressing its capability and capacity in delivering the goods/services requirements. Include any information necessary to demonstrate value for money including, for example, past experience, capacity, capability, availability, key personnel etc&gt; Examples:</i></p> <ul style="list-style-type: none"> <li>• <i>Please refer to attached proposal / CV (contractors/services)</i></li> <li>• <i>Description of goods/services methodology</i></li> <li>• <i>Details of supplier's ability to meet requirements</i></li> <li>• <i>Response to specification/requirements and Key Performance Indicators</i></li> <li>• <i>Detail of proposed deliverables/milestones including timelines</i></li> </ul>									
<b>[Response to Evaluation Criteria – if using evaluation criteria, insert criteria below]</b>									
<b>[Insert Evaluation Criteria - Eg. Methodology]</b>  <ul style="list-style-type: none"> <li>• <b>[Insert key considerations / questions that the supplier must address to allow evaluation, if applicable – e.g. Detail how you will meet the requirements specified in Section 2 and Schedule B (if applicable)]</b></li> </ul>	<p><i>&lt;Supplier to add details below to demonstrate how they meet this evaluation criterion OR refer to attached material that addresses the criterion&gt;</i></p>								
<b>[Insert Evaluation Criteria - Eg. Capability and Key Personnel]</b>  <ul style="list-style-type: none"> <li>• <b>[Insert key considerations / questions that the supplier must address to allow evaluation, if applicable – e.g. Provide detail of the capability of your organisation and of any Key Personnel/subcontractors in delivering goods/services of this type]</b></li> </ul>	<p><i>&lt;Supplier to add details below to demonstrate how they meet this evaluation criterion OR refer to attached material that addresses the criterion&gt;</i></p>								

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<p>[Insert other Evaluation Criteria - Eg. previous projects / past experiences]</p> <ul style="list-style-type: none"> <li>[Insert key considerations / questions that the supplier must address to allow evaluation, if applicable - e.g. Provide detail of the experience of your organisation and of any Key Personnel/subcontractors in delivering goods/services of this type in the past; Provide detail of previous projects delivering goods/services of this type in the past]</li> </ul>	<p>&lt;Supplier to add details below to demonstrate how they meet the evaluation criteria OR refer to attached material that addresses the criterion&gt;</p>			
<p>[Insert Evaluation Criteria]</p> <ul style="list-style-type: none"> <li>[Insert key considerations / questions that the supplier must address to allow evaluation, if applicable]</li> </ul>	<p>&lt;Supplier to add details below to demonstrate how they meet the evaluation criteria OR refer to attached material that addresses the criterion&gt;</p>			
<p><b>Pricing [amend as necessary for your purchase need]</b></p>				
<p><b>Products Or Services Offered And Pricing Description</b></p>	<p><b>Supplier's Response</b></p>			
<p><i>(attach brochures/attachments or other documentary evidence of compliance with requirement, if necessary)</i></p>	<p><b>Quantity</b></p>	<p><b>Unit Price (excl. GST)</b></p>	<p><b>GST Payable (per unit)</b></p>	<p><b>Total Price (incl. GST)</b></p>
		<p>\$</p>	<p>\$</p>	<p>\$</p>
		<p>\$</p>	<p>\$</p>	<p>\$</p>
		<p>\$</p>	<p>\$</p>	<p>\$</p>
	<p><b>Delivery / Other Costs</b></p>			<p>\$</p>
<p><b>Settlement Discount</b> (if applicable) ..... % .....Days If no discount is offered, then the Customer's standard payment terms of 30 days shall apply</p>	<p>\$</p>		<p>\$</p>	<p>\$</p>
<p><input type="checkbox"/> Supplier is a small business registered with the On Time Payment Small Business Register – payment terms are 20 days</p>	<p><b>Total Unit Price (excl. GST)</b></p>		<p><b>Total GST Payable</b></p>	<p><b>Total Price (incl. GST)</b></p>



## Schedule A – RFQ Conditions of Offer

### 1. Interpretation

These Invitation to Offer Conditions may be used where the Customer is seeking offers to enter into a Contract.

The Definitions and Interpretation (version 3.0 published December 2020) will apply to these Invitation to Offer Conditions, available via this [website](#).

### 2. Invitation process

#### 2.1. Supplier acceptance

By participating in the Invitation Process, the Supplier accepts these ITO Conditions.

By submitting an offer, the Supplier offers to enter into a Contract with the Customer under which for Goods, Services and Deliverables and acknowledges that the Customer may accept the offer 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 where considered appropriate by the Customer. This may include:

- (a) adding the terms and conditions applicable to the Invitation Process, including terms of the ITO Conditions and/or proposed Contract;
- (b) adding or changing Requirements;
- (c) amending dates including extending the Closing date and time;
- (d) amending the evaluation criteria stipulated in the Invitation to Offer and/or
- (e) cancelling the Invitation Process.

Without limitation, the Customer may, during the Invitation Process:

- (a) consider, accept or reject an offer received after the Closing date and time;
- (b) consider, accept or reject non-Conforming Offers, alternative or innovative offers, offers in part, or multiple offers;
- (c) 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;
- (d) conduct checks on the Supplier with other Queensland Government departments and agencies, and Queensland Government Bodies;
- (e) reject any or all offers;
- (f) accept an offer that did not progress through all phases of the evaluation process;

- (g) amend the evaluation criteria stipulated in the Invitation to Offer document;
- (h) exercise discretion in evaluating any subjective evaluation criteria;
- (i) negotiate with one or more Suppliers and allow any Supplier to vary its offer;
- (j) interview, negotiate or hold discussions with any Supplier on any matter contained (or proposed to be contained) in an offer 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) conduct checks on the Supplier or request the Supplier to substantiate to the Customer's satisfaction information supplied by the Supplier during 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.

#### 2.3. Contract structure

The Suppliers attention is drawn to the fact that the Customer reserves the right, at any time during the term of any Contract established as a result of this Invitation Process to:

- (a) engage other suppliers for the supply of the Goods, Services and other Deliverables the same or similar to the deliverables and
- (b) enter into Contracts with other suppliers for the supply of Goods, Services and Deliverables, notwithstanding that the other suppliers did not participate in the Invitation Process, for any reason, including if the Customer considers it is necessary or desirable to comply with government policy regarding diversity in supply chains, the achievement of social objectives or in the interest of public health and safety.

#### 2.4. Statistical and other relevant data

Statistical and other relevant data provided in this Invitation Process is not to be construed as a guarantee for providing any business whatsoever by the Customer. The Supplier shall make no claim for anticipated profit or for loss of profit because of any difference between the data provided to assist Suppliers in compiling an offer and the volume of goods or services actually required by the Customer and so provided by the Supplier during the period of the Contract.

#### 2.5. No process contract

The conduct of the Invitation Process does not give rise to any legal or equitable relationship. A Supplier will not be entitled to claim compensation or loss from the Customer for any matter arising out of the Invitation Process.



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including but not limited to any failure by the Customer to comply with these ITO Conditions.

### 3. Alternative and/or innovative offers

The Queensland Procurement Policy promotes an outcome focussed approach, seeking opportunities to innovate and improve value for money. Suppliers are encouraged to submit alternative and/or 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 Invitation to Offer process, 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 offer.

### 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 a contract is established in one of the ways identified in the Basic Purchasing Conditions.

### 7. Compliance

The Supplier must:

- (a) **(communication)** direct all inquiries relating to the Invitation to Offer to the Customer's contact person, and not discuss this Invitation Process with any other person except as required to prepare its offer.
- (b) **(laws)** comply with all Laws, including the *Disability Discrimination Act 1992* (Cth), the *Human Rights Act 2019* (Qld), the *Modern Slavery Act 2018* (Cth) and all Acts referenced in the Ethical Supplier Threshold and ensure that the Supplier's actions do not cause the Customer to breach any Laws.
- (c) **(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 Invitation to Offer, and not disclose it except to its Personnel on a need to know basis for the purpose of responding to the Invitation to Offer, or with the Customer's consent, or to the extent required by Law, or to its professional advisors.
- (d) **(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.
- (e) **(no publicity)** not make any public announcements or advertisement relating to the Invitation Process.
- (f) **(competitive neutrality)** if the Supplier is a government owned business, local government, or Commonwealth, State or Territory or authority, price its

offer to comply with the competitive neutrality principles of the Supplier's jurisdiction.

- (g) **(Personnel)** ensure that its Personnel also comply with these requirements.
- (h) **(insurances)** if required in Part B – Contract Details, the Supplier is to provide relevant and current insurance certificates with their offer. If requested after the closing date for offers, the Supplier is required to provide relevant and current insurance certificates within five (5) Business Days of the request from the Customer unless otherwise indicated by the Customer.

## 8. Warranties

### 8.1. Anti-competitive conduct

The Supplier warrants that neither it, nor its Personnel have engaged in, or will engage 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 neither it nor its Personnel have or are likely to have a Conflict of Interest in connection with this Invitation Process, except as disclosed in the Supplier's offer.

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 and the term of any Contract subsequently entered as a result of this Invitation Process.

If during the Invitation Process period, a Conflict of Interest arises, or appears likely to arise, the Supplier must notify the Customer immediately and take such steps to resolve or otherwise deal with the Conflict of Interest to the reasonable satisfaction of the Customer.

### 8.3. Criminal organisation

The Supplier warrants that the Supplier and, to the best of its knowledge and belief having made reasonable enquiries, its Personnel, have not been convicted of an offence under the Criminal Code in the *Criminal Code Act 1899* (Qld) where one of the elements of the offence is that the person is a participant in a criminal organisation within the meaning of the Criminal Code.

### 8.4. Accuracy of information

The Supplier warrants that all representations, declarations, statements, information and documents made or provided by the Supplier (including its representatives) in connection with the Invitation Process ('**Supplier Information**') are complete, accurate, up-to-date and not misleading in any way.

### 8.5. Warranties are ongoing

The warranties in this section are provided as at the date of the Supplier's offer to the Invitation Process and on an ongoing basis until the later of the Customer notifying the Supplier that its offer 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

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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.

#### 8.6. 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 from the Invitation Process, or terminate the Contract with the Supplier which is subsequently entered into as a result of the Invitation Process, where it believes the Supplier has breached any warranty in this clause.

#### 9. Section 89 of the Criminal Code

Section 89 (1) of the Criminal Code in the *Criminal Code Act 1899* (Qld) makes it an offence for a person employed in the public service to knowingly acquire or hold, other than as a member of a registered joint stock company consisting of more than 20 persons, a private interest in a contract or agreement which is made on account of the public service with respect to any matter concerning the department of the service in which the person is employed. Section 89 (2) provides that the person does not commit an offence if, before the person acquires or starts to hold the private interest, the person discloses the nature of the interest to the chief executive of the department for which they are employed and the chief executive authorises the person in writing, to hold or acquire the interest

For the purpose of this clause 9, an 'employee' is an individual who receives or is entitled to receive salary or wages through the payroll system of the Customer.

The Supplier warrants that it will not submit an offer which, if accepted, would result in an individual being in breach of section 89 of the Criminal Code 1899 (Qld).

#### 10. Access and inspection

The Supplier must, on reasonable prior written notice from the Customer, give the Customer reasonable access to the Supplier's premises and to Supplier documentation, records and Personnel, to enable the Customer or a third party engaged by the Customer to verify:

- (a) the completeness and accuracy of information provided by the Supplier in connection with the Invitation Process; and

the Supplier's compliance with its obligations under these ITO Conditions

#### 11. 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 [Open Data Portal](#), [QTenders](#), and/or [Queensland Contracts Directory](#), or wherever required or recommended by Queensland Procurement Policy.

# Technical paper on Bribe Island breakthrough potential causes Simple Request for Quote

[Procurement Activity ID and Title]

You are invited to submit a quote in accordance with this Request for Quote.

Section 1 – Request for Quote	
<b>Customer Details</b>	The State of Queensland acting through the Department of Environment and Science ABN: 46 640 294 485
<b>Contact Officer</b>	Project Officer Name, Position and Branch Street Address Postal Address Phone Email
<b>Request for Quote Details</b>	
<b>Date of Issue</b>	
<b>Closing Date and Time</b>	XX:XX am/pm Queensland Time on [DD/MM/YYYY]
<b>Submission Requirements</b>	Quotes and all supporting documentation must be emailed to the contact officer by the closing date and time.
<b>Offer Validity Period</b>	All quotes submitted will remain valid and open for acceptance for 30 calendar days.
<b>Conditions:</b> the following conditions apply to this Request for Quote and the resulting purchase of goods and services	
<b>Conditions of Offer</b>	This Request for Quote (RFQ) process will be governed by the RFQ Conditions contained in Schedule A.
<b>Conditions of Contract</b>	The Basic Purchasing Conditions will apply to the contract formed with the successful Supplier. The Conditions are available at the <a href="#">Department of Energy and Public Works website</a> . The definitions and rules of interpretation applicable to the Contract are available on the <a href="#">Department of Energy and Public Works website</a> . A contract will not be formed until the Customer provides formal notice to the Supplier that the Supplier's the offer has been accepted. For the purposes of the Contract Conditions, the 'Contract Details' or 'Details' refers to this document and any Purchase Order issued to the successful supplier. The <a href="#">Supplier Code of Conduct</a> details the behavioural standards and principles expected of suppliers. The successful Supplier is required to comply with the <a href="#">Supplier</a>

**Commented [BL1]:** This is a suggested template for use in developing an RFQ document which is to establish a Basic Order for a simple purchase under \$20,000. Buyers need to ensure that the document which is ultimately developed is suitable and appropriate for their individual procurement purposes. All areas highlighted in yellow should be completed by the buyer prior to issuing to the suppliers for quotes.

**Commented [LR2R1]:** Check if is more than \$20,000 use different RFQ template

**Commented [BL3]:** Insert details of contact officer for the Request for Quote – that is, the person managing the RFQ process and receipt of offers from suppliers. **NOTE: contact officer cannot be the Financial Delegate.**

**Commented [LR4R3]:** This wont be QGHL but higher I believe

**Commented [LR5]:** Might have to change to DES?

**Commented [LR6]:** Same check if needs to be DES



	Code of Conduct and the Queensland Government's Ethical Supplier Threshold.
<b>Section 2 - Requirements [delete rows not applicable; amend as necessary]</b>	
<b>Description of goods and/or services required</b>	<p>Describe Specification / Scope of Works. The Specification should contain enough information for Suppliers to determine if they can meet the requirements and to accurately price their quote. If necessary, refer to an attached specification document.</p> <p>The specification should include:</p> <ul style="list-style-type: none"> <li>• Customer objectives of the purchase</li> <li>• Full description of the goods and/or services</li> </ul> <p>- -</p> <p><b>Background:</b></p> <p><u>Bribie Island is a barrier island approximately 34km in length located in South East Queensland, Australia, and provides protection for a large portion of the mainland Sunshine Coast community. The northern end of Bribie Island consists of a ~4 km narrow spit like sand barrier, which has experienced a long term trend of erosion. In January 2022 the Northern section of Bribie Island experienced significant erosion caused by unusually high tides and large waves associated with Cyclone Seth. The erosion caused by this weather system has resulted in a breakthrough, forming a new tidal entrance approximately 300m wide, which is expected to continue to expand. This event is not the first time storm waves have caused severe erosion on Bribie island, TC Oma in 2018 caused erosion in a number of locations, additionally a low pressure system in December 2020 caused severe wave overtopping. These events have generated substantial community concern regarding the causes of the breakthrough event, particularly if it was due to natural coastal process or human induced. DES would like to engage an independent reviewer to investigate several potential causes of erosion at Bribie Island and prepare a Technical Paper as well as a presentation. Bribie Island has recently experienced a breakthrough in front of Golden Beach. Community member expressed their concerns about the causes of this breakthrough event. DES would like to engage an independent reviewer to investigate several potential causes of erosion at Bribie Island and prepare a Technical Paper as well as a presentation.</u></p> <p><u>Introduction of the area (Elysia can you write something based on Sel's notes)</u></p> <p>The 4 (or 5) potential causes of erosion:</p> <ol style="list-style-type: none"> <li>1. Dredging at Spitfire Channel near Cowan Cowan on Moreton Island to extract sand for building and construction (concrete).</li> <li>2. Dredging of the navigation channel approximately 1km offshore from northern Bribie Island by Port of Brisbane.</li> <li>3. Ship wake from the commercial shipping using the navigation channel.</li> <li>4. The historical development of Lamerough Canal at southern Golden Beach which is pushing the main tidal channel against Bribie Island</li> <li>5. Storm wave events/ natural coastal processes</li> </ol> <p><u>To examine the effect of</u> For Ship wake DES is planning to <u>deploy</u>add a wave buoy near <del>near</del> the navigation channel in line with the breakthrough site to measure waves for x months. Additionally, 3 light tide gauges are proposed to be installed</p>

Commented [LR7]: Need to think about the specifics here,

Document title goes here

at x, x and x to monitor the tidal regime.

**Objectives:**

Technical paper to investigate potential causes of island erosion, in particular the human induced causes suggested by the community.

- Determine the potential causes of erosion and recommendations for further study, monitoring and investigations
- Prepare technical paper and presentation (including presenting) for community consultation

**Exclusions:**

No coastal modelling required

No additional data collection envisioned

**Available documentation and data:**

Reference material that will be made available includes, but is not limited to, the following:

- Wave and tide data, note locations
- Previous prepared reports
- Qld Globe imagery?
- EPP approvals for dredging (incl. supporting documents)
- Reports from Sunshine Coast Council: SEMP and Bribie Island Tidal Breakthrough Risk Assessment Study (2009?)
- Reports from PoB dredging
- Bathymetry and drone LiDAR surveys list dates
- etc

**Scope:**

DES requires understanding and comprehensive explanation of potential causes of the coastal erosion at Bribie Island, specifically related to the recent breakthrough in front of Golden Beach. This technical paper shall inform DES and the community on the likely causes of the erosion as well as recommendations for future study and data capture.

***Inception meeting***

The consultant will arrange and facilitate an inception meeting with the DES project officer and representatives. The intent of this meeting is to clarify and agree on key requirements of the project including methodology to undertake the full scope of the project. Key themes of the meeting will include but not to be limited to the following:

- Expected outcomes and objectives of this engagement
- Confirmation of requirements
- Questions in regard to available data and reports
- Methodology to complete report
- Program of work with proposed deadlines and DES project officer involvement/ review
- Roles and responsibilities of the project team
- Arrangements for progressive reporting to DES project officer

Consultant to prepare and circulate meeting minutes to all attendees for review

Document title goes here

	<p>and confirmation within 5 business days after the meeting.</p> <p><b>Review existing data and documents + literature review</b></p> <p>A comprehensive understanding of the current and past coastal processes and human interventions is needed for this study. The consultant is to undertake a review and, only where necessary, desktop analysis of:</p> <ul style="list-style-type: none"><li>- Current and past information about Bribie Island and human interventions in the area that could potentially cause erosion</li><li>- Local coastal processes studies</li><li>- Analysis of obtained data sets: tide, waves, bathymetry and imagery</li><li>- Other studies relevant to the area and topic</li></ul> <p>The reference material available is extensive and this study should rely on previous work and obtained datasets where appropriate. The consultant should further collate and contextualise historical data if required and establish links to potential causes of erosion at Bribie Island.</p> <p>References should be provided for other literature that may be used.</p> <p><b>Identification of potential causes of erosion and their likelihood of occurring</b></p> <p>The review described above will identify potential causes of erosion and the data should give an insight into the likelihood of occurring. A detail description of the potential causes of erosion should be given and evidence of occurring or not occurring prepared.</p> <p><b>Report and Presentation</b></p> <p>Draft and Final (community layman and DES more technical? Or technical paper with a summary for layman?)</p> <p>Presentation at community forums</p> <p>Timeframe: 10 weeks?</p>
<b>Deliverables / Milestones</b>	<p>Insert details or any key deliverables or milestones</p> <p>Deliverables:</p> <p>Report and Presentations</p> <p>All submitted and supporting documents and reports delivered in .pdf format as well as original and editable native electronic formats.</p> <p>Presentations to be prepared in powerpoint and handouts in .pdf format.</p> <p>Milestones and payment schedule:</p> <p>Inception 10%</p> <p>Draft report 50%</p> <p>Final report 25%</p> <p>Presentations 15%</p>
<b>Start Contract Date</b>	<p>Upon acceptance of the Supplier's Offer by the Customer</p> <p>OR</p> <p>Insert date</p>

**Commented [BL8]:** For example milestones could be:  
20% at commencement  
30% half way  
50% complete

Document title goes here

<b>End Contract Date</b>	Insert date
<b>Extension Options</b>	Insert options or choose 'Not applicable'
<b>Section 3 - Evaluation of Offers</b> Quotes will be evaluated based on [choose either of the following as per your Procurement Plan]: <ul style="list-style-type: none"> <li>the following criteria [if particular evaluation criteria to be used insert criteria in table below]</li> <li>overall value for money over the whole-of-life the contract (including but not limited to ability to comply with requirements and to meet timeframes, and cost) and compliance with mandatory requirements.</li> </ul>	
Compliance with Mandatory Requirements	
[Insert Evaluation Criteria excluding weightings as per Procurement Plan]	
Comprehensive understanding of the Bribie Island and the local coastal environment including coastal processes and breakthrough mechanisms of barrier islands.	
[Insert Evaluation Criteria excluding weightings as per Procurement Plan]	
Professional qualifications and experience for successful completion of the scope of work.	
[Insert Evaluation Criteria excluding weightings as per Procurement Plan]	
Proposed sound methodology to complete the scope of the work and deliverables	
[Insert Evaluation Criteria excluding weightings as per Procurement Plan]	
Demonstrated experience in delivering comprehensive but easy to understand technical papers and community presentations.	

**Commented [LR9]:** Need to check with procurement for WHS, insurances and now also immunisation mandatory requirements

**Commented [LR10R9]:** Ethical requirements

**Commented [LR11]:** Suggestion: previous knowledge or ability to obtain knowledge about barrier island and breakthrough as well as knowledge of the local area

**Commented [LR12]:** Suggestion staff

**Commented [LR13]:** Suggestion: Methodology

**Commented [LR14]:** Suggestion: Previous work

<b>Section 4 - Supplier Response and Details</b> <i>(Supplier must complete and sign this Section as part of its response to this RFQ)</i> <b>Privacy Notice:</b> The Client 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 Client about the individual in certain circumstances.	
<b>Supplier name and ABN/ACN</b>	<insert legal entity name and ABN/ACN>
<b>Contact Person</b>	Name: <insert> Position: <insert> Phone number: <insert> Email: <insert> Address: <insert>
<b>Mandatory Requirements</b>	
<b>Insurances</b>	Do you agree to comply with the insurance requirements as specified below? No <input type="checkbox"/> Yes <input type="checkbox"/> Supplier is to provide details of policies below. Where the Supplier does not currently hold adequate insurance, a statement must be provided as to whether the Supplier is prepared to obtain the required insurances.



Document title goes here

<b>Workers Compensation</b>	Choose an item.
<b>Public Liability</b>	Choose an item.
<b>Products Liability</b>	Choose an item.
<b>Professional Indemnity</b>	Choose an item.
<b>Other Insurances</b>	Insert other insurances as required
<b>Compliance with the Ethical Supplier Threshold</b> Do you declare that you comply with the Queensland Government's Ethical Supplier Threshold?	No <input type="checkbox"/> Yes <input type="checkbox"/> If no, insert details
<b>Compliance with the Contract Conditions</b> Do you agree to comply with the Contract Conditions specified in Section 1?	No <input type="checkbox"/> Yes <input type="checkbox"/>
<b>Conflict of Interest</b>	Suppliers must give details of any possible Conflict of Interest that exists or may arise in relation to the making and/or acceptance of their quote. If there is nothing to declare, please insert "None". <insert Supplier response>
<b>[Other Mandatory Requirements – delete row if not applicable]</b> Do you agree to comply with the following other mandatory requirements or as specified in Schedule B – Specifications?	No <input type="checkbox"/> Yes <input type="checkbox"/> [Insert any other mandatory requirements the supplier must comply with to deliver the goods and/or services – e.g. authorisations, qualifications etc. If specified in Schedule B – Specifications, leave blank]
<b>Local Supplier</b> <i>*In accordance with the definitions contained in the Queensland Procurement Policy (QPP), a local supplier maintains a workforce whose usual place of residency (i.e. where they normally reside) is located within a 125 kilometre (km) radius of where the goods/services are to be supplied.</i>	Does the organisation identify as a Local Supplier?*
	<input type="checkbox"/> Yes (within 125km) <input type="checkbox"/> No If No, do you identify yourself as being one of the following? <input type="checkbox"/> Located within local region <input type="checkbox"/> Queensland Business (main business location registered as Queensland with the Australian Business Register) <input type="checkbox"/> Australian Business
<b>Aboriginal and Torres Strait Islander Supplier (ATSI)</b>	Does the organisation identify as an ATSI Supplier?*
	<input type="checkbox"/> Yes <input type="checkbox"/> No <i>*In accordance with the definitions contained in the Queensland Indigenous Procurement Policy (QIPP), an Indigenous business is one that is at least 50 per cent owned by an Aboriginal person or Torres Strait Islander person.</i>
<b>Supplier Enterprise Type</b>	Please select enterprise type below: <input type="checkbox"/> Small Business [19 or less employees] <input type="checkbox"/> Medium Business [between 20-199 employees] <input type="checkbox"/> Large Business [200 or more employees] <input type="checkbox"/> Social Enterprise

Document title goes here

<b>Authorisation and execution by Supplier</b> This quote is submitted by the Supplier's authorised representative. By signing, the Supplier is offering to enter into a Contract on the terms set out in this document and the Conditions of Contract listed in Section 1.	As the authorised officer, 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 Supplier's response is complete, accurate and not misleading in any way.	
	<i>Name:</i>	
	<i>Position:</i>	
	<i>Signature:</i>	
	<i>Date:</i>	

**Supplier Response to Requirements**

**Conformance to Requirements [use where no specific evaluation criteria have been chosen - ie the offers are to be evaluated based on overall value for money. The supplier is to detail below how they will meet the requirements specified in Section 2 above.**

<Supplier is to detail how they will meet the requirements specified in Section 2. The supplier should consider addressing its capability and capacity in delivering the goods/services requirements. Include any information necessary to demonstrate value for money including, for example, past experience, capacity, capability, availability, key personnel etc> Examples:

- Please refer to attached proposal / CV (contractors/services)
- Description of goods/services methodology
- Details of supplier's ability to meet requirements
- Response to specification/requirements and Key Performance Indicators
- Detail of proposed deliverables/milestones including timelines

**[Response to Evaluation Criteria – if using evaluation criteria, insert criteria below]**

<p><b>[Insert Evaluation Criteria - Eg. Methodology]</b></p> <ul style="list-style-type: none"> <li>• [Insert key considerations / questions that the supplier must address to allow evaluation, if applicable – e.g. Detail how you will meet the requirements specified in Section 2 and Schedule B (if applicable)]</li> </ul>	<p>&lt;Supplier to add details below to demonstrate how they meet this evaluation criterion OR refer to attached material that addresses the criterion&gt;</p>
<p><b>[Insert Evaluation Criteria - Eg. Capability and Key Personnel]</b></p> <ul style="list-style-type: none"> <li>• [Insert key considerations / questions that the supplier must address to allow evaluation, if applicable – e.g. Provide detail of the capability of your organisation and of any Key Personnel/subcontractors in delivering goods/services of this type]</li> </ul>	<p>&lt;Supplier to add details below to demonstrate how they meet this evaluation criterion OR refer to attached material that addresses the criterion&gt;</p>
<p><b>[Insert other Evaluation Criteria - Eg. previous projects / past experiences]</b></p>	<p>&lt;Supplier to add details below to demonstrate how they meet the evaluation criteria OR refer to attached material that addresses the criterion&gt;</p>

Document title goes here

<ul style="list-style-type: none"> <li>[Insert key considerations / questions that the supplier must address to allow evaluation, if applicable - e.g. Provide detail of the experience of your organisation and of any Key Personnel/subcontractors in delivering goods/services of this type in the past; Provide detail of previous projects delivering goods/services of this type in the past]</li> </ul>				
<p>[Insert Evaluation Criteria]</p> <ul style="list-style-type: none"> <li>[Insert key considerations / questions that the supplier must address to allow evaluation, if applicable]</li> </ul>	<p>&lt;Supplier to add details below to demonstrate how they meet the evaluation criteria OR refer to attached material that addresses the criterion&gt;</p>			
<p><b>Pricing [amend as necessary for your purchase need]</b></p>				
<p><b>Products Or Services Offered And Pricing Description</b></p> <p><i>(attach brochures/attachments or other documentary evidence of compliance with requirement, if necessary)</i></p>	<p><b>Supplier's Response</b></p>			
	<p><b>Quantity</b></p>	<p><b>Unit Price (excl. GST)</b></p>	<p><b>GST Payable (per unit)</b></p>	<p><b>Total Price (incl. GST)</b></p>
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
	<p><b>Delivery / Other Costs</b></p>			\$
<p><b>Settlement Discount</b> (if applicable) ..... % .....Days                      If no discount is offered, then the Customer's standard payment terms of 30 days shall apply  <input type="checkbox"/> Supplier is a small business registered with the On Time Payment Small Business Register – payment terms are 20 days</p>	\$	\$	\$	\$
	<p><b>Total Unit Price (excl. GST)</b></p>	<p><b>Total GST Payable</b></p>	<p><b>Total Price (incl. GST)</b></p>	

## Schedule A – RFQ Conditions of Offer

### 1. Interpretation

These Invitation to Offer Conditions may be used where the Customer is seeking offers to enter into a Contract.

The Definitions and Interpretation (version 3.0 published December 2020) will apply to these Invitation to Offer Conditions, available via this [website](#).

### 2. Invitation process

#### 2.1. Supplier acceptance

By participating in the Invitation Process, the Supplier accepts these ITO Conditions.

By submitting an offer, the Supplier offers to enter into a Contract with the Customer under which for Goods, Services and Deliverables and acknowledges that the Customer may accept the offer 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 where considered appropriate by the Customer. This may include:

- (a) adding the terms and conditions applicable to the Invitation Process, including terms of the ITO Conditions and/or proposed Contract;
- (b) adding or changing Requirements;
- (c) amending dates including extending the Closing date and time;
- (d) amending the evaluation criteria stipulated in the Invitation to Offer and/or
- (e) cancelling the Invitation Process.

Without limitation, the Customer may, during the Invitation Process:

- (a) consider, accept or reject an offer received after the Closing date and time;
- (b) consider, accept or reject non-Conforming Offers, alternative or innovative offers, offers in part, or multiple offers;
- (c) 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;
- (d) conduct checks on the Supplier with other Queensland Government departments and agencies, and Queensland Government Bodies;
- (e) reject any or all offers;
- (f) accept an offer that did not progress through all phases of the evaluation process;

- (g) amend the evaluation criteria stipulated in the Invitation to Offer document;
- (h) exercise discretion in evaluating any subjective evaluation criteria;
- (i) negotiate with one or more Suppliers and allow any Supplier to vary its offer;
- (j) interview, negotiate or hold discussions with any Supplier on any matter contained (or proposed to be contained) in an offer 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) conduct checks on the Supplier or request the Supplier to substantiate to the Customer's satisfaction information supplied by the Supplier during 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.

#### 2.3. Contract structure

The Suppliers attention is drawn to the fact that the Customer reserves the right, at any time during the term of any Contract established as a result of this Invitation Process to:

- (a) engage other suppliers for the supply of the Goods, Services and other Deliverables the same or similar to the deliverables and
- (b) enter into Contracts with other suppliers for the supply of Goods, Services and Deliverables, notwithstanding that the other suppliers did not participate in the Invitation Process, for any reason, including if the Customer considers it is necessary or desirable to comply with government policy regarding diversity in supply chains, the achievement of social objectives or in the interest of public health and safety.

#### 2.4. Statistical and other relevant data

Statistical and other relevant data provided in this Invitation Process is not to be construed as a guarantee for providing any business whatsoever by the Customer. The Supplier shall make no claim for anticipated profit or for loss of profit because of any difference between the data provided to assist Suppliers in compiling an offer and the volume of goods or services actually required by the Customer and so provided by the Supplier during the period of the Contract.

#### 2.5. No process contract

The conduct of the Invitation Process does not give rise to any legal or equitable relationship. A Supplier will not be entitled to claim compensation or loss from the Customer for any matter arising out of the Invitation Process.



Queensland  
Government

including but not limited to any failure by the Customer to comply with these ITO Conditions.

### 3. Alternative and/or innovative offers

The Queensland Procurement Policy promotes an outcome focussed approach, seeking opportunities to innovate and improve value for money. Suppliers are encouraged to submit alternative and/or 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 Invitation to Offer process, 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 offer.

### 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 a contract is established in one of the ways identified in the Basic Purchasing Conditions.

### 7. Compliance

The Supplier must:

- (a) **(communication)** direct all inquiries relating to the Invitation to Offer to the Customer's contact person, and not discuss this Invitation Process with any other person except as required to prepare its offer.
- (b) **(laws)** comply with all Laws, including the *Disability Discrimination Act 1992* (Cth), the *Human Rights Act 2019* (Qld), the *Modern Slavery Act 2018* (Cth) and all Acts referenced in the Ethical Supplier Threshold and ensure that the Supplier's actions do not cause the Customer to breach any Laws.
- (c) **(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 Invitation to Offer, and not disclose it except to its Personnel on a need to know basis for the purpose of responding to the Invitation to Offer, or with the Customer's consent, or to the extent required by Law, or to its professional advisors.
- (d) **(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.
- (e) **(no publicity)** not make any public announcements or advertisement relating to the Invitation Process.
- (f) **(competitive neutrality)** if the Supplier is a government owned business, local government, or Commonwealth, State or Territory or authority, price its

offer to comply with the competitive neutrality principles of the Supplier's jurisdiction.

- (g) **(Personnel)** ensure that its Personnel also comply with these requirements.
- (h) **(insurances)** if required in Part B – Contract Details, the Supplier is to provide relevant and current insurance certificates with their offer. If requested after the closing date for offers, the Supplier is required to provide relevant and current insurance certificates within five (5) Business Days of the request from the Customer unless otherwise indicated by the Customer.

## 8. Warranties

### 8.1. Anti-competitive conduct

The Supplier warrants that neither it, nor its Personnel have engaged in, or will engage 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 neither it nor its Personnel have or are likely to have a Conflict of Interest in connection with this Invitation Process, except as disclosed in the Supplier's offer.

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 and the term of any Contract subsequently entered as a result of this Invitation Process.

If during the Invitation Process period, a Conflict of Interest arises, or appears likely to arise, the Supplier must notify the Customer immediately and take such steps to resolve or otherwise deal with the Conflict of Interest to the reasonable satisfaction of the Customer.

### 8.3. Criminal organisation

The Supplier warrants that the Supplier and, to the best of its knowledge and belief having made reasonable enquiries, its Personnel, have not been convicted of an offence under the Criminal Code in the *Criminal Code Act 1899* (Qld) where one of the elements of the offence is that the person is a participant in a criminal organisation within the meaning of the Criminal Code.

### 8.4. Accuracy of information

The Supplier warrants that all representations, declarations, statements, information and documents made or provided by the Supplier (including its representatives) in connection with the Invitation Process ('**Supplier Information**') are complete, accurate, up-to-date and not misleading in any way.

### 8.5. Warranties are ongoing

The warranties in this section are provided as at the date of the Supplier's offer to the Invitation Process and on an ongoing basis until the later of the Customer notifying the Supplier that its offer 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

Document title goes here

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.

#### 8.6. 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 from the Invitation Process, or terminate the Contract with the Supplier which is subsequently entered into as a result of the Invitation Process, where it believes the Supplier has breached any warranty in this clause.

#### 9. Section 89 of the Criminal Code

Section 89 (1) of the Criminal Code in the *Criminal Code Act 1899* (Qld) makes it an offence for a person employed in the public service to knowingly acquire or hold, other than as a member of a registered joint stock company consisting of more than 20 persons, a private interest in a contract or agreement which is made on account of the public service with respect to any matter concerning the department of the service in which the person is employed. Section 89 (2) provides that the person does not commit an offence if, before the person acquires or starts to hold the private interest, the person discloses the nature of the interest to the chief executive of the department for which they are employed and the chief executive authorises the person in writing, to hold or acquire the interest

For the purpose of this clause 9, an 'employee' is an individual who receives or is entitled to receive salary or wages through the payroll system of the Customer.

The Supplier warrants that it will not submit an offer which, if accepted, would result in an individual being in breach of section 89 of the Criminal Code 1899 (Qld).

#### 10. Access and inspection

The Supplier must, on reasonable prior written notice from the Customer, give the Customer reasonable access to the Supplier's premises and to Supplier documentation, records and Personnel, to enable the Customer or a third party engaged by the Customer to verify:

- (a) the completeness and accuracy of information provided by the Supplier in connection with the Invitation Process; and

the Supplier's compliance with its obligations under these ITO Conditions

#### 11. 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 [Open Data Portal](#), [QTenders](#), and/or [Queensland Contracts Directory](#), or wherever required or recommended by Queensland Procurement Policy.

## Technical paper on Bribe Island breakthrough potential causes

### [Procurement Activity ID and Title]

Section 1 – Request for Quote	
Customer Details	The State of Queensland acting through the Department of Environment and Science ABN: 46 640 294 485
Contact Officer	Project Officer Name, Position and Branch Street Address Postal Address
Request for Quote Details	
Date of Issue	
Request for Quote Contact Officer	All enquiries regarding this RFQ should be directed to: Name: Position: Email:
Closing Date and Time	XX:XX am/pm Queensland Time on [DD/MM/YYYY]
Cut off for Clarification	XX:XX am/pm Queensland Time on [DD/MM/YYYY]
Submission Requirements	Quotes are to be submitted [insert how quotes are to be submitted, i.e. email to Contact Officer, or Queensland Government Q tender Website], by the closing date and time. Submissions are to be zipped where possible with a maximum email size of 20MB <b>Quote must include the following as a minimum:</b> <ul style="list-style-type: none"> <li>Completed and signed - Request for Quote (this document)</li> <li>Copy of Certificate of Currency of required insurance policies</li> <li>[Insert other submission requirements if applicable].</li> </ul>
Offer Validity Period	All quotes submitted will remain valid and open for acceptance for 90 calendar days.

**Commented [BL1]:** Insert details of contact officer for the Request for Quote – that is, the person managing the RFQ process and receipt of offers from suppliers. **NOTE: contact officer cannot be members of Evaluation Panel or Financial Delegate** – recommend Procurement Officer is used.

**Commented [BL2]:** Recommend use of a workgroup mailbox where available and confidentiality of suppliers offers can be achieved.

**Commented [CS3]:** If selecting QTenders then the contact/procurement officer will need to contact DES Procurement to request access to the system.

<b>Site Visit / Industry Briefing [Delete if not required]</b>	<p>This Request for Quote has a <b>mandatory / optional site visit/ industry briefing</b> on <b>[insert date]</b>.</p> <p>Suppliers will meet at: <b>[insert address]</b> at <b>[insert time]</b></p> <p><b>[No. in words (X)]</b> representative per company allowed to attend.</p> <p>The Customer does not give any warranty as to the condition of the site or anything located at the site.</p> <p>Please register for the site visit/industry briefing via email no later than <b>[insert Time and Date]</b> via: <b>[insert method – email / phone]</b>.</p> <p>Registration details required are: company name; name and contact number of attendee/s.</p>
<b>Complaints</b>	<p>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 Client contact person, the Supplier may request for the issue to be dealt with in accordance with the Client's complaint management process as per instructions and options outlined at:</p> <p><a href="https://www.des.qld.gov.au/contactus/feedback/?type=complaint">https://www.des.qld.gov.au/contactus/feedback/?type=complaint</a></p>
<b>Conditions:</b> the following conditions apply to this Request for Quote and the resulting purchase of goods and services	
<b>Conditions of Offer</b>	This Request for Quote (RFQ) process will be governed by the RFQ Conditions contained in Schedule A.
<b>Conditions of Contract</b>	<p>The <b>[Basic Purchasing Conditions / General Conditions of Contract]</b> will apply to the contract formed with the successful Supplier. The Conditions are available at the <a href="#">Department of Energy and Public Works website</a> The definitions and rules of interpretation applicable to the Contract are available on the <a href="#">Department of Energy and Public Works website</a>.</p> <p>A contract will not be formed until the Customer provides formal notice to the Supplier that the Supplier's the offer has been accepted.</p> <p>For the purposes of the Contract Conditions, the 'Contract Details' or 'Details' refers to this document and any Purchase Order issued to the successful supplier.</p> <p>The <a href="#">Supplier Code of Conduct</a> details the behavioural standards and principles expected of suppliers. The successful Supplier is required to comply with the <a href="#">Supplier Code of Conduct</a> and the Queensland Government's <a href="#">Ethical Supplier Threshold</a>.</p>

<b>Section 2 - Requirements</b>	
<b>Description of goods and/or services required</b>	<p><b>Background:</b></p> <p>Bribie Island is a barrier island approximately 34km in length located in Southeast Queensland, Australia, and provides protection for a portion of the mainland Sunshine Coast community. The northern end of Bribie Island consists of a ~4 km narrow spit like sand barrier, which has experienced a long-term trend of erosion.</p> <p>In January 2022 the Northern section of Bribie Island experienced significant erosion caused by unusually high tides and large waves associated with Cyclone Seth. The erosion caused by this weather system has resulted in a breakthrough, forming a new tidal entrance approximately 300m wide, which is expected to continue to expand. This event is not the first time storm waves have caused severe erosion on Bribie island, TC Oma in 2018 caused erosion in a number of locations, additionally a low pressure system in December 2020 caused severe wave overtopping. These events have generated substantial community concern regarding the causes of the breakthrough event, particularly if it was due to natural</p>



coastal process or human induced.

DES would like to engage an independent reviewer to investigate several potential causes of erosion and breakthrough at Bribie Island and prepare a Technical Paper as well as a presentation.

Some potential causes of erosion includes (but not limited to):

1. Dredging at Spitfire Channel near Cowan Cowan on Moreton Island to extract sand for building and construction (concrete).
2. Dredging of the navigation channel approximately 1km offshore from northern Bribie Island by Port of Brisbane.
3. Ship wake from the commercial shipping using the navigation channel.
4. The historical development of Lamerough Canal at southern Golden Beach which is pushing the main tidal channel against Bribie Island
5. Storm wave events and natural coastal processes

To examine the effect of ship wake DES is planning to deploy a wave buoy near the navigation channel in line with the breakthrough site to measure waves for x months. Additionally, 3 temporary tide gauges are soon being installed at the Skids, Hussy Creek and Halls Creek Mouth to monitor the tidal regime.

**Objectives:**

Technical paper to investigate potential causes of island erosion, including potential human induced cause:

- Investigate and advise on the potential causes of erosion and breakthrough from existing literature, and recommendations for further study, monitoring and investigations
- Prepare a short technical synthesis paper and presentation (including presenting) for community consultation

**Exclusions:**

No coastal modelling required  
No additional data collection envisioned

**Available documentation and data:**

Available reference materials includes, but is not limited to, the following:

- Wave and tide data, Caloundra wave buoy and tide gauge Golden Beach
- Previous prepared reports
- Qld Globe imagery (available online)
- EPP approvals for dredging (incl. supporting documents)
- Reports from Sunshine Coast Council: SEMP and Bribie Island Tidal Breakthrough Risk Assessment Study (2009?)
- Reports from PoB dredging
- Bathymetry and drone LiDAR surveys list dates
- Historical data sets for the temporary tide gauges: 1993 (prop. also

**Scope:**

DES requires understanding and comprehensive explanation of potential causes

**Commented [LR4]:** Suggestion for another potential cause of erosion: Dredging near the navy cadets at Golden Beach?

**Commented [LR5]:** Need to think about the specifics here; also suggested the location to be a bit north or south of the breakthrough, so minimal influence from the breakthrough. Suggestion for Jim/ Elysia to check if ship wake can be seen in the Caloundra buoy as wave climate is more energetic than at Torres Strait. Either GPS or Mk4 can be made ready to deploy or optional an ADCP.

**Commented [LR6R5]:** Jim checked and wave heights should be low and some periods can mess up the data. So Ship wake can be detected from Caloundra buoy, also include Paper from Daryl/Jim/John North Moreton wave buoy site since 2010? and wave pole: 80's & 90's data could detect shipwake as well. Potentially, talk to Jim tomorrow.

**Commented [LR7]:** 2 or 3

**Commented [LR8]:** Feb 2022

**Commented [PB9]:** It is my understanding that this report is required quickly so this may not be available in time.

**Commented [LR10R9]:** Yes, that is a good point. Would 1 month deployment already give enough data?

**Commented [LR11]:** Sel are you able to update this list.

**Commented [PB12]:** Do we have these?

	<p>of the coastal erosion at Bribie Island, specifically related to the recent breakthrough in front of Golden Beach. This technical paper shall inform DES and the community on the likely causes of the erosion as well as recommendations for future study and data capture.</p> <p><b>Inception meeting</b></p> <p>The consultant will arrange and facilitate an inception meeting with the DES project officer and representatives. The intent of this meeting is to clarify and agree on key requirements of the project including methodology to undertake the full scope of the project. Key themes of the meeting will include but not to be limited to the following:</p> <ul style="list-style-type: none"> <li>• Expected outcomes and objectives of this engagement</li> <li>• Confirmation of requirements</li> <li>• Questions in regard to available data and reports</li> <li>• Methodology to complete report</li> <li>• Program of work with proposed deadlines and DES project officer involvement/ review</li> <li>• Roles and responsibilities of the project team</li> <li>• Arrangements for progressive reporting to DES project officer</li> </ul> <p>Consultant to prepare and circulate meeting minutes to all attendees for review and confirmation within 5 business days after the meeting.</p> <p><b>Review existing data and documents + literature review</b></p> <p>A comprehensive understanding of the current and past coastal processes and human interventions is needed for this study. The consultant is to undertake a review and, only where necessary, desktop analysis of:</p> <ul style="list-style-type: none"> <li>- Current and past information about Bribie Island and human interventions in the area that could potentially cause erosion</li> <li>- Local coastal processes studies</li> <li>- Analysis of obtained data sets: tide, waves, bathymetry and imagery</li> <li>- Other studies relevant to the area and topic</li> </ul> <p>The reference material available is extensive and this study should rely on previous work and obtained datasets where appropriate. The consultant should further collate and contextualise historical data if required and establish links to potential causes of erosion at Bribie Island.</p> <p>References should be provided for other literature that may be used.</p> <p><b>Identification of potential causes of erosion and their likelihood of occurring</b></p> <p>The review described above will identify potential causes of erosion and the data should give an insight into the likelihood of occurring. A detail description of the potential causes of erosion should be given and evidence of occurring or not occurring prepared.</p> <p><b>Report and Presentation</b></p> <p>Draft and Final technical synthesis with a non-technical executive summary. Presentation at community forums</p> <p>Timeframe: 10 weeks</p>
<b>Deliverables / Milestones</b>	<b>Deliverables:</b>

	<p>Report and Presentations</p> <p>All submitted and supporting documents and reports delivered in .pdf format as well as original and editable native electronic formats.</p> <p>Presentations to be prepared in PowerPoint and handouts in .pdf format.</p> <p>Milestones and payment schedule:</p> <p>Inception (week 1) 10%</p> <p>Draft report (week 8) 50%</p> <p>Final report (week 10) 25%</p> <p>Presentations (week 10) 15%</p>
<b>Start Contract Date</b>	<p>Upon acceptance of the Supplier's Offer by the Customer</p> <p>OR</p> <p>Insert date</p>
<b>End Contract Date</b>	Insert date
<b>Extension Options</b>	Insert options or choose 'Not applicable'
<p><b>Section 3 - Evaluation of Offers</b></p> <p>Quotes will be evaluated based on [choose either of the following as per your Procurement Plan]:</p> <ul style="list-style-type: none"> <li>the following criteria [if particular evaluation criteria to be used insert criteria in table below]</li> <li>overall value for money over the whole-of-life the contract (including but not limited to ability to comply with requirements and to meet timeframes, and cost) and compliance with mandatory requirements.</li> </ul> <p><b>Compliance with Mandatory Requirements</b></p> <p><i>Evaluation Criteria 1:</i> Comprehensive understanding of Bribie Island and the local coastal environment including coastal processes and breakthrough mechanisms of barrier islands</p> <p><i>Evaluation Criteria 2:</i> Professional qualifications and experience for successful completion of the scope of work.</p> <p><i>Evaluation Criteria 3:</i> Proposed sound methodology to complete the scope of the work and deliverables</p> <p><i>Evaluation Criteria 4:</i> Demonstrated experience in delivering comprehensive but easy to understand technical papers and community presentations.</p>	
<p><b>Section 4 - Supplier Response and Details</b></p> <p><i>(Supplier must complete and sign this Section as part of its response to this RFQ)</i></p> <p><b>Privacy Notice:</b> The Client 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 Client about the individual in certain circumstances.</p>	
<b>Supplier name and ABN/ACN</b>	<insert legal entity name and ABN/ACN>

<b>Contact Person</b>	<i>Name: &lt;insert&gt;</i> <i>Position: &lt;insert&gt;</i> <i>Phone number: &lt;insert&gt;</i> <i>Email: &lt;insert&gt;</i> <i>Address: &lt;insert&gt;</i>	
<b>Mandatory Requirements</b>		
<b>Insurances</b>	Do you agree to comply with the insurance requirements as specified below? <b>No</b> <input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> Supplier is to provide details of policies below. Where the Supplier does not currently hold adequate insurance, a statement must be provided as to whether the Supplier is prepared to obtain the required insurances.	
<b>Workers Compensation</b>	Choose an item.	
<b>Public Liability</b>	Choose an item.	
<b>Products Liability</b>	Choose an item.	
<b>Professional Indemnity</b>	Choose an item.	
<b>Other Insurances</b>	Insert other insurances as required	
<b>Compliance with the Ethical Supplier Threshold</b>	Do you declare that you comply with the Queensland Government's Ethical Supplier Threshold? <b>No</b> <input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> If no, insert details	
<b>Compliance with the Contract Conditions</b>	Do you agree to comply with the Contract Conditions specified in Section 1? <b>No</b> <input type="checkbox"/> <b>Yes</b> <input type="checkbox"/>	
<b>Conflict of Interest</b>	Suppliers must give details of any possible Conflict of Interest that exists or may arise in relation to the making and/or acceptance of their quote. If there is nothing to declare, please insert "None". <insert Supplier response>	
<b>[Other Mandatory Requirements – delete row if not applicable]</b>	<b>No</b> <input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> [Insert any other mandatory requirements the supplier must comply with to deliver the goods and/or services – e.g. authorisations, qualifications etc. If specified in Schedule B – Specifications, leave blank]	
<b>Local Supplier</b>	Does the organisation identify as a Local Supplier?* <input type="checkbox"/> Yes (within 125km) <input type="checkbox"/> No If No, do you identify yourself as being one of the following? <input type="checkbox"/> Located within local region <input type="checkbox"/> Queensland Business (main business location registered as Queensland with the Australian Business Register) <input type="checkbox"/> Australian Business	

<b>Aboriginal and Torres Strait Islander Supplier (ATSI)</b>	<p>Does the organisation identify as an ATSI Supplier?*</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>*In accordance with the definitions contained in the Queensland Indigenous Procurement Policy (QIPP), an Indigenous business is one that is at least 50 per cent owned by an Aboriginal person or Torres Strait Islander person.</i></p>
<b>Supplier Enterprise Type</b>	<p>Please select enterprise type below:</p> <p><input type="checkbox"/> Small Business [19 or less employees]</p> <p><input type="checkbox"/> Medium Business [between 20-199 employees]</p> <p><input type="checkbox"/> Large Business [200 or more employees]</p>
<p><b>Authorisation and execution by Supplier</b></p> <p>This quote is submitted by the Supplier's authorised representative. By signing, the Supplier is offering to enter into a Contract on the terms set out in this document and the Conditions of Contract listed in Section 1.</p>	<p>As the authorised officer, I certify that:</p> <p>(a) I am authorised to submit the Supplier's response as the Supplier's representative.</p> <p>(b) The Supplier understands and has complied with the Requirements of the Request for Quote.</p> <p>(c) The Supplier's response is complete, accurate and not misleading in any way.</p> <p><b>Name:</b> _____</p> <p><b>Position:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date:</b> _____</p>
<b>Supplier Response to Requirements</b>	
<p><b>Conformance to Requirements [use where no specific evaluation criteria have been chosen - ie the offers are to be evaluated based on overall value for money. The supplier is to detail below how they will meet the requirements specified in Section 2 above, and (if applicable) Schedule B – Specifications]</b></p>	
<p>&lt;Supplier is to detail how they will meet the requirements specified in Section 2 (and if applicable, Schedule B – Specifications). The supplier should consider addressing its capability and capacity in delivering the goods/services requirements. Include any information necessary to demonstrate value for money including, for example, past experience, capacity, capability, availability, key personnel etc&gt; Examples:</p> <ul style="list-style-type: none"> <li>• Please refer to attached proposal / CV (contractors/services)</li> <li>• Description of goods/services methodology</li> <li>• Details of supplier's ability to meet requirements</li> <li>• Response to specification/requirements and Key Performance Indicators</li> <li>• Detail of proposed deliverables/milestones including timelines</li> </ul>	
<b>[Response to Evaluation Criteria – if using evaluation criteria, insert criteria below]</b>	
<p><b>[Insert Evaluation Criteria - Eg. Methodology]</b></p> <ul style="list-style-type: none"> <li>• <b>[Insert key considerations / questions that the supplier must address to allow evaluation, if applicable – e.g. Detail how you will meet the requirements specified in Section 2 and Schedule B (if applicable)]</b></li> </ul>	<p>&lt;Supplier to add details below to demonstrate how they meet this evaluation criterion OR refer to attached material that addresses the criterion&gt;</p>
<p><b>[Insert Evaluation Criteria - Eg. Capability and Key Personnel]</b></p>	<p>&lt;Supplier to add details below to demonstrate how they meet this evaluation criterion OR refer to attached material that addresses the criterion&gt;</p>

<ul style="list-style-type: none"> <li>[Insert key considerations / questions that the supplier must address to allow evaluation, if applicable – e.g. Provide detail of the capability of your organisation and of any Key Personnel/subcontractors in delivering goods/services of this type]</li> </ul>	
<p>[Insert other Evaluation Criteria - Eg. previous projects / past experiences]</p> <ul style="list-style-type: none"> <li>[Insert key considerations / questions that the supplier must address to allow evaluation, if applicable - e.g. Provide detail of the experience of your organisation and of any Key Personnel/subcontractors in delivering goods/services of this type in the past; Provide detail of previous projects delivering goods/services of this type in the past]</li> </ul>	<p>&lt;Supplier to add details below to demonstrate how they meet the evaluation criteria OR refer to attached material that addresses the criterion&gt;</p>
<p>[Insert Evaluation Criteria]</p> <ul style="list-style-type: none"> <li>[Insert key considerations / questions that the supplier must address to allow evaluation, if applicable]</li> </ul>	<p>&lt;Supplier to add details below to demonstrate how they meet the evaluation criteria OR refer to attached material that addresses the criterion&gt;</p>

**Referees [delete if not required]**

Provide contact details of (at least) two (2) clients for whom similar work has previously been undertaken. Include contact name, phone number and a brief description of the previous project undertaken for this client including the approximate value of the project.

<p><b>1. Project Name:</b> &lt;insert details&gt;  <b>Client:</b> &lt;insert company name&gt;  <b>Contact Details:</b> &lt;insert contact name, phone and email address&gt;  <b>Description of Works:</b> &lt;insert project summary&gt;</p>
<p><b>2. Project Name:</b> &lt;insert details&gt;  <b>Client:</b> &lt;insert company name&gt;  <b>Contact Details:</b> &lt;insert contact name, phone and email address&gt;  <b>Description of Works:</b> &lt;insert project summary&gt;</p>

**Pricing [amend as necessary for your purchase need]**

Products Or Services Offered And Pricing Description <small>(attach brochures/attachments or other documentary evidence of compliance with requirement, if necessary)</small>	Supplier's Response			
	Quantity	Unit Price (excl. GST)	GST Payable (per unit)	Total Price (incl. GST)
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
	<b>Delivery / Other Costs</b>			\$
<b>Settlement Discount</b> (if applicable) ..... % .....Days If no discount is offered, then the Customer's standard	\$	\$	\$	\$

Streamlined Request for Quote – [Procurement Activity ID and Title]

payment terms of 30 days shall apply

Supplier is a small business registered with the On Time Payment Small Business Register – payment terms are 20 days

**Total Unit Price (excl. GST)**

**Total GST Payable**

**Total Price (incl. GST)**

Published on DES Disclosure Log  
RTI Act 2009

## Schedule A – RFQ Conditions of Offer

### 1. Interpretation

These Invitation to Offer Conditions may be used where the Customer is seeking offers to enter into a Contract.

The Definitions and Interpretation (version 3.0 published December 2020) will apply to these Invitation to Offer Conditions, available via this [website](#).

### 2. Invitation process

#### 2.1. Supplier acceptance

By participating in the Invitation Process, the Supplier accepts these ITO Conditions.

By submitting an offer, the Supplier offers to enter into a Contract with the Customer under which for Goods, Services and Deliverables and acknowledges that the Customer may accept the offer 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 where considered appropriate by the Customer. This may include:

- (a) adding the terms and conditions applicable to the Invitation Process, including terms of the ITO Conditions and/or proposed Contract;
- (b) adding or changing Requirements;
- (c) amending dates including extending the Closing date and time;
- (d) amending the evaluation criteria stipulated in the Invitation to Offer and/or
- (e) cancelling the Invitation Process.

Without limitation, the Customer may, during the Invitation Process:

- (a) consider, accept or reject an offer received after the Closing date and time;
- (b) consider, accept or reject non-Conforming Offers, alternative or innovative offers, offers in part, or multiple offers;
- (c) 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;

- (d) conduct checks on the Supplier with other Queensland Government departments and agencies, and Queensland Government Bodies;
- (e) reject any or all offers;
- (f) accept an offer that did not progress through all phases of the evaluation process;
- (g) amend the evaluation criteria stipulated in the Invitation to Offer document;
- (h) exercise discretion in evaluating any subjective evaluation criteria;
- (i) negotiate with one or more Suppliers and allow any Supplier to vary its offer;
- (j) interview, negotiate or hold discussions with any Supplier on any matter contained (or proposed to be contained) in an offer 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) conduct checks on the Supplier or request the Supplier to substantiate to the Customer's satisfaction information supplied by the Supplier during 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.

#### 2.3. Contract structure

The Suppliers attention is drawn to the fact that the Customer reserves the right, at any time during the term of any Contract established as a result of this Invitation Process to:

- (a) engage other suppliers for the supply of the Goods, Services and other Deliverables the same or similar to the deliverables and
- (b) enter into Contracts with other suppliers for the supply of Goods, Services and Deliverables, notwithstanding that the other suppliers did not participate in the Invitation Process, for any reason, including if the Customer considers it is necessary or desirable to comply with government policy regarding diversity in supply chains, the



achievement of social objectives or in the interest of public health and safety.

#### 2.4. Statistical and other relevant data

Statistical and other relevant data provided in this Invitation Process is not to be construed as a guarantee for providing any business whatsoever by the Customer. The Supplier shall make no claim for anticipated profit or for loss of profit because of any difference between the data provided to assist Suppliers in compiling an offer and the volume of goods or services actually required by the Customer and so provided by the Supplier during the period of the Contract.

#### 2.5. No process contract

The conduct of the Invitation Process does not give rise to any legal or equitable relationship. A Supplier will not be entitled to claim compensation or loss from the Customer for any matter arising out of the Invitation Process, including but not limited to any failure by the Customer to comply with these ITO Conditions.

#### 3. Alternative and/or innovative offers

The Queensland Procurement Policy promotes an outcome focussed approach, seeking opportunities to innovate and improve value for money. Suppliers are encouraged to submit alternative and/or 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 Invitation to Offer process, 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 offer.

#### 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 a contract is established in one of the ways identified in the **Basic Purchasing Conditions / General Contract Conditions**.

#### 7. Compliance

The Supplier must:

- (a) **(communication)** direct all inquiries relating to the Invitation to Offer to the Customer's contact person, and not discuss this Invitation Process with any other person except as required to prepare its offer.
- (b) **(laws)** comply with all Laws, including the *Disability Discrimination Act 1992* (Cth), the *Human Rights Act 2019* (Qld), *Modern Slavery Act 2018* (Cth) and all Acts referenced in the Ethical Supplier Threshold and ensure that the Supplier's actions do not cause the Customer to breach any Laws.
- (c) **(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 Invitation to Offer, and not disclose it except to its Personnel on a need to know basis for the purpose of responding to the Invitation to Offer, or with the Customer's consent, or to the extent required by Law, or to its professional advisors.

- (d) **(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.
- (e) **(no publicity)** not make any public announcements or advertisement relating to the Invitation Process.
- (f) **(competitive neutrality)** if the Supplier is a government owned business, local government, or Commonwealth, State or Territory or authority, price its offer to comply with the competitive neutrality principles of the Supplier's jurisdiction.
- (g) **(Personnel)** ensure that its Personnel also comply with these requirements.
- (h) **(insurances)** if required in Part B – Contract Details, the Supplier is to provide relevant and current insurance certificates with their offer. If requested after the closing date for offers, the Supplier is required to provide relevant and current insurance certificates within five (5) Business Days of the request from the Customer unless otherwise indicated by the Customer.

#### 8. Warranties

##### 8.1. Anti-competitive conduct

The Supplier warrants that neither it, nor its Personnel have engaged in, or will engage 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 neither it nor its Personnel have or are likely to have a Conflict of Interest in connection with this Invitation Process, except as disclosed in the Supplier's offer.

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 and the term of any Contract subsequently entered as a result of this Invitation Process.

If during the Invitation Process period, a Conflict of Interest arises, or appears likely to arise, the Supplier must notify the Customer immediately and take such steps to resolve or otherwise deal with the Conflict of Interest to the reasonable satisfaction of the Customer.

##### 8.3. Criminal organisation

The Supplier warrants that the Supplier and, to the best of its knowledge and belief having made reasonable enquiries, its Personnel, have not been convicted of an

**Commented [GB13]:** Amend to the Contract Conditions you are using

offence under the Criminal Code in the *Criminal Code Act 1899* (Qld) where one of the elements of the offence is that the person is a participant in a criminal organisation within the meaning of the Criminal Code.

#### 8.4. Accuracy of information

The Supplier warrants that all representations, declarations, statements, information and documents made or provided by the Supplier (including its representatives) in connection with the Invitation Process ('**Supplier Information**') are complete, accurate, up-to-date and not misleading in any way.

#### 8.5. Warranties are ongoing

The warranties in this section are provided as at the date of the Supplier's offer to the Invitation Process and on an ongoing basis until the later of the Customer notifying the Supplier that its offer 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.

#### 8.6. 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 from the Invitation Process, or terminate the Contract with the Supplier which is subsequently entered into as a result of the Invitation Process, where it believes the Supplier has breached any warranty in this clause.

#### 9. Section 89 of the Criminal Code

Section 89 (1) of the Criminal Code in the *Criminal Code Act 1899* (Qld) makes it an offence for a person employed in the public service to knowingly acquire or hold, other than as a member of a registered joint stock company consisting of more than 20 persons, a private interest in a contract or agreement which is made on account of the public service with respect to any matter concerning the department of the service in which the person is employed. Section 89 (2) provides that the person does not commit an offence if, before the person acquires or starts to hold the private interest, the person discloses the nature of the

interest to the chief executive of the department for which they are employed and the chief executive authorises the person in writing, to hold or acquire the interest

For the purpose of this clause 9, an 'employee' is an individual who receives or is entitled to receive salary or wages through the payroll system of the Customer.

The Supplier warrants that it will not submit an offer which, if accepted, would result in an individual being in breach of section 89 of the Criminal Code 1899 (Qld).

#### 10. Access and inspection

The Supplier must, on reasonable prior written notice from the Customer, give the Customer reasonable access to the Supplier's premises and to Supplier documentation, records and Personnel, to enable the Customer or a third party engaged by the Customer to verify:

- (a) the completeness and accuracy of information provided by the Supplier in connection with the Invitation Process; and

the Supplier's compliance with its obligations under these ITO Conditions

#### 11. 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 [Open Data Portal](#), [QTenders](#), and/or [Queensland Contracts Directory](#), or wherever required or recommended by Queensland Procurement Policy.

## Schedule B – Specification – [Procurement Activity ID and Title]

Delete this Schedule if a detailed specification is not required for the purchase.

**Commented [BL14]:** You can either complete Section 2 or this Schedule depending on the level of detail you need to provide your potential Suppliers.

<b>1. BACKGROUND/SCOPE</b>	
<<Customer to provide a brief description of the goods or services and any background information. Include what is to be achieved, compatibility with other equipment, how the item is to be used and context etc.>>	
<b>2. TECHNICAL/FUNCTIONAL REQUIREMENTS</b>	
<b>Mandatory requirements</b>	List any "must haves" (if supplier cannot meet, then their offer will be excluded from evaluation)
<b>Requirements / Scope of Work</b>	Describe requirements or scope of work in detail
<b>Key Deliverables and Milestones (if applicable)</b>	Insert any Key Deliverables and/or Milestones (if applicable)
<b>Delivery address (if applicable)</b>	Insert delivery address (if applicable)

## Technical paper on Bribe Island breakthrough potential causes

[Procurement Activity ID and Title]

Section 1 – Request for Quote	
Customer Details	The State of Queensland acting through the Department of Environment and Science ABN: 46 640 294 485
Contact Officer	Project Officer Name, Position and Branch Street Address Postal Address
Request for Quote Details	
Date of Issue	
Request for Quote Contact Officer	All enquiries regarding this RFQ should be directed to: Name: Position: Email:
Closing Date and Time	XX:XX am/pm Queensland Time on [DD/MM/YYYY]
Cut off for Clarification	XX:XX am/pm Queensland Time on [DD/MM/YYYY]
Submission Requirements	Quotes are to be submitted [insert how quotes are to be submitted, i.e. email to Contact Officer, or Queensland Government Qtender Website], by the closing date and time. Submissions are to be zipped where possible with a maximum email size of 20MB <b>Quote must include the following as a minimum:</b> <ul style="list-style-type: none"> <li>Completed and signed - Request for Quote (this document)</li> <li>Copy of Certificate of Currency of required insurance policies</li> <li>[Insert other submission requirements if applicable].</li> </ul>
Offer Validity Period	All quotes submitted will remain valid and open for acceptance for 90 calendar days.

**Commented [BL1]:** Insert details of contact officer for the Request for Quote – that is, the person managing the RFQ process and receipt of offers from suppliers. **NOTE: contact officer cannot be members of Evaluation Panel or Financial Delegate** – recommend Procurement Officer is used.

**Commented [BL2]:** Recommend use of a workgroup mailbox where available and confidentiality of suppliers offers can be achieved.

**Commented [CS3]:** If selecting QTenders then the contact/procurement officer will need to contact DES Procurement to request access to the system.

<p><b>Site Visit / Industry Briefing [Delete if not required]</b></p>	<p>This Request for Quote has a <b>mandatory / optional site visit/ industry briefing</b> on [insert date].</p> <p>Suppliers will meet at: [insert address] at [insert time]</p> <p>[No. in words (X)] representative per company allowed to attend.</p> <p>The Customer does not give any warranty as to the condition of the site or anything located at the site.</p> <p>Please register for the site visit/industry briefing via email no later than [insert Time and Date] via: [insert method – email / phone].</p> <p>Registration details required are: company name; name and contact number of attendee/s.</p>
<p><b>Complaints</b></p>	<p>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 Client contact person, the Supplier may request for the issue to be dealt with in accordance with the Client's complaint management process as per instructions and options outlined at:</p> <p><a href="https://www.des.qld.gov.au/contactus/feedback/?type=complaint">https://www.des.qld.gov.au/contactus/feedback/?type=complaint</a></p>
<p><b>Conditions:</b> the following conditions apply to this Request for Quote and the resulting purchase of goods and services</p>	
<p><b>Conditions of Offer</b></p>	<p>This Request for Quote (RFQ) process will be governed by the RFQ Conditions contained in Schedule A.</p>
<p><b>Conditions of Contract</b></p>	<p>The [Basic Purchasing Conditions / General Conditions of Contract] will apply to the contract formed with the successful Supplier. The Conditions are available at the <a href="#">Department of Energy and Public Works website</a> The definitions and rules of interpretation applicable to the Contract are available on the <a href="#">Department of Energy and Public Works website</a>.</p> <p>A contract will not be formed until the Customer provides formal notice to the Supplier that the Supplier's the offer has been accepted.</p> <p>For the purposes of the Contract Conditions, the 'Contract Details' or 'Details' refers to this document and any Purchase Order issued to the successful supplier.</p> <p>The <a href="#">Supplier Code of Conduct</a> details the behavioural standards and principles expected of suppliers. The successful Supplier is required to comply with the <a href="#">Supplier Code of Conduct</a> and the Queensland Government's <a href="#">Ethical Supplier Threshold</a>.</p>

<p><b>Section 2 - Requirements</b></p>	
<p><b>Description of goods and/or services required</b></p>	<p><b>Background:</b></p> <p>Bribie Island is a barrier island approximately 34km in length located in Southeast Queensland, Australia, and provides protection for a portion of the mainland Sunshine Coast community. The northern end of Bribie Island consists of a ~4 km narrow spit like sand barrier, which has experienced a long-term trend of erosion.</p> <p>In January 2022 the Northern section of Bribie Island experienced significant erosion caused by unusually high tides and large waves associated with Cyclone Seth. The erosion caused by this weather system has resulted in a breakthrough, forming a new tidal entrance approximately 300m wide, which is expected to continue to expand. This event is not the first time storm waves have caused severe erosion on Bribie island, TC Oma in 2018 caused erosion in a number of locations, additionally a low pressure system in December 2020 caused severe wave overtopping. These events have generated substantial community concern regarding the causes of the breakthrough event, particularly if it was due to natural</p>

coastal process or human induced.

DES would like to engage an independent reviewer to investigate several potential causes of erosion and breakthrough at Bribie Island and prepare a Technical Paper as well as a presentation.

Some potential causes of erosion includes (but not limited to):

1. Dredging at Spitfire Channel near Cowan Cowan on Moreton Island to extract sand for building and construction (concrete).
2. Dredging of the navigation channel approximately 1km offshore from northern Bribie Island by Port of Brisbane.
3. Ship wake from the commercial shipping using the navigation channel.
4. The historical development of Lamerough Canal at southern Golden Beach which is pushing the main tidal channel against Bribie Island
5. Storm wave events and natural coastal processes

To examine the effect of ship wake DES is planning to deploy a wave buoy near the navigation channel in line with the breakthrough site to measure waves for 5? months. Additionally, 3 temporary tide gauges are being installed (Feb 2022) at the Skids, Hussey Creek and Halls Creek Mouth to monitor the tidal regime. Those sites have previously been recording tidal data in 1993.

**Objectives:**

Technical paper to investigate potential causes of island erosion, including potential human induced cause:

- Investigate and advise on the potential causes of erosion and breakthrough from existing literature, and recommendations for further study, monitoring and investigations
- Prepare a short technical synthesis paper and presentation (including presenting) for community consultation

**Exclusions:**

No coastal modelling required

No additional data collection envisioned

**Available documentation and data:**

Available reference materials includes, but is not limited to, the following:

- Wave and tide data, Caloundra wave buoy and tide gauge Golden Beach + 3 temporary tide gauges
- Previous prepared reports
- Qld Globe imagery (available online)
- EPP approvals for dredging (incl. supporting documents)
- Reports from Sunshine Coast Council: SEMP and Bribie Island Tidal Breakthrough Risk Assessment Study (2009?)
- Reports from PoB dredging
- Bathymetry and drone LiDAR surveys list dates
- Historical data sets for the 3 temporary tide gauges: 1993

Scope:

**Commented [LR4]:** Suggestion for another potential cause of erosion: Dredging near the navy cadets at Golden Beach?

**Commented [LR5]:** Engagement until 30 June 2022, which gives about 5 months of data

**Commented [LR6R5]:** Considerations deploying a wave buoy:  
 -Availability: yes confirmed (Grant)  
 -Duration: 1 year, but till end engagement gives 5 months  
 -Caloundra buoy has detected ship wake when wave heights are below 0.5m Hsig  
 -Breakthrough is near the bend of the shipping channel, ships are slowing down at this point.  
 -Wave pole data available from NW2 nav aid from 90's  
 --North Moreton wave buoy not applicable to identify ship wake  
 -Add paper about ship wake

**Commented [LR7]:** Sel are you able to update this list.

**Commented [PB8]:** Do we have these?

**Commented [LR9]:** Elysia or Sell can you add the dates of the surveys?

DES requires understanding and comprehensive explanation of potential causes of the coastal erosion at Bribie Island, specifically related to the recent breakthrough in front of Golden Beach. This technical paper shall inform DES and the community on the likely causes of the erosion as well as recommendations for future study and data capture.

***Inception meeting***

The consultant will arrange and facilitate an inception meeting with the DES project officer and representatives. The intent of this meeting is to clarify and agree on key requirements of the project including methodology to undertake the full scope of the project. Key themes of the meeting will include but not be limited to the following:

- Expected outcomes and objectives of this engagement
- Confirmation of requirements
- Questions in regard to available data and reports
- Methodology to complete report
- Program of work with proposed deadlines and DES project officer involvement/ review
- Roles and responsibilities of the project team
- Arrangements for progressive reporting to DES project officer

Consultant to prepare and circulate meeting minutes to all attendees for review and confirmation within 5 business days after the meeting.

***Review existing data and documents + literature review***

A comprehensive understanding of the current and past coastal processes and human interventions is needed for this study. The consultant is to undertake a review and, only where necessary, desktop analysis of:

- Current and past information about Bribie Island and human interventions in the area that could potentially cause erosion
- Local coastal processes studies
- Analysis of obtained data sets: tide, waves, bathymetry and imagery
- Other studies relevant to the area and topic

The reference material available is extensive and this study should rely on previous work and obtained datasets where appropriate. The consultant should further collate and contextualise historical data if required and establish links to potential causes of erosion at Bribie Island.

References should be provided for other literature that may be used.

***Identification of potential causes of erosion and their likelihood of occurring***

The review described above will identify potential causes of erosion and the data should give an insight into the likelihood of occurring. A detail description of the potential causes of erosion should be given and evidence of occurring or not occurring prepared.

***Report and Presentation***

Draft and Final technical synthesis with a non-technical executive summary.

Presentation at community forums

**Timeframe:**

10 weeks

Commented [LR10]: Wrap up before 30<sup>th</sup> June 2022

<b>Deliverables / Milestones</b>	<p><b>Deliverables:</b></p> <p>Report and Presentations</p> <p>All submitted and supporting documents and reports delivered in .pdf format as well as original and editable native electronic formats.</p> <p>Presentations to be prepared in PowerPoint and handouts in .pdf format.</p> <p><b>Milestones and payment schedule:</b></p> <p>Inception (week 1) 10%</p> <p>Draft report (week 8) 50%</p> <p>Final report (week 10) 25%</p> <p>Presentations (week 10) 15%</p>
<b>Start Contract Date</b>	<p>Upon acceptance of the Supplier's Offer by the Customer</p> <p>OR</p> <p>Insert date</p>
<b>End Contract Date</b>	30th June 2022
<b>Extension Options</b>	Insert options or choose 'Not applicable'
<b>Section 3 - Evaluation of Offers</b>	
<p>Quotes will be evaluated based on [choose either of the following as per your Procurement Plan]:</p> <ul style="list-style-type: none"> <li>the following criteria [if particular evaluation criteria to be used insert criteria in table below]</li> <li>overall value for money over the whole-of-life the contract (including but not limited to ability to comply with requirements and to meet timeframes, and cost) and compliance with mandatory requirements.</li> </ul>	
<b>Compliance with Mandatory Requirements</b>	
<i>Evaluation Criteria 1:</i> Comprehensive understanding of Bribe Island and the local coastal environment including coastal processes and breakthrough mechanisms of barrier islands	
<i>Evaluation Criteria 2:</i> Professional qualifications and experience for successful completion of the scope of work.	
<i>Evaluation Criteria 3:</i> Proposed sound methodology to complete the scope of the work and deliverables	
<i>Evaluation Criteria 4:</i> Demonstrated experience in delivering comprehensive but easy to understand technical papers and community presentations.	
<b>Section 4 - Supplier Response and Details</b>	
<i>(Supplier must complete and sign this Section as part of its response to this RFQ)</i>	
<p><b>Privacy Notice:</b> The Client 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 Client about the individual in certain circumstances.</p>	
<b>Supplier name and ABN/ACN</b>	<insert legal entity name and ABN/ACN>



<b>Contact Person</b>	<i>Name: &lt;insert&gt;</i> <i>Position: &lt;insert&gt;</i> <i>Phone number: &lt;insert&gt;</i> <i>Email: &lt;insert&gt;</i> <i>Address: &lt;insert&gt;</i>	
<b>Mandatory Requirements</b>		
<b>Insurances</b>	Do you agree to comply with the insurance requirements as specified below? <b>No</b> <input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> Supplier is to provide details of policies below. Where the Supplier does not currently hold adequate insurance, a statement must be provided as to whether the Supplier is prepared to obtain the required insurances.	
<b>Workers Compensation</b>	Choose an item.	
<b>Public Liability</b>	Choose an item.	
<b>Products Liability</b>	Choose an item.	
<b>Professional Indemnity</b>	Choose an item.	
<b>Other Insurances</b>	Insert other insurances as required	
<b>Compliance with the Ethical Supplier Threshold</b>	Do you declare that you comply with the Queensland Government's Ethical Supplier Threshold? <b>No</b> <input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> If no, insert details	
<b>Compliance with the Contract Conditions</b>	Do you agree to comply with the Contract Conditions specified in Section 1? <b>No</b> <input type="checkbox"/> <b>Yes</b> <input type="checkbox"/>	
<b>Conflict of Interest</b>	Suppliers must give details of any possible Conflict of Interest that exists or may arise in relation to the making and/or acceptance of their quote. If there is nothing to declare, please insert "None". <insert Supplier response>	
<b>[Other Mandatory Requirements – delete row if not applicable]</b>	<b>No</b> <input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> [Insert any other mandatory requirements the supplier must comply with to deliver the goods and/or services – e.g. authorisations, qualifications etc. If specified in Schedule B – Specifications, leave blank]	
<b>Local Supplier</b>	Does the organisation identify as a Local Supplier?* <input type="checkbox"/> Yes (within 125km) <input type="checkbox"/> No If No, do you identify yourself as being one of the following? <input type="checkbox"/> Located within local region <input type="checkbox"/> Queensland Business (main business location registered as Queensland with the Australian Business Register) <input type="checkbox"/> Australian Business	

<b>Aboriginal and Torres Strait Islander Supplier (ATSI)</b>	Does the organisation identify as an ATSI Supplier?* <input type="checkbox"/> Yes <input type="checkbox"/> No  <i>*In accordance with the definitions contained in the Queensland Indigenous Procurement Policy (QIPP), an Indigenous business is one that is at least 50 per cent owned by an Aboriginal person or Torres Strait Islander person.</i>								
<b>Supplier Enterprise Type</b>	Please select enterprise type below: <input type="checkbox"/> Small Business [19 or less employees] <input type="checkbox"/> Medium Business [between 20-199 employees] <input type="checkbox"/> Large Business [200 or more employees]								
<b>Authorisation and execution by Supplier</b>  This quote is submitted by the Supplier's authorised representative. By signing, the Supplier is offering to enter into a Contract on the terms set out in this document and the Conditions of Contract listed in Section 1.	As the authorised officer, 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 Supplier's response is complete, accurate and not misleading in any way.  <table border="1" data-bbox="368 896 1053 1066"> <tr> <td data-bbox="368 896 486 940"><i>Name:</i></td> <td data-bbox="486 896 1053 940"></td> </tr> <tr> <td data-bbox="368 940 486 985"><i>Position:</i></td> <td data-bbox="486 940 1053 985"></td> </tr> <tr> <td data-bbox="368 985 486 1030"><i>Signature:</i></td> <td data-bbox="486 985 1053 1030"></td> </tr> <tr> <td data-bbox="368 1030 486 1066"><i>Date:</i></td> <td data-bbox="486 1030 1053 1066"></td> </tr> </table>	<i>Name:</i>		<i>Position:</i>		<i>Signature:</i>		<i>Date:</i>	
<i>Name:</i>									
<i>Position:</i>									
<i>Signature:</i>									
<i>Date:</i>									
<b>Supplier Response to Requirements</b>									
<b>Conformance to Requirements [use where no specific evaluation criteria have been chosen - ie the offers are to be evaluated based on overall value for money. The supplier is to detail below how they will meet the requirements specified in Section 2 above, and (if applicable) Schedule B – Specifications]</b>									
<p>&lt;Supplier is to detail how they will meet the requirements specified in Section 2 (and if applicable, Schedule B – Specifications). The supplier should consider addressing its capability and capacity in delivering the goods/services requirements. Include any information necessary to demonstrate value for money including, for example, past experience, capacity, capability, availability, key personnel etc&gt; Examples:</p> <ul style="list-style-type: none"> <li>• Please refer to attached proposal / CV (contractors/services)</li> <li>• Description of goods/services methodology</li> <li>• Details of supplier's ability to meet requirements</li> <li>• Response to specification/requirements and Key Performance Indicators</li> <li>• Detail of proposed deliverables/milestones including timelines</li> </ul>									
<b>[Response to Evaluation Criteria – if using evaluation criteria, insert criteria below]</b>									
<b>[Insert Evaluation Criteria - Eg. Methodology]</b>  <ul style="list-style-type: none"> <li>• [Insert key considerations / questions that the supplier must address to allow evaluation, if applicable – e.g. Detail how you will meet the requirements specified in Section 2 and Schedule B (if applicable)]</li> </ul>	<Supplier to add details below to demonstrate how they meet this evaluation criterion OR refer to attached material that addresses the criterion>								
<b>[Insert Evaluation Criteria - Eg. Capability and Key Personnel]</b>	<Supplier to add details below to demonstrate how they meet this evaluation criterion OR refer to attached material that addresses the criterion>								

<ul style="list-style-type: none"> <li>[Insert key considerations / questions that the supplier must address to allow evaluation, if applicable – e.g. Provide detail of the capability of your organisation and of any Key Personnel/subcontractors in delivering goods/services of this type]</li> </ul>																									
<p>[Insert other Evaluation Criteria - Eg. previous projects / past experiences]</p> <ul style="list-style-type: none"> <li>[Insert key considerations / questions that the supplier must address to allow evaluation, if applicable - e.g. Provide detail of the experience of your organisation and of any Key Personnel/subcontractors in delivering goods/services of this type in the past; Provide detail of previous projects delivering goods/services of this type in the past]</li> </ul>	<p>&lt;Supplier to add details below to demonstrate how they meet the evaluation criteria OR refer to attached material that addresses the criterion&gt;</p>																								
<p>[Insert Evaluation Criteria]</p> <ul style="list-style-type: none"> <li>[Insert key considerations / questions that the supplier must address to allow evaluation, if applicable]</li> </ul>	<p>&lt;Supplier to add details below to demonstrate how they meet the evaluation criteria OR refer to attached material that addresses the criterion&gt;</p>																								
<p><b>Referees [delete if not required]</b></p>																									
<p>Provide contact details of (at least) two (2) clients for whom similar work has previously been undertaken. Include contact name, phone number and a brief description of the previous project undertaken for this client including the approximate value of the project.</p>																									
<p>1. <b>Project Name:</b> &lt;insert details&gt;  <b>Client:</b> &lt;insert company name&gt;  <b>Contact Details:</b> &lt;insert contact name, phone and email address&gt;  <b>Description of Works:</b> &lt;insert project summary&gt;</p>																									
<p>2. <b>Project Name:</b> &lt;insert details&gt;  <b>Client:</b> &lt;insert company name&gt;  <b>Contact Details:</b> &lt;insert contact name, phone and email address&gt;  <b>Description of Works:</b> &lt;insert project summary&gt;</p>																									
<p><b>Pricing [amend as necessary for your purchase need]</b></p>																									
Products Or Services Offered And Pricing Description	Supplier's Response																								
(attach brochures/attachments or other documentary evidence of compliance with requirement, if necessary)	<table border="1"> <thead> <tr> <th>Quantity</th> <th>Unit Price (excl. GST)</th> <th>GST Payable (per unit)</th> <th>Total Price (incl. GST)</th> </tr> </thead> <tbody> <tr> <td></td> <td>\$</td> <td>\$</td> <td>\$</td> </tr> <tr> <td></td> <td>\$</td> <td>\$</td> <td>\$</td> </tr> <tr> <td></td> <td>\$</td> <td>\$</td> <td>\$</td> </tr> <tr> <td colspan="3"><b>Delivery / Other Costs</b></td> <td>\$</td> </tr> <tr> <td><b>Settlement Discount</b> (if applicable) ..... % .....Days If no discount is offered, then the Customer's standard</td> <td>\$</td> <td>\$</td> <td>\$</td> </tr> </tbody> </table>	Quantity	Unit Price (excl. GST)	GST Payable (per unit)	Total Price (incl. GST)		\$	\$	\$		\$	\$	\$		\$	\$	\$	<b>Delivery / Other Costs</b>			\$	<b>Settlement Discount</b> (if applicable) ..... % .....Days If no discount is offered, then the Customer's standard	\$	\$	\$
Quantity	Unit Price (excl. GST)	GST Payable (per unit)	Total Price (incl. GST)																						
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<b>Delivery / Other Costs</b>			\$																						
<b>Settlement Discount</b> (if applicable) ..... % .....Days If no discount is offered, then the Customer's standard	\$	\$	\$																						

Streamlined Request for Quote – [Procurement Activity ID and Title]

payment terms of 30 days shall apply

Supplier is a small business registered with the On Time Payment Small Business Register – payment terms are 20 days

**Total Unit Price (excl. GST)**

**Total GST Payable**

**Total Price (incl. GST)**

Published on DES Disclosure Log  
RTI Act 2009

## Schedule A – RFQ Conditions of Offer

### 1. Interpretation

These Invitation to Offer Conditions may be used where the Customer is seeking offers to enter into a Contract.

The Definitions and Interpretation (version 3.0 published December 2020) will apply to these Invitation to Offer Conditions, available via this [website](#).

### 2. Invitation process

#### 2.1. Supplier acceptance

By participating in the Invitation Process, the Supplier accepts these ITO Conditions.

By submitting an offer, the Supplier offers to enter into a Contract with the Customer under which for Goods, Services and Deliverables and acknowledges that the Customer may accept the offer 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 where considered appropriate by the Customer. This may include:

- (a) adding the terms and conditions applicable to the Invitation Process, including terms of the ITO Conditions and/or proposed Contract;
- (b) adding or changing Requirements;
- (c) amending dates including extending the Closing date and time;
- (d) amending the evaluation criteria stipulated in the Invitation to Offer and/or
- (e) cancelling the Invitation Process.

Without limitation, the Customer may, during the Invitation Process:

- (a) consider, accept or reject an offer received after the Closing date and time;
- (b) consider, accept or reject non-Conforming Offers, alternative or innovative offers, offers in part, or multiple offers;
- (c) 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;

- (d) conduct checks on the Supplier with other Queensland Government departments and agencies, and Queensland Government Bodies;
- (e) reject any or all offers;
- (f) accept an offer that did not progress through all phases of the evaluation process;
- (g) amend the evaluation criteria stipulated in the Invitation to Offer document;
- (h) exercise discretion in evaluating any subjective evaluation criteria;
- (i) negotiate with one or more Suppliers and allow any Supplier to vary its offer;
- (j) interview, negotiate or hold discussions with any Supplier on any matter contained (or proposed to be contained) in an offer 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) conduct checks on the Supplier or request the Supplier to substantiate to the Customer's satisfaction information supplied by the Supplier during 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.

#### 2.3. Contract structure

The Suppliers attention is drawn to the fact that the Customer reserves the right, at any time during the term of any Contract established as a result of this Invitation Process to:

- (a) engage other suppliers for the supply of the Goods, Services and other Deliverables the same or similar to the deliverables and
- (b) enter into Contracts with other suppliers for the supply of Goods, Services and Deliverables, notwithstanding that the other suppliers did not participate in the Invitation Process, for any reason, including if the Customer considers it is necessary or desirable to comply with government policy regarding diversity in supply chains, the

achievement of social objectives or in the interest of public health and safety.

#### 2.4. Statistical and other relevant data

Statistical and other relevant data provided in this Invitation Process is not to be construed as a guarantee for providing any business whatsoever by the Customer. The Supplier shall make no claim for anticipated profit or for loss of profit because of any difference between the data provided to assist Suppliers in compiling an offer and the volume of goods or services actually required by the Customer and so provided by the Supplier during the period of the Contract.

#### 2.5. No process contract

The conduct of the Invitation Process does not give rise to any legal or equitable relationship. A Supplier will not be entitled to claim compensation or loss from the Customer for any matter arising out of the Invitation Process, including but not limited to any failure by the Customer to comply with these ITO Conditions.

#### 3. Alternative and/or innovative offers

The Queensland Procurement Policy promotes an outcome focussed approach, seeking opportunities to innovate and improve value for money. Suppliers are encouraged to submit alternative and/or 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 Invitation to Offer process, 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 offer.

#### 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 a contract is established in one of the ways identified in the **Basic Purchasing Conditions / General Contract Conditions**.

#### 7. Compliance

The Supplier must:

- (a) **(communication)** direct all inquiries relating to the Invitation to Offer to the Customer's contact person, and not discuss this Invitation Process with any other person except as required to prepare its offer.
- (b) **(laws)** comply with all Laws, including the *Disability Discrimination Act 1992* (Cth), the *Human Rights Act 2019* (Qld), *Modern Slavery Act 2018* (Cth) and all Acts referenced in the Ethical Supplier Threshold and ensure that the Supplier's actions do not cause the Customer to breach any Laws.
- (c) **(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 Invitation to Offer, and not disclose it except to its Personnel on a need to know basis for the purpose of responding to the Invitation to Offer, or with the Customer's consent, or to the extent required by Law, or to its professional advisors.

- (d) **(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.
- (e) **(no publicity)** not make any public announcements or advertisement relating to the Invitation Process.
- (f) **(competitive neutrality)** if the Supplier is a government owned business, local government, or Commonwealth, State or Territory or authority, price its offer to comply with the competitive neutrality principles of the Supplier's jurisdiction.
- (g) **(Personnel)** ensure that its Personnel also comply with these requirements.
- (h) **(insurances)** if required in Part B – Contract Details, the Supplier is to provide relevant and current insurance certificates with their offer. If requested after the closing date for offers, the Supplier is required to provide relevant and current insurance certificates within five (5) Business Days of the request from the Customer unless otherwise indicated by the Customer.

#### 8. Warranties

##### 8.1. Anti-competitive conduct

The Supplier warrants that neither it, nor its Personnel have engaged in, or will engage 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 neither it nor its Personnel have or are likely to have a Conflict of Interest in connection with this Invitation Process, except as disclosed in the Supplier's offer.

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 and the term of any Contract subsequently entered as a result of this Invitation Process.

If during the Invitation Process period, a Conflict of Interest arises, or appears likely to arise, the Supplier must notify the Customer immediately and take such steps to resolve or otherwise deal with the Conflict of Interest to the reasonable satisfaction of the Customer.

##### 8.3. Criminal organisation

The Supplier warrants that the Supplier and, to the best of its knowledge and belief having made reasonable enquiries, its Personnel, have not been convicted of an

**Commented [GB11]:** Amend to the Contract Conditions you are using

offence under the Criminal Code in the *Criminal Code Act 1899* (Qld) where one of the elements of the offence is that the person is a participant in a criminal organisation within the meaning of the Criminal Code.

#### 8.4. Accuracy of information

The Supplier warrants that all representations, declarations, statements, information and documents made or provided by the Supplier (including its representatives) in connection with the Invitation Process ('**Supplier Information**') are complete, accurate, up-to-date and not misleading in any way.

#### 8.5. Warranties are ongoing

The warranties in this section are provided as at the date of the Supplier's offer to the Invitation Process and on an ongoing basis until the later of the Customer notifying the Supplier that its offer 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.

#### 8.6. 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 from the Invitation Process, or terminate the Contract with the Supplier which is subsequently entered into as a result of the Invitation Process, where it believes the Supplier has breached any warranty in this clause.

#### 9. Section 89 of the Criminal Code

Section 89 (1) of the Criminal Code in the *Criminal Code Act 1899* (Qld) makes it an offence for a person employed in the public service to knowingly acquire or hold, other than as a member of a registered joint stock company consisting of more than 20 persons, a private interest in a contract or agreement which is made on account of the public service with respect to any matter concerning the department of the service in which the person is employed. Section 89 (2) provides that the person does not commit an offence if, before the person acquires or starts to hold the private interest, the person discloses the nature of the

interest to the chief executive of the department for which they are employed and the chief executive authorises the person in writing, to hold or acquire the interest

For the purpose of this clause 9, an 'employee' is an individual who receives or is entitled to receive salary or wages through the payroll system of the Customer.

The Supplier warrants that it will not submit an offer which, if accepted, would result in an individual being in breach of section 89 of the Criminal Code 1899 (Qld).

#### 10. Access and inspection

The Supplier must, on reasonable prior written notice from the Customer, give the Customer reasonable access to the Supplier's premises and to Supplier documentation, records and Personnel, to enable the Customer or a third party engaged by the Customer to verify:

- (a) the completeness and accuracy of information provided by the Supplier in connection with the Invitation Process; and

the Supplier's compliance with its obligations under these ITO Conditions

#### 11. 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 [Open Data Portal](#), [QTenders](#), and/or [Queensland Contracts Directory](#), or wherever required or recommended by Queensland Procurement Policy.

## Schedule B – Specification – [Procurement Activity ID and Title]

Delete this Schedule if a detailed specification is not required for the purchase. [

**Commented [BL12]:** You can either complete Section 2 or this Schedule depending on the level of detail you need to provide your potential Suppliers.

<b>1. BACKGROUND/SCOPE</b>	
<<Customer to provide a brief description of the goods or services and any background information. Include what is to be achieved, compatibility with other equipment, how the item is to be used and context etc.>>	
<b>2. TECHNICAL/FUNCTIONAL REQUIREMENTS</b>	
<b>Mandatory requirements</b>	List any "must haves" (if supplier cannot meet, then their offer will be excluded from evaluation)
<b>Requirements / Scope of Work</b>	Describe requirements or scope of work in detail
<b>Key Deliverables and Milestones (if applicable)</b>	Insert any Key Deliverables and/or Milestones (if applicable)
<b>Delivery address (if applicable)</b>	Insert delivery address (if applicable)



## Technical paper on Bribe Island breakthrough potential causes

[Procurement Activity ID and Title]

Section 1 – Request for Quote	
Customer Details	The State of Queensland acting through the Department of Environment and Science ABN: 46 640 294 485
Contact Officer	Project Officer Name, Position and Branch Street Address Postal Address
Request for Quote Details	
Date of Issue	
Request for Quote Contact Officer	All enquiries regarding this RFQ should be directed to: Name: Position: Email:
Closing Date and Time	XX:XX am/pm Queensland Time on [DD/MM/YYYY]
Cut off for Clarification	XX:XX am/pm Queensland Time on [DD/MM/YYYY]
Submission Requirements	Quotes are to be submitted [insert how quotes are to be submitted, i.e. email to Contact Officer, or Queensland Government Qtender Website], by the closing date and time. Submissions are to be zipped where possible with a maximum email size of 20MB <b>Quote must include the following as a minimum:</b> <ul style="list-style-type: none"> <li>Completed and signed - Request for Quote (this document)</li> <li>Copy of Certificate of Currency of required insurance policies</li> <li>[Insert other submission requirements if applicable].</li> </ul>
Offer Validity Period	All quotes submitted will remain valid and open for acceptance for 90 calendar days.

**Commented [BL1]:** Insert details of contact officer for the Request for Quote – that is, the person managing the RFQ process and receipt of offers from suppliers. **NOTE: contact officer cannot be members of Evaluation Panel or Financial Delegate** – recommend Procurement Officer is used.

**Commented [BL2]:** Recommend use of a workgroup mailbox where available and confidentiality of suppliers offers can be achieved.

**Commented [CS3]:** If selecting QTenders then the contact/procurement officer will need to contact DES Procurement to request access to the system.

<p><b>Site Visit / Industry Briefing [Delete if not required]</b></p>	<p>This Request for Quote has a <b>mandatory / optional site visit/ industry briefing</b> on <b>[insert date]</b>.</p> <p>Suppliers will meet at: <b>[insert address]</b> at <b>[insert time]</b></p> <p><b>[No. in words (X)]</b> representative per company allowed to attend.</p> <p>The Customer does not give any warranty as to the condition of the site or anything located at the site.</p> <p>Please register for the site visit/industry briefing via email no later than <b>[insert Time and Date]</b> via: <b>[insert method – email / phone]</b>.</p> <p>Registration details required are: company name; name and contact number of attendee/s.</p>
<p><b>Complaints</b></p>	<p>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 Client contact person, the Supplier may request for the issue to be dealt with in accordance with the Client's complaint management process as per instructions and options outlined at:</p> <p><a href="https://www.des.qld.gov.au/contactus/feedback/?type=complaint">https://www.des.qld.gov.au/contactus/feedback/?type=complaint</a></p>
<p><b>Conditions:</b> the following conditions apply to this Request for Quote and the resulting purchase of goods and services</p>	
<p><b>Conditions of Offer</b></p>	<p>This Request for Quote (RFQ) process will be governed by the RFQ Conditions contained in Schedule A.</p>
<p><b>Conditions of Contract</b></p>	<p>The <b>[Basic Purchasing Conditions / General Conditions of Contract]</b> will apply to the contract formed with the successful Supplier. The Conditions are available at the <a href="#">Department of Energy and Public Works website</a> The definitions and rules of interpretation applicable to the Contract are available on the <a href="#">Department of Energy and Public Works website</a>.</p> <p>A contract will not be formed until the Customer provides formal notice to the Supplier that the Supplier's the offer has been accepted.</p> <p>For the purposes of the Contract Conditions, the 'Contract Details' or 'Details' refers to this document and any Purchase Order issued to the successful supplier.</p> <p>The <a href="#">Supplier Code of Conduct</a> details the behavioural standards and principles expected of suppliers. The successful Supplier is required to comply with the <a href="#">Supplier Code of Conduct</a> and the Queensland Government's <a href="#">Ethical Supplier Threshold</a>.</p>

<p><b>Section 2 - Requirements</b></p>	
<p><b>Description of goods and/or services required</b></p>	<p><b>Background:</b></p> <p>Bribie Island is a barrier island approximately 34km in length located in Southeast Queensland, Australia, and provides protection for a portion of the mainland Sunshine Coast community. The northern end of Bribie Island consists of a ~4 km narrow spit like sand barrier, which has experienced a long-term trend of erosion.</p> <p>In January 2022 the Northern section of Bribie Island experienced significant erosion caused by unusually high tides and large waves associated with Cyclone Seth. The erosion caused by this weather system has resulted in a breakthrough, forming a new tidal entrance approximately 300m wide, which is expected to continue to expand. This event is not the first time storm waves have caused severe erosion on Bribie island, TC Oma in 2018 caused erosion in a number of locations, additionally a low pressure system in December 2020 caused severe wave overtopping. These events have generated substantial community concern regarding the causes of the breakthrough event, particularly if it was due to natural</p>

coastal process or human induced.

DES would like to engage an independent reviewer to investigate several potential causes of erosion and breakthrough at Bribie Island and prepare a Technical Paper as well as a presentation.

Some potential causes of erosion includes (but not limited to):

1. Dredging at Spitfire Channel near Cowan Cowan on Moreton Island to extract sand for building and construction (concrete).
2. Dredging of the navigation channel approximately 1km offshore from northern Bribie Island by Port of Brisbane.
3. Ship wake from the commercial shipping using the navigation channel.
4. The historical development of Lamerough Canal at southern Golden Beach which is pushing the main tidal channel against Bribie Island
5. Storm wave events and natural coastal processes

To examine the effect of ship wake DES is planning to deploy a wave buoy near the navigation channel in line with the breakthrough site to measure waves for 5? months. Additionally, 3 temporary tide gauges are being installed (Feb 2022) at the Skids, Hussey Creek and Halls Creek Mouth to monitor the tidal regime. Those sites have previously been recording tidal data in 1993.

**Objectives:**

Technical paper to investigate potential causes of island erosion, including potential human induced cause:

- Investigate and advise on the potential causes of erosion and breakthrough from existing literature, and recommendations for further study, monitoring and investigations
- Prepare a short technical synthesis paper and presentation (including presenting) for community consultation

**Exclusions:**

No coastal modelling required

No additional data collection envisioned

**Available documentation and data:**

Available reference materials includes, but is not limited to, the following:

- Wave and tide data, Caloundra wave buoy and tide gauge Golden Beach + 3 temporary tide gauges
- Previous prepared reports
- Qld Globe imagery (available online)
- EPP approvals for dredging (incl. supporting documents)
- Reports from Sunshine Coast Council: SEMP and Bribie Island Tidal Breakthrough Risk Assessment Study (2009?)
- Reports from PoB dredging
- Bathymetry
- UAV surveys (conducted on the 30/09/2020, 22/04/2021, 1/09/2021)
- Historical data sets for the 3 temporary tide gauges: 1993

**Commented [LR4]:** Suggestion for another potential cause of erosion: Dredging near the navy cadets at Golden Beach?

**Commented [LR5]:** Engagement until 30 June 2022, which gives about 5 months of data

**Commented [LR6R5]:** Considerations deploying a wave buoy:  
 -Availability: yes confirmed (Grant)  
 -Duration: 1 year, but till end engagement gives 5 months  
 -Caloundra buoy has detected ship wake when wave heights are below 0.5m Hsig  
 -Breakthrough is near the bend of the shipping channel, ships are slowing down at this point.  
 -Wave pole data available from NW2 nav aid from 90's  
 --North Moreton wave buoy not applicable to identify ship wake  
 -Add paper about ship wake

**Commented [LR7]:** Sel are you able to update this list.

**Commented [PB8]:** Do we have these?

**Commented [EA9]:** I don't think the UAV used LiDAR, it uses RTK and photogrammetry. I have amended the text accordingly.

**Scope:**

DES requires understanding and comprehensive explanation of potential causes of the coastal erosion at Bribie Island, specifically related to the recent breakthrough in front of Golden Beach. This technical paper shall inform DES and the community on the likely causes of the erosion as well as recommendations for future study and data capture.

***Inception meeting***

The consultant will arrange and facilitate an inception meeting with the DES project officer and representatives. The intent of this meeting is to clarify and agree on key requirements of the project including methodology to undertake the full scope of the project. Key themes of the meeting will include but not to be limited to the following:

- Expected outcomes and objectives of this engagement
- Confirmation of requirements
- Questions in regard to available data and reports
- Methodology to complete report
- Program of work with proposed deadlines and DES project officer involvement/ review
- Roles and responsibilities of the project team
- Arrangements for progressive reporting to DES project officer

Consultant to prepare and circulate meeting minutes to all attendees for review and confirmation within 5 business days after the meeting.

***Review existing data and documents + literature review***

A comprehensive understanding of the current and past coastal processes and human interventions is needed for this study. The consultant is to undertake a review and, only where necessary, desktop analysis of:

- Current and past information about Bribie Island and human interventions in the area that could potentially cause erosion
- Local coastal processes studies
- Analysis of obtained data sets: tide, waves, bathymetry and imagery
- Other studies relevant to the area and topic

The reference material available is extensive and this study should rely on previous work and obtained datasets where appropriate. The consultant should further collate and contextualise historical data if required and establish links to potential causes of erosion at Bribie Island.

References should be provided for other literature that may be used.

***Identification of potential causes of erosion and their likelihood of occurring***

The review described above will identify potential causes of erosion and the data should give an insight into the likelihood of occurring. A detail description of the potential causes of erosion should be given and evidence of occurring or not occurring prepared.

***Report and Presentation***

Draft and Final technical synthesis with a non-technical executive summary.

Presentation at community forums

**Timeframe:**

10 weeks

Commented [LR10]: Wrap up before 30<sup>th</sup> June 2022

<b>Deliverables / Milestones</b>	<p><b>Deliverables:</b></p> <p>Report and Presentations</p> <p>All submitted and supporting documents and reports delivered in .pdf format as well as original and editable native electronic formats.</p> <p>Presentations to be prepared in PowerPoint and handouts in .pdf format.</p> <p><b>Milestones and payment schedule:</b></p> <p>Inception (week 1) 10%</p> <p>Draft report (week 8) 50%</p> <p>Final report (week 10) 25%</p> <p>Presentations (week 10) 15%</p>
<b>Start Contract Date</b>	<p>Upon acceptance of the Supplier's Offer by the Customer</p> <p>OR</p> <p>Insert date</p>
<b>End Contract Date</b>	30th June 2022
<b>Extension Options</b>	Insert options or choose 'Not applicable'
<b>Section 3 - Evaluation of Offers</b>	
<p>Quotes will be evaluated based on [choose either of the following as per your Procurement Plan]:</p> <ul style="list-style-type: none"> <li>the following criteria [if particular evaluation criteria to be used insert criteria in table below]</li> <li>overall value for money over the whole-of-life the contract (including but not limited to ability to comply with requirements and to meet timeframes, and cost) and compliance with mandatory requirements.</li> </ul>	
<b>Compliance with Mandatory Requirements</b>	
<i>Evaluation Criteria 1:</i> Comprehensive understanding of Bribe Island and the local coastal environment including coastal processes and breakthrough mechanisms of barrier islands	
<i>Evaluation Criteria 2:</i> Professional qualifications and experience for successful completion of the scope of work.	
<i>Evaluation Criteria 3:</i> Proposed sound methodology to complete the scope of the work and deliverables	
<i>Evaluation Criteria 4:</i> Demonstrated experience in delivering comprehensive but easy to understand technical papers and community presentations.	

**Section 4 - Supplier Response and Details**

*(Supplier must complete and sign this Section as part of its response to this RFQ)*

**Privacy Notice:** The Client 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 Client about the individual in certain circumstances.

<b>Supplier name and ABN/ACN</b>	<insert legal entity name and ABN/ACN>	
<b>Contact Person</b>	Name: <insert> Position: <insert> Phone number: <insert> Email: <insert> Address: <insert>	
<b>Mandatory Requirements</b>		
<b>Insurances</b>	Do you agree to comply with the insurance requirements as specified below? No <input type="checkbox"/> Yes <input type="checkbox"/> Supplier is to provide details of policies below. Where the Supplier does not currently hold adequate insurance, a statement must be provided as to whether the Supplier is prepared to obtain the required insurances.	
<b>Workers Compensation</b>	Choose an item.	
<b>Public Liability</b>	Choose an item.	
<b>Products Liability</b>	Choose an item.	
<b>Professional Indemnity</b>	Choose an item.	
<b>Other Insurances</b>	Insert other insurances as required	
<b>Compliance with the Ethical Supplier Threshold</b>	Do you declare that you comply with the Queensland Government's Ethical Supplier Threshold? No <input type="checkbox"/> Yes <input type="checkbox"/> If no, insert details	
<b>Compliance with the Contract Conditions</b>	Do you agree to comply with the Contract Conditions specified in Section 1? No <input type="checkbox"/> Yes <input type="checkbox"/>	
<b>Conflict of Interest</b>	Suppliers must give details of any possible Conflict of Interest that exists or may arise in relation to the making and/or acceptance of their quote. If there is nothing to declare, please insert "None". <insert Supplier response>	
<b>[Other Mandatory Requirements – delete row if not applicable]</b>	Do you agree to comply with the following other mandatory requirements or as specified in Schedule B – Specifications? No <input type="checkbox"/> Yes <input type="checkbox"/> [Insert any other mandatory requirements the supplier must comply with to deliver the goods and/or services – e.g. authorisations, qualifications etc. If specified in Schedule B – Specifications, leave blank]	

<b>Local Supplier</b> <i>*In accordance with the definitions contained in the Queensland Procurement Policy (QPP), a local supplier maintains a workforce whose usual place of residency (i.e. where they normally reside) is located within a 125 kilometre (km) radius of where the goods/services are to be supplied.</i>	Does the organisation identify as a Local Supplier?* <input type="checkbox"/> Yes (within 125km) <input type="checkbox"/> No If No, do you identify yourself as being one of the following? <input type="checkbox"/> Located within local region <input type="checkbox"/> Queensland Business (main business location registered as Queensland with the Australian Business Register) <input type="checkbox"/> Australian Business								
<b>Aboriginal and Torres Strait Islander Supplier (ATSI)</b>	Does the organisation identify as an ATSI Supplier?* <input type="checkbox"/> Yes <input type="checkbox"/> No <i>*In accordance with the definitions contained in the Queensland Indigenous Procurement Policy (QIPP), an Indigenous business is one that is at least 50 per cent owned by an Aboriginal person or Torres Strait Islander person.</i>								
<b>Supplier Enterprise Type</b>	Please select enterprise type below: <input type="checkbox"/> Small Business [19 or less employees] <input type="checkbox"/> Medium Business [between 20-199 employees] <input type="checkbox"/> Large Business [200 or more employees]								
<b>Authorisation and execution by Supplier</b> This quote is submitted by the Supplier's authorised representative. By signing, the Supplier is offering to enter into a Contract on the terms set out in this document and the Conditions of Contract listed in Section 1.	As the authorised officer, 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 Supplier's response is complete, accurate and not misleading in any way. <table border="1" data-bbox="368 1131 1053 1294"> <tr> <td data-bbox="368 1131 486 1169"><i>Name:</i></td> <td data-bbox="486 1131 1053 1169"></td> </tr> <tr> <td data-bbox="368 1169 486 1207"><i>Position:</i></td> <td data-bbox="486 1169 1053 1207"></td> </tr> <tr> <td data-bbox="368 1207 486 1245"><i>Signature:</i></td> <td data-bbox="486 1207 1053 1245"></td> </tr> <tr> <td data-bbox="368 1245 486 1283"><i>Date:</i></td> <td data-bbox="486 1245 1053 1283"></td> </tr> </table>	<i>Name:</i>		<i>Position:</i>		<i>Signature:</i>		<i>Date:</i>	
<i>Name:</i>									
<i>Position:</i>									
<i>Signature:</i>									
<i>Date:</i>									
<b>Supplier Response to Requirements</b>									
<b>Conformance to Requirements [use where no specific evaluation criteria have been chosen - ie the offers are to be evaluated based on overall value for money. The supplier is to detail below how they will meet the requirements specified in Section 2 above, and (if applicable) Schedule B – Specifications]</b>									
<p>&lt;Supplier is to detail how they will meet the requirements specified in Section 2 (and if applicable, Schedule B – Specifications). The supplier should consider addressing its capability and capacity in delivering the goods/services requirements. Include any information necessary to demonstrate value for money including, for example, past experience, capacity, capability, availability, key personnel etc&gt; Examples:</p> <ul style="list-style-type: none"> <li>• Please refer to attached proposal / CV (contractors/services)</li> <li>• Description of goods/services methodology</li> <li>• Details of supplier's ability to meet requirements</li> <li>• Response to specification/requirements and Key Performance Indicators</li> <li>• Detail of proposed deliverables/milestones including timelines</li> </ul>									
<b>[Response to Evaluation Criteria – if using evaluation criteria, insert criteria below]</b>									

<p><b>[Insert Evaluation Criteria - Eg. Methodology]</b></p> <ul style="list-style-type: none"> <li>[Insert key considerations / questions that the supplier must address to allow evaluation, if applicable – e.g. Detail how you will meet the requirements specified in Section 2 and Schedule B (if applicable)]</li> </ul>	<p>&lt;Supplier to add details below to demonstrate how they meet this evaluation criterion OR refer to attached material that addresses the criterion&gt;</p>			
<p><b>[Insert Evaluation Criteria - Eg. Capability and Key Personnel]</b></p> <ul style="list-style-type: none"> <li>[Insert key considerations / questions that the supplier must address to allow evaluation, if applicable – e.g. Provide detail of the capability of your organisation and of any Key Personnel/subcontractors in delivering goods/services of this type]</li> </ul>	<p>&lt;Supplier to add details below to demonstrate how they meet this evaluation criterion OR refer to attached material that addresses the criterion&gt;</p>			
<p><b>[Insert other Evaluation Criteria - Eg. previous projects / past experiences]</b></p> <ul style="list-style-type: none"> <li>[Insert key considerations / questions that the supplier must address to allow evaluation, if applicable - e.g. Provide detail of the experience of your organisation and of any Key Personnel/subcontractors in delivering goods/services of this type in the past; Provide detail of previous projects delivering goods/services of this type in the past]</li> </ul>	<p>&lt;Supplier to add details below to demonstrate how they meet the evaluation criteria OR refer to attached material that addresses the criterion&gt;</p>			
<p><b>[Insert Evaluation Criteria]</b></p> <ul style="list-style-type: none"> <li>[Insert key considerations / questions that the supplier must address to allow evaluation, if applicable]</li> </ul>	<p>&lt;Supplier to add details below to demonstrate how they meet the evaluation criteria OR refer to attached material that addresses the criterion&gt;</p>			
<p><b>Referees [delete if not required]</b></p>				
<p><i>Provide contact details of (at least) two (2) clients for whom similar work has previously been undertaken. Include contact name, phone number and a brief description of the previous project undertaken for this client including the approximate value of the project.</i></p>				
<p>1. <b>Project Name:</b> &lt;insert details&gt;  <b>Client:</b> &lt;insert company name&gt;  <b>Contact Details:</b> &lt;insert contact name, phone and email address&gt;  <b>Description of Works:</b> &lt;insert project summary&gt;</p>				
<p>2. <b>Project Name:</b> &lt;insert details&gt;  <b>Client:</b> &lt;insert company name&gt;  <b>Contact Details:</b> &lt;insert contact name, phone and email address&gt;  <b>Description of Works:</b> &lt;insert project summary&gt;</p>				
<p><b>Pricing [amend as necessary for your purchase need]</b></p>				
<p><b>Products Or Services Offered And Pricing Description</b></p>		<p><b>Supplier's Response</b></p>		
<p><i>(attach brochures/attachments or other documentary evidence of compliance with requirement, if necessary)</i></p>	<p><b>Quantity</b></p>	<p><b>Unit Price (excl. GST)</b></p>	<p><b>GST Payable (per unit)</b></p>	<p><b>Total Price (incl. GST)</b></p>



Streamlined Request for Quote – [Procurement Activity ID and Title]

		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
	<b>Delivery / Other Costs</b>			\$
<b>Settlement Discount</b> (if applicable) ..... % .....Days If no discount is offered, then the Customer's standard payment terms of 30 days shall apply <input type="checkbox"/> Supplier is a small business registered with the On Time Payment Small Business Register – payment terms are 20 days	\$	\$	\$	
	<b>Total Unit Price (excl. GST)</b>	<b>Total GST Payable</b>	<b>Total Price (incl. GST)</b>	

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## Schedule A – RFQ Conditions of Offer

### 1. Interpretation

These Invitation to Offer Conditions may be used where the Customer is seeking offers to enter into a Contract.

The Definitions and Interpretation (version 3.0 published December 2020) will apply to these Invitation to Offer Conditions, available via this [website](#).

### 2. Invitation process

#### 2.1. Supplier acceptance

By participating in the Invitation Process, the Supplier accepts these ITO Conditions.

By submitting an offer, the Supplier offers to enter into a Contract with the Customer under which for Goods, Services and Deliverables and acknowledges that the Customer may accept the offer 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 where considered appropriate by the Customer. This may include:

- (a) adding the terms and conditions applicable to the Invitation Process, including terms of the ITO Conditions and/or proposed Contract;
- (b) adding or changing Requirements;
- (c) amending dates including extending the Closing date and time;
- (d) amending the evaluation criteria stipulated in the Invitation to Offer and/or
- (e) cancelling the Invitation Process.

Without limitation, the Customer may, during the Invitation Process:

- (a) consider, accept or reject an offer received after the Closing date and time;
- (b) consider, accept or reject non-Conforming Offers, alternative or innovative offers, offers in part, or multiple offers;
- (c) 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;

- (d) conduct checks on the Supplier with other Queensland Government departments and agencies, and Queensland Government Bodies;
- (e) reject any or all offers;
- (f) accept an offer that did not progress through all phases of the evaluation process;
- (g) amend the evaluation criteria stipulated in the Invitation to Offer document;
- (h) exercise discretion in evaluating any subjective evaluation criteria;
- (i) negotiate with one or more Suppliers and allow any Supplier to vary its offer;
- (j) interview, negotiate or hold discussions with any Supplier on any matter contained (or proposed to be contained) in an offer 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) conduct checks on the Supplier or request the Supplier to substantiate to the Customer's satisfaction information supplied by the Supplier during 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.

#### 2.3. Contract structure

The Suppliers attention is drawn to the fact that the Customer reserves the right, at any time during the term of any Contract established as a result of this Invitation Process to:

- (a) engage other suppliers for the supply of the Goods, Services and other Deliverables the same or similar to the deliverables and
- (b) enter into Contracts with other suppliers for the supply of Goods, Services and Deliverables, notwithstanding that the other suppliers did not participate in the Invitation Process, for any reason, including if the Customer considers it is necessary or desirable to comply with government policy regarding diversity in supply chains, the

achievement of social objectives or in the interest of public health and safety.

#### 2.4. Statistical and other relevant data

Statistical and other relevant data provided in this Invitation Process is not to be construed as a guarantee for providing any business whatsoever by the Customer. The Supplier shall make no claim for anticipated profit or for loss of profit because of any difference between the data provided to assist Suppliers in compiling an offer and the volume of goods or services actually required by the Customer and so provided by the Supplier during the period of the Contract.

#### 2.5. No process contract

The conduct of the Invitation Process does not give rise to any legal or equitable relationship. A Supplier will not be entitled to claim compensation or loss from the Customer for any matter arising out of the Invitation Process, including but not limited to any failure by the Customer to comply with these ITO Conditions.

#### 3. Alternative and/or innovative offers

The Queensland Procurement Policy promotes an outcome focussed approach, seeking opportunities to innovate and improve value for money. Suppliers are encouraged to submit alternative and/or 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 Invitation to Offer process, 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 offer.

#### 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 a contract is established in one of the ways identified in the **Basic Purchasing Conditions / General Contract Conditions**.

#### 7. Compliance

The Supplier must:

- (a) **(communication)** direct all inquiries relating to the Invitation to Offer to the Customer's contact person, and not discuss this Invitation Process with any other person except as required to prepare its offer.
- (b) **(laws)** comply with all Laws, including the *Disability Discrimination Act 1992* (Cth), the *Human Rights Act 2019* (Qld), *Modern Slavery Act 2018* (Cth) and all Acts referenced in the Ethical Supplier Threshold and ensure that the Supplier's actions do not cause the Customer to breach any Laws.
- (c) **(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 Invitation to Offer, and not disclose it except to its Personnel on a need to know basis for the purpose of responding to the Invitation to Offer, or with the Customer's consent, or to the extent required by Law, or to its professional advisors.

- (d) **(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.
- (e) **(no publicity)** not make any public announcements or advertisement relating to the Invitation Process.
- (f) **(competitive neutrality)** if the Supplier is a government owned business, local government, or Commonwealth, State or Territory or authority, price its offer to comply with the competitive neutrality principles of the Supplier's jurisdiction.
- (g) **(Personnel)** ensure that its Personnel also comply with these requirements.
- (h) **(insurances)** if required in Part B – Contract Details, the Supplier is to provide relevant and current insurance certificates with their offer. If requested after the closing date for offers, the Supplier is required to provide relevant and current insurance certificates within five (5) Business Days of the request from the Customer unless otherwise indicated by the Customer.

#### 8. Warranties

##### 8.1. Anti-competitive conduct

The Supplier warrants that neither it, nor its Personnel have engaged in, or will engage 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 neither it nor its Personnel have or are likely to have a Conflict of Interest in connection with this Invitation Process, except as disclosed in the Supplier's offer.

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 and the term of any Contract subsequently entered as a result of this Invitation Process.

If during the Invitation Process period, a Conflict of Interest arises, or appears likely to arise, the Supplier must notify the Customer immediately and take such steps to resolve or otherwise deal with the Conflict of Interest to the reasonable satisfaction of the Customer.

##### 8.3. Criminal organisation

The Supplier warrants that the Supplier and, to the best of its knowledge and belief having made reasonable enquiries, its Personnel, have not been convicted of an

**Commented [GB11]:** Amend to the Contract Conditions you are using

offence under the Criminal Code in the *Criminal Code Act 1899* (Qld) where one of the elements of the offence is that the person is a participant in a criminal organisation within the meaning of the Criminal Code.

#### 8.4. Accuracy of information

The Supplier warrants that all representations, declarations, statements, information and documents made or provided by the Supplier (including its representatives) in connection with the Invitation Process ('**Supplier Information**') are complete, accurate, up-to-date and not misleading in any way.

#### 8.5. Warranties are ongoing

The warranties in this section are provided as at the date of the Supplier's offer to the Invitation Process and on an ongoing basis until the later of the Customer notifying the Supplier that its offer 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.

#### 8.6. 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 from the Invitation Process, or terminate the Contract with the Supplier which is subsequently entered into as a result of the Invitation Process, where it believes the Supplier has breached any warranty in this clause.

#### 9. Section 89 of the Criminal Code

Section 89 (1) of the Criminal Code in the *Criminal Code Act 1899* (Qld) makes it an offence for a person employed in the public service to knowingly acquire or hold, other than as a member of a registered joint stock company consisting of more than 20 persons, a private interest in a contract or agreement which is made on account of the public service with respect to any matter concerning the department of the service in which the person is employed. Section 89 (2) provides that the person does not commit an offence if, before the person acquires or starts to hold the private interest, the person discloses the nature of the

interest to the chief executive of the department for which they are employed and the chief executive authorises the person in writing, to hold or acquire the interest

For the purpose of this clause 9, an 'employee' is an individual who receives or is entitled to receive salary or wages through the payroll system of the Customer.

The Supplier warrants that it will not submit an offer which, if accepted, would result in an individual being in breach of section 89 of the Criminal Code 1899 (Qld).

#### 10. Access and inspection

The Supplier must, on reasonable prior written notice from the Customer, give the Customer reasonable access to the Supplier's premises and to Supplier documentation, records and Personnel, to enable the Customer or a third party engaged by the Customer to verify:

- (a) the completeness and accuracy of information provided by the Supplier in connection with the Invitation Process; and

the Supplier's compliance with its obligations under these ITO Conditions

#### 11. 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 [Open Data Portal](#), [QTenders](#), and/or [Queensland Contracts Directory](#), or wherever required or recommended by Queensland Procurement Policy.

## Schedule B – Specification – [Procurement Activity ID and Title]

Delete this Schedule if a detailed specification is not required for the purchase. [

**Commented [BL12]:** You can either complete Section 2 or this Schedule depending on the level of detail you need to provide your potential Suppliers.

<b>1. BACKGROUND/SCOPE</b>	
<<Customer to provide a brief description of the goods or services and any background information. Include what is to be achieved, compatibility with other equipment, how the item is to be used and context etc.>>	
<b>2. TECHNICAL/FUNCTIONAL REQUIREMENTS</b>	
<b>Mandatory requirements</b>	List any "must haves" (if supplier cannot meet, then their offer will be excluded from evaluation)
<b>Requirements / Scope of Work</b>	Describe requirements or scope of work in detail
<b>Key Deliverables and Milestones (if applicable)</b>	Insert any Key Deliverables and/or Milestones (if applicable)
<b>Delivery address (if applicable)</b>	Insert delivery address (if applicable)