



RESPONSE SCHEDULES

Road Sealing Program - Oak Park Road, Bagstowe Road and Hayman Street

CONTRACT NO: ESC2026-003

Response Overview and Checklist

Response Overview and Checklist		
The Respondent is to attach this checklist and all of the documents and information stated in the table below, to its Response. Except where a Response Schedule provides otherwise, a Response which does not include this checklist and all of the information below may be treated as a Non-Conforming Response.		
Item	Included – Yes	Included – No
Tender Form	<input type="checkbox"/>	<input type="checkbox"/>
Schedule A – Respondent’s Details, Conflict of Interest and Legal Matters	<input type="checkbox"/>	<input type="checkbox"/>
Schedule A1 – Respondent’s Details	<input type="checkbox"/>	<input type="checkbox"/>
Schedule A2 – Respondent’s Further Details	<input type="checkbox"/>	<input type="checkbox"/>
Schedule A3 – Conflict of Interest	<input type="checkbox"/>	<input type="checkbox"/>
Schedule A4 – Legal Matters	<input type="checkbox"/>	<input type="checkbox"/>
Schedule B – Solvency and Financial Details	<input type="checkbox"/>	<input type="checkbox"/>
Schedule B1 – Solvency of Respondent	<input type="checkbox"/>	<input type="checkbox"/>
Schedule C – Insurances	<input type="checkbox"/>	<input type="checkbox"/>
Schedule C1 - Insurances	<input type="checkbox"/>	<input type="checkbox"/>
Schedule D – Business Profile (Local Content, Employment and Environmental)	<input type="checkbox"/>	<input type="checkbox"/>
Schedule D1 – Local Content	<input type="checkbox"/>	<input type="checkbox"/>
Schedule E – Experience and Capability of Respondent	<input type="checkbox"/>	<input type="checkbox"/>
Schedule E1 – Similar Engagements Currently Underway	<input type="checkbox"/>	<input type="checkbox"/>
Schedule E2 – Past Similar Engagements	<input type="checkbox"/>	<input type="checkbox"/>
Schedule E3 – Resources	<input type="checkbox"/>	<input type="checkbox"/>
Schedule F – Experience and Capability of Respondent’s Key Personnel, Subcontractors, Suppliers and Consultants	<input type="checkbox"/>	<input type="checkbox"/>
Schedule F1 – Key Personnel	<input type="checkbox"/>	<input type="checkbox"/>
Schedule F2 – Subcontractors, Suppliers and Consultants	<input type="checkbox"/>	<input type="checkbox"/>
Schedule G – Management Systems	<input type="checkbox"/>	<input type="checkbox"/>
Schedule G1 – Work Health and Safety	<input type="checkbox"/>	<input type="checkbox"/>
Schedule G2 – Environmental Management	<input type="checkbox"/>	<input type="checkbox"/>
Schedule G3 – Quality Management	<input type="checkbox"/>	<input type="checkbox"/>
Schedule H – Methodology	<input type="checkbox"/>	<input type="checkbox"/>
Schedule I – Program	<input type="checkbox"/>	<input type="checkbox"/>
Schedule K – Additional Information	<input type="checkbox"/>	<input type="checkbox"/>
Schedule L – Australian Government Work Health and Safety Accreditation Scheme	<input type="checkbox"/>	<input type="checkbox"/>
Schedule M – Queensland Code of Practice for the Building and Construction Industry	<input type="checkbox"/>	<input type="checkbox"/>

Tender Form

Contract: ESC2026-003	
[TENDERER TO INSERT CORRECT LEGAL ENTITY OF RESPONDENT] (Respondent):	
1.	<p>offers to carry out and complete the work described in the Request for Tender in accordance with the Request for Tender incorporating:</p> <p>(a) the Request for Tender Parts 1 to 6; and</p> <p>(b) Addenda numbered [INSERT] to [INSERT]</p>
2.	<p>for the sum of:</p> <p>(a) Price in figures (excluding GST): \$[RESPONDENT TO COMPLETE]</p> <p>(b) GST in figures: \$[RESPONDENT TO COMPLETE]</p> <p>(c) Price in figures (including GST): \$[RESPONDENT TO COMPLETE]</p> <p>('the Price');</p>
3.	<p>agrees that it will complete the Works within [RESPONDENT TO INSERT NUMBER OF CALENDAR DAYS OR WEEKS] of the date of acceptance of the Response;</p>
4.	<p>acknowledges that it has read and understood the Request for Tender and in particular all of its obligations under, warranties given or to be given in, and representations made or to be made in, the Request for Tender or any part of it;</p>
5.	<p>warrants and represents that all information provided by the Respondent in the Response is true and correct; and</p>
6.	<p>acknowledges that this Response remains valid and open for acceptance until the end of the Response Validity Period.</p>
Signed for and on behalf of the Respondent by the person identified below, who warrants by signing that they are duly authorised to sign for and on behalf of the Respondent:	
Name:	[RESPONDENT TO INSERT NAME OF SIGNATORY]
Position:	[RESPONDENT TO INSERT POSITION OF SIGNATORY]
Signature:	[RESPONDENT TO SIGN]
Date:	[RESPONDENT TO INSERT DATE]
<p><i>Note: The Tender Form is to be signed by a person or persons having full authority to bind the Respondent for the purposes of the Response and evidence of such authority must be provided on request.</i></p>	
<p>Collection, use and disclosure of information</p> <p><i>The Principal collects personal information and non-personal information in the Response so that it can properly conduct the procurement process and otherwise carry out its functions as a local government authority. The Principal is authorised to collect this information under the Local Government Act 2009 (Qld) and the Local Government Regulation 2012 (Qld). The information in the Respondent's Response will be accessible by employees of the Principal and third-party personnel engaged to assist the Principal in conducting the procurement process or otherwise carrying out the functions of the Principal. Information in the Response may also be disclosed in accordance with the Procurement Process Conditions and as required by law, including the Local Government Regulation 2012 (Qld) and the Right to Information Act 2009 (Qld).</i></p>	

Schedule A – Respondent’s Details, Conflict of Interest and Legal Matters

Schedule A1 – Respondent’s Details (All Respondents to complete)		
Details of Respondent	Name of Respondent: <i>Company or other legal entity name</i>	
	Trading name:	
	ABN:	
	ACN: <i>Leave blank if the Respondent is not a company</i>	
Details of Respondent’s representative during the Procurement Process	Name of Representative:	
	Office Number:	
	Mobile Number:	
	Email Address:	
	Postal Address:	

Schedule A2 – Respondent’s Further Details

(Not required for existing Suppliers of the Principal)

Respondent’s office details	Head Office Address:	
	Local Branch Office Address:	
	Contact Person:	
	Telephone:	
	Email:	
Respondent’s QBCC Licence details <i>Leave blank if Respondent does not have a QBCC licence</i>	Contractor’s Licence No:	
	Licence Category (list all relevant):	
Corporation details <i>Leave blank if Respondent is not a company</i>	Full name of each director:	
	Name of Parent Company (if any):	
	Names of other Related Bodies Corporate, as defined in the <i>Corporations Act 2001 (Cth)</i> (if any):	
Partnership details <i>Leave blank if Respondent is not a partnership</i>	Full name of each partner:	
Trust Details <i>Leave blank if Respondent providing its Response in its capacity as a trustee</i>	Name of Trust:	
	Names and addresses of all of beneficiaries:	
Bank account into which payments are to be made	Bank:	
	Name of Account:	
	BSB:	
	Account Number:	

Schedule A3 – Conflict of Interest

Item	Yes or No
<p>1. The Respondent acknowledges and understands that:</p> <ul style="list-style-type: none"> • an actual conflict of interest exists where the Respondent has an interest or relationship which will conflict with the Respondent's obligations to the Principal in connection with this Response; • a potential conflict of interest exists where the Respondent has an interest or relationship which could in the future conflict with the Respondent's obligations to the Principal in connection with this Response; and • a perceived conflict of interest exists where it may appear to a third party that the Respondent has an interest or relationship which conflicts with the Respondent's obligations to the Principal in connection with this Response (even if the Respondent considers that no actual conflict exists). 	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>2. Will any actual or potential conflict of interest in the performance of the Respondent's obligations exist if the Respondent's Response is successful, or are any such conflicts of interest likely to arise during the life of the Contract?</p> <p>If yes, provide details of the conflict of interest and the way in which the Respondent proposes to manage it below:</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>

Schedule A4 – Legal Matters

Please provide details of any significant outstanding legal matters affecting the Respondent or any significant legal disputes involving the Respondent settled or determined in the last three (3) years.

Nature of legal matter	Status of legal matter	Date resolved (if resolved)

Note: This is a mandatory schedule. If there are no legal matters to note please indicate "Not Applicable".

Schedule B – Solvency and Financial Details

Schedule B1 – Solvency of Respondent		
Item	Yes or No	
1.	Is the Respondent currently, or has the Respondent at any time in the last 5 years been, unable to pay its debts as and when they become due and payable?	Yes <input type="checkbox"/> No <input type="checkbox"/>
2.	Is a liquidator or provisional liquidator currently appointed in respect of the Respondent or has one been appointed in respect of the Respondent in the last 5 years?	Yes <input type="checkbox"/> No <input type="checkbox"/>
3.	Is, or at any time in the last 5 years has, a controller, manager, trustee, receiver, receiver and manager, administrator or similar officer been appointed to the Respondent or any asset of the Respondent?	Yes <input type="checkbox"/> No <input type="checkbox"/>
4.	<p>In the last 5 years, has any application (not being an application stayed, withdrawn or dismissed within 14 days) been made to a court for an order, or has an order been made, a meeting convened or a resolution passed, for the purpose of:</p> <p>(a) appointing a person referred to in paragraphs 2 or 3;</p> <p>(b) winding up or de-registering a party; or</p> <p>(c) proposing or implementing a scheme of arrangement.</p>	Yes <input type="checkbox"/> No <input type="checkbox"/>
5.	<p>In the last 5 years has any application (not being an application stayed, withdrawn or dismissed within 14 days) been made to a court for an order, or has an order been made, a meeting is convened, a resolution is passed or any negotiations commenced, for the purpose of implementing or agreeing:</p> <p>(a) a moratorium of debts of any party;</p> <p>(b) any other assignment, composition or arrangement (formal or informal) with a party's creditors;</p> <p>(c) any similar proceeding or arrangement by which the assets of a party are subjected conditionally or unconditionally to the control of that party's creditors or a trustee; or</p> <p>(d) any agreement or other arrangement of the type referred to in this paragraph 5 been ordered, declared or agreed.</p>	Yes <input type="checkbox"/> No <input type="checkbox"/>

Schedule C – Insurances

Schedule C1 - Insurances	
The Respondent is to provide details of its insurances and attach certificates of insurance for the following:	
Workers Compensation	
Policy Number:	
Expiry Date:	
Public Liability	
Insurance Company:	
Policy Number:	
Expiry Date:	
Indemnified amount for any one occurrence:	
Any Limit of Indemnity:	
Professional Indemnity	
Insurance Company:	
Policy Number:	
Expiry Date:	
Indemnified amount for any one occurrence:	
Any Limit of Indemnity:	
Contract Works Insurance	
Insurance Company:	
Policy Number:	
Expiry Date:	
Indemnified amount for any one occurrence:	
Any Limit of Indemnity:	

Schedule D – Business Profile (Local Content, Employment and Environmental)

Schedule D1 – Local Content	
The Respondent must verify the responses noted in this Schedule by providing with its Response copies of relevant policies, procedures or other documentary evidence.	
Item	Yes or No
1. Does the Respondent have a place of business located within the Principal's local government area?	Yes <input type="checkbox"/> No <input type="checkbox"/>
2. If yes, is the premises the Respondent's principal place of business?	Yes <input type="checkbox"/> No <input type="checkbox"/>
3. If the Respondent has answered yes to Question 1, provide the details below:	
Address:	
Is the premises permanent or temporary?	
How many full-time equivalent employees are permanently based at the premises?	
What activities are undertaken at the premises?	
1. Outline any initiatives which the Respondent currently implements, or proposes to implement if the Respondent's Response is successful, to support the development of competitive local business and industry within the Principal's local government area:	
2. Outline any initiatives which the Respondent currently implements, or proposes to implement if the Respondent's Response is successful, to support the local community within the Principal's local government area:	
3. Outline the Respondent's understanding of the Principal's local government area generally and the operations of the Principal (as relevant to this Response):	

Note: in assessing the Respondent's responses provided under this Schedule, the Principal may also take into account the extent to which the subcontractors, suppliers and consultants identified in Schedule F2 – Subcontractors, Suppliers and Consultants are local suppliers within the meaning of the Principal's procurement policy.

Schedule E – Experience and Capability of Respondent

Schedule E1 – Similar Engagements Currently Underway

Provide details of work similar to that identified in the Scope currently underway by the Respondent:

Project Name	Work Performed Relevant to this Contract	Amount of Contract (\$AUD)	Start Date	Anticipated Completion Date
		\$		
		\$		
		\$		

Schedule E2 – Past Similar Engagements

Provide details of work similar to that identified in the Scope by the Respondent in the last 5 years:

Project Name	Work Performed Relevant to this Contract	Amount of Contract (\$AUD)	Client Name and Contact Details
		\$	
		\$	
		\$	

Schedule E3 – Resources

Provide details of plant, equipment and materials which it will use in performing its obligations under the Contract. List contingency measures/back up of resources for plant, equipment and materials.

Schedule F – Experience and Capability of Respondent’s Key Personnel, Subcontractors, Suppliers and Consultants

Schedule F1 – Key Personnel				
For all Key Personnel to be involved in this Contract, provide the following information and a one page curriculum vitae which lists previous projects, role undertaken, qualifications/certifications held, and memberships of any professional or business associations. <i>(insert additional rows if required)</i>				
Role/functions	Name	Period of the Contract for which the person will be available*	Detail experience and capability of performance of the works and delivery of similar projects	Curriculum vitae attached Tick if attached:
Contractor’s Representative:				Yes <input type="checkbox"/> No <input type="checkbox"/>
Project Manager:				Yes <input type="checkbox"/> No <input type="checkbox"/>
Site Foreman:				Yes <input type="checkbox"/> No <input type="checkbox"/>
				Yes <input type="checkbox"/> No <input type="checkbox"/>
				Yes <input type="checkbox"/> No <input type="checkbox"/>

*if nothing stated, until the end of the last Defects Liability Period to expire

Schedule F2 – Subcontractors, Suppliers and Consultants

The Respondent is to complete the following to describe those parts of WUC that the Respondent proposes to subcontract.
(insert additional rows if required)

Part of WUC	Name and address of Subcontractor, Supplier or Consultant*	Expected value of subcontract (excluding GST)*	Relevant Experience
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	

* This information will be taken into account in assessing the Respondent's responses under Schedule D1 – Local Content.

Schedule G – Management Systems

Schedule G1 – Work Health and Safety	
Schedule G1.1 – Work Health and Safety Systems	
The Respondent must verify the responses noted in this Schedule by providing with its Response copies of relevant policies, procedures, certificates etc. that provides evidence of its ability and capacity to effectively manage its WHS responsibilities for the Contract.	
Item	Yes or No
1. Does the Respondent have third party certification for work health and safety, e.g. to AS/NZS 4801, ISO45001:2018 or other? If yes, state third party certifier and certificate number:	Yes <input type="checkbox"/> No <input type="checkbox"/>
2. Does the Respondent have a random drug and alcohol Policy?	Yes <input type="checkbox"/> No <input type="checkbox"/>
IF RESPONDENT HAS ANSWERED 'YES' TO QUESTIONS 1 AND 2, RESPONDENT IS NOT REQUIRED TO COMPLETE QUESTIONS 3 TO 9.	
3. Does the Respondent have an internal work health and safety management system or plan (not third party certified)?	Yes <input type="checkbox"/> No <input type="checkbox"/>
4. Does the Respondent have documented safe work methods statements (SWMS) and other procedures for all identified high-risk work?	Yes <input type="checkbox"/> No <input type="checkbox"/>
5. Does the Respondent have appropriate systems and/or documented procedures for reporting of incidents and hazards?	Yes <input type="checkbox"/> No <input type="checkbox"/>
6. Is there a person appointed to look after health and safety in the workplace? If yes, state the person's name and position:	Yes <input type="checkbox"/> No <input type="checkbox"/>
7. Are all employees aware of their obligations for personal protective equipment (PPE)?	Yes <input type="checkbox"/> No <input type="checkbox"/>
8. Does the Respondent have current and appropriate qualifications, licences to undertake each task?	Yes <input type="checkbox"/> No <input type="checkbox"/>
9. Does the Respondent undertake appropriate on site induction and training relevant to each task?	Yes <input type="checkbox"/> No <input type="checkbox"/>
10. Does the Respondent have a fatigue management plan for drivers of heavily vehicles?	Yes <input type="checkbox"/> No <input type="checkbox"/>

Schedule G1.2 – Workplace Health and Safety Record		Yes or No	
1.	Has the Respondent been issued any improvement, infringement or prohibition notices by any workplace health and safety regulator in the past two years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.	Has the Respondent been prosecuted by any workplace health and safety regulator in the past 5 years.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3.	Have any of the directors or partners of the Respondent or the Key Personnel listed in Schedule F1 been prosecuted by any workplace health and safety regulator in the past 5 years.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.	Is the Respondent currently the subject of an investigation by any workplace health and safety regulator as a result of the occurrence of a notifiable incident or has the Respondent been investigated by any workplace health and safety regulator in the past 5 years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
5.	Are any of the directors or partners of the Respondent or the Key Personnel listed in Schedule F1 currently the subject of an investigation by any workplace health and safety regulator as a result of the occurrence of a notifiable incident or have any of them been investigated by any workplace health and safety regulator in the past 5 years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
6.	In the last five years, have any fatalities occurred on a site where the Respondent was the head contractor?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Schedule G2 – Environmental Management

The Respondent must verify the responses noted in this Schedule by providing with its Response documentary evidence of the Respondent's environmental management system.

The Respondent must, if and when requested to do so by the Principal, verify the responses noted in this Schedule by providing copies of the project site specific environmental management plan, site-specific cultural heritage protection searches and any other documented evidence on request by the Principal.

Item	Yes or No
1. Has the Respondent been third party certified for environmental management systems e.g. ISO 14000 series or other? If yes, state third party certifier and certificate number:	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Does the Respondent have an internal environmental management system?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. Is the Respondent aware of the relevant provisions within the Principal's environmental policy and will commit to the requirements of the environmental policy?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4. Is the Respondent aware of the environmental & cultural heritage protection requirements relevant to this project?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5. Is the Respondent aware of the biosecurity requirements relevant to this project?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6. Has the Respondent been issued any Penalty Infringement Notice or other fine relating to an environment or heritage matter in the last 2 years?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7. Has the Respondent been prosecuted by the Environmental Protection Agency or any other government regulator of environmental or heritage matters in the last 5 years?	<input type="checkbox"/> Yes <input type="checkbox"/> No
8. Have any of the directors or partners of the Respondent or the Key Personnel listed in Schedule F1 been prosecuted by the Environmental Protection Agency or any other government regulator of environmental or heritage matters in the last 5 years?	<input type="checkbox"/> Yes <input type="checkbox"/> No
9. Is the Respondent currently the subject of an investigation by an investigation by the Environmental Protection Agency or any other government regulator of environmental or heritage matters as a result of the occurrence of a notifiable incident or has the Respondent been investigated by any workplace an investigation by the Environmental Protection Agency or any other government regulator of environmental or heritage matters in the past 5 years?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Schedule G3 – Quality Management

The Respondent must verify the responses noted in this Schedule by providing with its Response copies of relevant quality policies, procedures, certificates etc. that evidence its ability to meet the quality requirements of the Contract.

Item	Yes or No
1. Does the Respondent have third party certification for Quality, e.g. to ISO 9001 series or other? If yes, state third party certifier and certificate number:	Yes <input type="checkbox"/> No <input type="checkbox"/>
IF RESPONDENT HAS ANSWERED 'YES' TO QUESTION 1, RESPONDENT IS NOT REQUIRED TO COMPLETE QUESTIONS 2 TO 6.	
2. Does the Respondent have an internal quality system or plan (not third party certified)?	Yes <input type="checkbox"/> No <input type="checkbox"/>
3. Does the Respondent have a quality policy?	Yes <input type="checkbox"/> No <input type="checkbox"/>
4. Does the Respondent have documented quality procedures?	Yes <input type="checkbox"/> No <input type="checkbox"/>
5. Are records of inspection, test and other quality assurance or quality control activities maintained and quality records kept for each specific project?	Yes <input type="checkbox"/> No <input type="checkbox"/>
6. Does the Respondent undertake internal quality audits on a project or contract specific basis?	Yes <input type="checkbox"/> No <input type="checkbox"/>

Schedule H – Methodology

Schedule H1 – Methodology

Provide a statement of the Respondent's proposed arrangements, procedures and methodologies for carrying out and completing WUC. This should include:

1. a brief overview of the methodology proposed by the Respondent for the carrying out and completion of WUC;
2. an understanding of the project objectives and deliverables;
3. how it will identify potential problems that may arise during carrying out and completion of WUC;
4. how it will overcome any such problems. Provide potential solutions to those problems;
5. identify construction/project risks and strategies for management and mitigation of these risks;
6. comments on constructability;
7. commissioning and handover management proposed;
8. defect rectification management proposed;
9. provide a summary of any cost saving initiatives or opportunities that it has identified or recommends;
10. provide a summary of innovative work procedures or any other innovation that it recommends or offers during the course of carrying out and completion of WUC; and
11. details of how it proposes to co-ordinate and work with the Principal's staff and with other contractors which might be retained by the Principal on the same Site:
 - (a) for the duration of WUC; and
 - (b) in respect to any shut downs of the Principal's facilities which may occur during the course of carrying out and completing WUC.

Schedule I – Program

Schedule I1 – Program	
Provide as a separate attachment a program for WUC which:	
1.	demonstrates that the Respondent could, if the Respondent's Response is successful, satisfactorily complete the Works by the date or within the period described in the Tender Form for completion;
2.	complies with the requirements of a program stated in the General Specification or elsewhere in the Request for Tender;
3.	takes account of any constraints to the program stated in the General Specification or elsewhere in the Request for Tender;
4.	is in Microsoft Project format;
5.	shows any relevant separable portions; and
6.	shows how WUC will be carried out including but not limited to the Contract milestone dates, the commencement and completion dates of each trade and/or subcontract work activity, procurement activities and supply contract activity, with activities linked in a logical progression through a 'critical path' and identify any float based on a continuous cycle of work.
See separate attachment	

Schedule K – Additional Information

Schedule M1 – Additional Information

The Respondent may add any additional information relevant to this Response in this Schedule.

Schedule L – Australian Government Work Health and Safety Accreditation Scheme

Schedule N1 – Details of accreditation status	
<p>It is a requirement of this project that the successful Respondent be accredited under the Work Health and Safety Accreditation Scheme (Scheme) established by the <i>Building and Construction Industry (Improving Productivity) Act 2016</i> (Cth), at the time of entering into the Contract for the Building Work and while the Building Work is being carried out.</p>	
Item	Yes or No
<p>1. Is the Respondent accredited under the Australian Government Work Health and Safety Accreditation Scheme? If yes, state date of accreditation:</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>2. Is business currently seeking accreditation? If yes, provide evidence that accreditation is being sought</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>3. If the Respondent is a joint venture, has the Respondent obtained consent under the Scheme to pursue this Response? If yes, provide evidence that consent has been obtained</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>

Schedule M – Queensland Code of Practice for the Building and Construction Industry

Schedule O1 – Compliance Schedule

The *Code of Practice for the Building and Construction Industry* (Queensland Code) applies to this Contract. The Respondent's Response will not be accepted if the Principal reasonably considers that the Respondent is not compliant with the Queensland Code or is excluded from tendering for this Contract pursuant to the Queensland Code.

Note// Fulfilling the requirements in this Compliance Schedule does not automatically mean a party has complied with the Queensland Code, whereas a failure to fulfil a requirement in this Compliance Schedule is, prima facie, considered to be acting inconsistently with the Queensland Code.

1. Primary acknowledgments and undertakings

1.1 By completing this Compliance Schedule and submitting a Response, the Respondent:

- (a) acknowledges that the Queensland Government's *Code of Practice for the Building and Construction Industry* (Queensland Code) applies to the project the subject of this Response;
- (b) undertakes that it, and its related entities, will comply with the Queensland Code on:
 - (i) the project the subject of this Response;
 - (ii) any privately and publicly funded building and construction work to which the Queensland Code applies, on and from the date of submitting this Response (if not already required to comply on such privately and publicly funded projects);
- (c) confirms that it and its related entities have complied with:
 - (i) the Queensland Code on all its other projects to which the Queensland Code applies or has been applied;
 - (ii) all applicable legislation, Court and Tribunal orders, directions and decisions, and industrial instruments; and
- (d) confirms that neither it, nor any of its related entities, are subject to a sanction or other circumstance that would preclude the Respondent from submitting an expression of interest or tender response, or, if successful, being awarded the Contract.

2. Sanctions for non-compliance

2.1 The Respondent acknowledges that where it, or a related entity, fails to comply with the Queensland Code, a sanction may be imposed on the Respondent or its related entity or both. The sanctions that can be imposed include, but are not limited to, one or more of the following:

- (a) a formal warning that a further breach will lead to severe sanctions;
- (b) referral of a complaint to the relevant industry organisation for assessment against its own professional code of conduct and appropriate action;
- (c) reduction in tendering opportunities at either agency or government-wide level, for example, by exclusion of the breaching party from tendering for government work above a certain value, or for a specified period;
- (d) reporting the breach to an appropriate statutory body; and
- (e) publication of breach and identity of the party.

3. Disclosure of information

3.1 The Respondent agrees and gives its consent (or reaffirms its consent), and confirms that its related entities agree and give their consent (or reaffirm their consent), to the disclosure of information concerning the Respondent's, and the Respondent's related entities', compliance with the Queensland Code, including disclosure of details of past conduct and whether or not sanctions have been imposed on the Respondent or its related entities.

3.2 The Respondent confirms that it has obtained, or will obtain, the consent of each subcontractor or consultant it proposes to use on the project, or that it will use if successful in the Response, to the disclosure of information concerning the subcontractor's and consultant's compliance with the Queensland

Code, and Federal Code including disclosure of details of past conduct and whether or not sanctions have been imposed on the subcontractor or consultant or its related entities.

3.3 The consent (or reaffirmation of consent) by the Respondent, its related entities and any proposed or subsequent subcontractors, is given to the State of Queensland, its agencies and Ministers for purposes including:

- (a) the exercise of their statutory or portfolio responsibilities;
- (b) investigating and checking claims and assertions made by the Respondent in any documents provided as part of its Response;
- (c) monitoring, investigating and enforcing the Queensland Code, and
- (d) ensuring, facilitating and promoting compliance with the Queensland Code.

3.4 The Respondent acknowledges that this consent is not limited to this Response, or this project, as parties are expected to comply with the Queensland Code on future projects to which they apply.

4. **Positive obligations**

4.1 Without limiting the obligations and requirements in the Queensland Code, the Respondent acknowledges and undertakes to comply with its positive obligations under the Queensland Code, including to:

- (a) allow Queensland Government authorised personnel to:
 - (i) access the project site and other premises;
 - (ii) monitor and investigate compliance with the Queensland Code;
 - (iii) inspect any work, material, machinery, appliance, article, or facility;
 - (iv) inspect and copy any record relevant to the project; and
 - (v) interview any person;as is necessary to demonstrate compliance with the Queensland Code;
- (b) notify the Client Agency and the Principal of any alleged breaches of the Queensland Code and of voluntary remedial action taken, within 24 hours of becoming aware of the alleged breach;
- (c) (for principal contractors only) report any grievance or dispute relating to workplace relations or Workplace Health & Safety (WH&S) matters that may impact on project costs, related contracts or timelines to the Client Agency within 24 hours of becoming aware of the grievance or dispute and to provide regular updates on the grievance or dispute;
- (d) report any threatened or actual industrial action that may impact the project, project costs, related contracts or timelines to the Client Agency within 24 hours and provide regular updates about the steps being taken to resolve the threatened or actual industrial action;
- (e) take all steps reasonably available to prevent, or resolve, industrial action which adversely affects, or has the potential to adversely affect, the delivery of the project or other related contracts on time and within budget; and
- (f) take all reasonably available steps to prevent, or bring to an end, unprotected industrial action occurring on, or affecting the project, including by pursuing legal action where possible. Any such legal action must be conducted (and where appropriate, concluded) in a manner consistent with the guiding principles and objectives of the Queensland Code, namely supporting outcomes of compliance with the law, productivity in delivering the project on time and within budget, maintaining a high standard of safety and protecting freedom of association.

4.2 Without limiting the obligations and requirements of the Queensland Code, the Respondent acknowledges its obligation to ensure, through contract, that subcontractors and consultants similarly do, or allow for, each of these applicable positive obligations.

5. **Privately funded work**

5.1 The Respondent acknowledges and agrees that in respect of its privately funded building and construction work it, and its related entities, will:

- (a) comply with the Queensland Code;
- (b) maintain adequate records of compliance with the Queensland Code (including by contractors);
- (c) allow Queensland Government authorised personnel to:
 - (i) access the sites and premises;
 - (ii) monitor and investigate compliance with the Queensland Code;

- (iii) inspect any work, material, machinery, appliance, article, or facility;
 - (iv) inspect and copy any record relevant to the project; and
 - (v) interview any person;
- as is necessary to demonstrate compliance with the Queensland Code; and
- (d) ensure contractors and consultants similarly do, or allow, for each of these obligations.

6. Subcontractors and consultants

6.1 Where the Respondent proposes to subcontract a part of the project works, and it is authorised to do so, it agrees that it will ensure, through contract, that each subcontractor or consultant agrees to the above clauses:

- (a) the items in Clauses 1 (Primary acknowledgments and undertakings) and 3 to 6 (Disclosure of information) in respect of the relevant subcontractor or consultant;
- (b) comply with the applicable plans and policies on the project referred to in Clauses 7 and 8 (Positive obligations) and 9 (Privately funded work); and
- (c) where a nominated subcontractor or consultant is proposed in the Response, that nominated party cooperates with Queensland Government authorised personnel during the Procurement Process for purposes outlined in Clause 2 (Sanctions for non-compliance).

7. Declaration by Respondent and authorised representative

7.1 By signing this declaration on behalf of the Respondent, the authorised representative declares that they have full authority to execute it and have obtained any necessary consents and approvals to do so.

Name:	[RESPONDENT TO INSERT NAME OF SIGNATORY]
Position:	[RESPONDENT TO INSERT POSITION OF SIGNATORY]
Signature:	[RESPONDENT TO SIGN]
Date:	[RESPONDENT TO INSERT DATE]