

RESPONSE SCHEDULES

[INSERT CONTRACT NAME]

CONTRACT NO.: [INSERT CONTRACT NO.]

|  |
| --- |
| ***Notice to Respondent: Collection, Use and Disclosure of Information****The Principal collects personal information and non-personal information in the EOI 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 EOI 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 EOI may also be disclosed in accordance with the Conditions of Expression of Interest and as required by the Local Government Regulation 2012 (Qld) (****LGR****) and the Right to Information Act 2009 (Qld) (****the RTI Act****) as described below.** 1. ***Publication and display of relevant details under Local Government Regulation***
		1. *The LGR provides that a local government must, as soon as possible after entering into a contractual arrangement worth $200,000 or more (exclusive of GST):*
			1. *publish relevant details of the contract on the local government’s website; and*
			2. *display relevant details of the contract in a conspicuous place in the local government’s public office.*
		2. *The relevant details must be published or displayed in this manner for a period of at least 12 months. In this clause, ‘relevant details’ includes the person with whom the local government has entered into the contractual arrangement, the value of the contractual arrangement and the purpose of the contractual arrangement. By lodging an EOI, the Respondent consents to such publication and display.*
	2. ***Disclosure under Right to Information Act***
		1. *The RTI Act provides members of the public with a legally enforceable right to access documents held by Queensland Government agencies (including the Principal). The RTI Act requires that documents be disclosed upon request, unless the documents are exempt or on balance, disclosure is contrary to public interest. Information contained in an EOI is potentially subject to disclosure to third parties, including information marked as confidential. Any application for disclosure will be assessed in accordance with the terms of the RTI Act.*
		2. *Notwithstanding any other provision of the EOI Documents or an EOI, if a tender is accepted, the Principal may publish on a Queensland Government website or by any other means, contract information including:*
			1. *the name and address of the Principal and the successful Respondent;*
			2. *a description of the goods and/or services to be provided or works to be carried out pursuant to the contract;*
			3. *the date of award of the contract (including the relevant stages if the contract involves more than one stage);*
			4. *the contract value (including the value for each stage if the contract involves more than one stage and advice as to whether any non-price criteria were used in the evaluation of EOIs);*
			5. *the procurement method used; and*
			6. *for contracts with a value over $10 million, the contract, or summary information in respect of the contract, between the Principal and the successful tenderer.*
 |

# EOI Checklist

The Respondent is to attach this checklist and all of the documents and information stated in the table below, to its EOI. An EOI which does not include this checklist and all of the information below may be treated as a non-conforming EOI.

**[IF ANY SCHEDULES DELETED, BEFORE YOU FINALISE THIS DOCUMENT - SELECT CONTROL + A (CTRL-A) THEN F9 TO REFRESH FIELDS, FIX ANY "ERROR" CLAUSES, THEN DELETE THIS INSTRUCTION]**

| **Item** | **Included – Yes ✓** | **Included – No X** |
| --- | --- | --- |
| **EOI Form**  | [ ]  | [ ]  |
| **Schedule A – Statement of Departures** | [ ]  | [ ]  |
| **Schedule B – Respondent Details, Conflict of Interest and Legal Matters** | [ ]  | [ ]  |
| Schedule B – Respondent Details | [ ]  | [ ]  |
| Schedule B2 – Tenderer’s Representative | [ ]  | [ ]  |
| Schedule B3 – Conflict of Interest | [ ]  | [ ]  |
| Schedule B4 – Legal Matters | [ ]  | [ ]  |
| **Schedule C – Financial Details and Solvency** | [ ]  | [ ]  |
| Schedule C1 – Financial Details of Respondent | [ ]  | [ ]  |
| Schedule C2 – Solvency of Respondent | [ ]  | [ ]  |
| **Schedule D – Technical Capacity of Respondent** | [ ]  | [ ]  |
| **Schedule E – Insurances** | [ ]  | [ ]  |
| **Schedule F – Business Profile (Local, Social and Sustainability)** | [ ]  | [ ]  |
| **Schedule G – NOT USED** | [ ]  | [ ]  |
| **Schedule H – Program of Works** | [ ]  | [ ]  |
| **Schedule I – Key Personnel and Sub-contractors** | [ ]  | [ ]  |
| Schedule I1 – Key Personnel | [ ]  | [ ]  |
| Schedule I2 – Subcontractors and Suppliers | [ ]  | [ ]  |
| **Schedule J – Work procedures and methodology** | [ ]  | [ ]  |
| **Schedule K – Management Systems** | [ ]  | [ ]  |
| Schedule K1 – Work Health and Safety | [ ]  | [ ]  |
| Schedule K2 – Environmental Management | [ ]  | [ ]  |
| Schedule K3 – Quality Assurance | [ ]  | [ ]  |
| **Schedule L – Technical Data** | [ ]  | [ ]  |
| **Schedule M – Additional Information** | [ ]  | [ ]  |
| **Schedule N – Declaration of Compliance with the Code for the Tendering and Performance of Building Work 2016 (and Workplace Relations Management Plan)** | [ ]  | [ ]  |
| **Schedule O – Australian Government Work Health and Safety Accreditation Scheme**  | [ ]  | [ ]  |
| **Schedule P – Queensland Code of Practice for the Building and Construction Industry** | [ ]  | [ ]  |

# EOI Form

Tender: [COUNCIL TO INSERT NAME OF PROJECT FROM EOI INFORMATION]

1. [RESPONDENT TO INSERT CORRECT LEGAL ENTITY OF RESPONDENT] lodges an EOI to perform the Works in accordance with the EOI Documents, incorporating:

(a) the Request for Expressions of Interest; and

(b) EOI Addenda numbered [RESPONDENT TO INSERT FIRST ADDENDA] to [RESPONDENT TO INSERT LAST ADDENDA];

2. acknowledges that it has read and understood the EOI Documents and in particular all of its obligations under, warranties given or to be given in, and representations made or to be made in the EOI Documents or any part of them.

Signed for and on behalf of the Respondent by:

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

who warrants that they are duly authorised to sign for and on behalf of [RESPONDENT TO INSERT NAME OF RESPONDENT]

*Note: The EOI Form is to be signed for and on behalf of the Respondent by a person or persons having full authority to bind the Respondent for the purposes of the EOI and evidence of such authority must be provided on request.*

# Schedule A – Statement of Departures

The Respondent shall give details of any proposed amendments, qualifications or departures to the scope of Works contained in Part 4 – Scope of Works of the Request for Expressions of Interest, in the attached schedule, including:

1. the amendment, qualification or departure proposed; and

2. the reason for proposing the change.

The Respondent's EOI is subject to the following amendments, qualifications or departures:

| **Part, Clause or Item** | **Amendments, Qualifications or Departure** |
| --- | --- |
|       |       |
|       |       |
|       |       |
|       |       |
|       |       |
|       |       |

# Schedule B – Respondent Details, Conflict of Interest and Legal Matters

## Schedule B1 – Respondent Details

|  |  |
| --- | --- |
| Name of Respondent: |       |
| Head Office Address: |       |
| Local Branch Office Address:  |       |
| ABN or ACN: |       |
| Trading As: |       |
| QBCC Contractor’s Licence No: |       |
| QBCC Licence Category: |       |
| Telephone Number: |       |
| Name of Directors: |       |
| Name of Manager: |       |
| Name of Secretary: |       |
| Name of Parent Company: |       |
| Names of Subsidiary and Associated Companies:  |       |
| Is the Respondent acting as a trustee of a Trust?  |       |
| Name and Details of Respondent’s Trust**\*** |       |
| Trust Name:  |       |
| Names and addresses of all of beneficiaries:  |       |
| ***\* Note:*** *The Respondent is to include a copy of the trust deed, tick if attached:* Yes [ ]  No [ ]  |

## Schedule B2 – Tenderer’s Representative

Please identify the person who will be the Tenderer’s representative during the procurement process.

|  |  |
| --- | --- |
| Name of Representative: |       |
| Office Number: |       |
| Mobile Number: |       |
| Email address: |       |
| Postal Address: |       |

## Schedule B3 – Conflict of Interest

|  |  |
| --- | --- |
| Will any actual or potential conflict of interest in the performance of the Respondent’s obligations exist if the Respondent is ultimately awarded the contract, or are any such conflicts of interest likely to arise during the life of the contract? | Yes [ ]  No [ ]  |
| If Yes, please provide details of any actual or potential conflict of interest and the way in which any conflict will be dealt with below:[Click once and start typing] |

## Schedule B4 – 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 C – Financial Details and Solvency

## Schedule C1 – Financial Details of Respondent

| **Item** | **Last 3 financial years ending June 30:** |
| --- | --- |
| **2015/2016** | **2016/2017** | **2017/2018** |
| 1. Turnover (revenue) including contract receipts |       |       |       |
| 2. Direct expenses |       |       |       |
| 3. Gross profit |       |       |       |
| 4. Operating expenses |       |       |       |
| 5. Net profit |       |       |       |
| 6. Current Assets - Cash - Trade debtors - Inventory - Other |       |       |       |
| 7. Current liabilities - Trade creditors - Provisions: i. Employee entitlements ii. Income tax - Other  |       |       |       |
| 8. Working capital (Item 6 minus 7) |       |       |       |
| 9. Non-current assets - Loans - Investments - Property, plant and equipment |       |       |       |
| 10. Non-current liabilities - Loans - Creditors - Provisions - Other |       |       |       |
| 11. Net assets (Item 8 plus Item 9 minus Item 10) |       |       |       |
| 12. Shareholders/proprietors funds - Share capital - Reserves - Accumulated profits/losses |       |       |       |
| **(Total of Item 11 should equal total of Item 12)** |  |  |  |

## Schedule C2 – Solvency of Respondent

|  |  |
| --- | --- |
| **Item** | **Tick 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 [ ]  No [ ]  |
| 1. 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 [ ]  No [ ]  |
| 1. 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 [ ]  No [ ]  |
| 1. 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:
* appointing a person referred to in paragraphs 2 or 3;
* winding up or de-registering a party; or
* proposing or implementing a scheme of arrangement
 | Yes [ ]  No [ ]  |
| 1. 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:
* a moratorium of debts of any party;
* any other assignment, composition or arrangement (formal or informal) with a party’s creditors; or
* 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 any agreement or other arrangement of the type referred to in this paragraph 5 been ordered, declared or agreed. | Yes [ ]  No [ ]  |

# Schedule D – Technical Capacity of Respondent

Provide details of Works similar to this Scope currently underway by the Respondent:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Project Name** | **Works Performed Relevant to this Project** | **Amount of Contract ($AUD)** | **Start Date** | **Anticipated Completion Date** |
|       |       | $      |       |       |
|       |       | $      |       |       |
|       |       | $      |       |       |

Please provide details of Works similar to this Scope by the Respondent in the last 5 years:

|  |  |  |  |
| --- | --- | --- | --- |
| **Project Name** | **Works Performed Relevant to this Project** | **Amount of Contract ($AUD)** | **Client Name and Contact Details** |
|       |       | $      |       |
|       |       | $      |       |
|       |       | $      |       |

# Schedule E – 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**

The Principal to be noted as an interested party on the policy

Insurance Company:

Policy Number:

Expiry Date:

Indemnified amount for any one occurrence:

Any Limit of Indemnity:

**PROFESSIONAL INDEMNITY (if the Scope includes design work)**

Insurance Company:

Policy Number:

Expiry Date:

Indemnified amount for any one occurrence:

Any Limit of Indemnity:

**CONTRACT WORKS INSURANCE**

The Principal to be noted as an interested party on the policy

Insurance Company:

Policy Number:

Expiry Date:

Indemnified amount for any one occurrence:

Any limit of indemnity:

# Schedule F – Business Profile (Local, Social and Sustainability)

In an attachment labelled “Schedule F – Business Profile (Local, Social and Sustainability)”, the Respondent is to provide the following information [delete or amend as applicable for a particular project – ensure your evaluation process for this criteria aligns with options included in this schedule]:

* Locality of supplier or service facility;
* Knowledge of the region and the operation of the Principal;
* Describe any social benefits provided to the local community if your company was awarded the contract;
* Provide details on any established programs within your company for traineeships, scholarships or apprenticeships;
* Describe any Indigenous employment initiatives and targets;
* Describe any disability employment initiatives and targets, fostering access and inclusion in the workplace;
* Provide details on your company’s organisational environmental values and how your company integrates consideration of environmental factors into your operational activities;
* Outline sustainable items or practices that will be utilised in relation to the Works;
* Describe the training your company provides to their employees to ensure they are aware of, and committed to environmental awareness, sustainable practices and waste reduction.
* Detail the extent of works to be supplied in terms of labour, plant hire, subcontractors and material suppliers from the Principal’s Local Government Area

# Schedule G – NOT USED

# Schedule H – Program of Works

The Respondent is to submit with its EOI a Program for its performance of the Works which is to:

(a) demonstrate that the Respondent could, if awarded the contract, satisfactorily complete the Works by the date or within the period described in the EOI Documents for completion;

(b) be in consistent with the duration for completion stated in the EOI Form and show any relevant separable portions;

(c) be in Microsoft Project 2010 format;

(d) show how the Works will be executed 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.

# Schedule I – Key Personnel, Sub-contractors, Suppliers and Consultants

## Schedule I1 – Key Personnel

The Respondent is to provide the following in relation to key personnel to be involved in the works:

(a) Details of key personnel and their roles/function, experience and capability in the performance of the works and delivery of similar projects. List demonstrated project management and contract management/administration skills and experience and ability to respond to problems and performance issues. This is required for the following key personnel [delete or amend as applicable for a particular project]:

 Contractor’s Representative

 Project Manager

 Site Foreman

(b) [Delete if contractor is not designing any part of the works] Details of key personnel and their roles/function, experience and capability in the design (and where applicable, testing and commissioning) of similar projects.

(b) Curriculum Vitae (one page CVs) of key personnel including listing previous projects worked on/role undertaken, qualifications/certifications held, and memberships of any professional or business associations.

(c) Details of organisational structure for the Works to be undertaken.

(d) Details of alternative staff and their experience and capability in the performance of the Works should any of the proposed key personnel not be available to undertake the Works.

(e) Details of plant, equipment and materials to deliver the project. List contingency measures /back up of resources for plant, equipment and materials.

## Schedule I2 – Subcontractors, Suppliers and Consultants

The Respondent is to complete the following to describe those parts of the Works that the Respondent proposes to subcontract.

|  |  |  |  |
| --- | --- | --- | --- |
| **Part of Works** | **Subcontractor / Supplier / Consultant Name and Address** | **Value of Works ex GST** | **Relevant Experience** |
|       |       | $      |       |
|       |       | $      |       |
|       |       | $      |       |
|       |       | $      |       |

*(Include additional sheets if there is insufficient space provided)*

# Schedule J – Work procedures and methodology

The Respondent is to provide with its EOI a statement of its proposed arrangements, procedures and methodologies to be adopted by it in carrying out the Works. In doing so, this statement is to address the following points:

(a) a brief overview of methodology proposed by the Respondent for the execution of the Works;

(b) an understanding of the project objectives and deliverables;

(c) how it will identify potential problems that may arise during performance of the Works;

(d) how it will overcome any such problems. Provide potential solutions to those problems;

(e) identify construction/project risks and strategies for management and mitigation of these risks;

(f) comments on buildability;

(g) commissioning and handover management proposed;

(h) defect rectification management proposed;

(i) provide a summary of any cost saving initiatives or opportunities that you have identified or recommend;

(j) provide a summary of an innovative work procedures or any other innovation that you recommend or offer during the course of performance of these Works;

**Optional criteria [delete if not required]**

(k) 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 the Works; and

B. in respect to any shut downs of the Principal’s facilities which may occur during the course of its performance of the Works;

# Schedule K – Management Systems

## Schedule K1 – Work Health and Safety

This Schedule forms part of the EOI evaluation and is to be completed by the Respondent. Upon contract award, the successful Respondent may be required to verify their responses noted in this Schedule, by providing copies of relevant policies, procedures, certificates etc. that provides evidence of their ability and capacity to effectively manage their WHS responsibilities for the contract.

| **Item** | **Tick Yes or No** |
| --- | --- |
| 1. Does your business or organisation have third party certification for Work Health and Safety, e.g. to AS/NZS 4801 or other? | Yes [ ]  No [ ]  |
| If Yes, by whom:      Certificate Number:      *(Attach a copy of your Accreditation Certificate)*  |
| 2. Does your business or organisation have a Random Drug and Alcohol Policy?*(Attach a copy of your Policy)* | Yes [ ]  No [ ]  |
| **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)?*(If yes, attach evidence such as a copy of the manual)* | Yes [ ]  No [ ]  |
| 4. Does your business or organisation have documented Safe Work Methods Statements (SWMS) and other procedures for all identified high-risk work? | Yes [ ]  No [ ]  |
| 5. Does your business or organisation have appropriate systems and/or documented procedures for reporting of incidents and hazards? | Yes [ ]  No [ ]  |
| 6. Is there a person appointed to look after Health and Safety in the workplace? | Yes [ ]  No [ ]  |
| If Yes, state person’s name and position: Name:      Position:       |
| 7. Are all employees aware of their obligations for Personal Protective Equipment (PPE)? | Yes [ ]  No [ ]  |
| 8. Does your business or organisation have current and appropriate qualifications, licences to undertake each task? | Yes [ ]  No [ ]  |
| 9. Does your business or organisation undertake appropriate on site induction and training relevant to each task? | Yes [ ]  No [ ]  |

## Schedule K2 – Environmental Management

The Respondent is to complete and attach this Schedule to its EOI. The purpose of this Schedule is to provide an overview of the status of the Respondent’s construction environmental management plan (EMP) documents and procedures.

The successful Respondent, upon contract award, will be required to verify their 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.

Respondents must provide details of Environmental Management Systems, or processes and procedures. Please answer (YES or NO). Supporting evidence and copies of relevant documentation must be attached with EOI response.

|  |  |
| --- | --- |
| 1. Has your business or organisation been third party certified for Environmental Management Systems e.g. ISO 14000 series or other?
 | [ ]  Yes [ ]  No |
|  If Yes, by whom:       Certificate Number:       *(Attach a copy of Accreditation Certificate)*  |  |
| 1. Does the Respondent have an internal Environmental Management System?

 *(If yes, attach evidence such as a copy of the manual)*  | [ ]  Yes [ ]  No |
| 1. The Contractor is aware of the relevant provisions within the Principal’s environmental policy and will commit to the requirements of the environmental policy?
 | [ ]  Yes [ ]  No |
| 1. Is the contractor aware of the Environmental & Cultural Heritage Protection Requirements relevant to this project?
 | [ ]  Yes [ ]  No |

## Schedule K3 – Quality Assurance

The Respondent is to complete and attach this Schedule to its EOI. Upon contract award, the successful Respondent may be required to verify their responses noted in this Schedule, by providing copies of relevant quality policies, procedures, certificates etc. that provides evidence of their quality requirements for the contract.

| **Item** | **Tick Yes or No** |
| --- | --- |
| 1. Does your business or organisation have third party certification for Quality, e.g. to ISO 9001 series or other? | Yes [ ]  No [ ]  |
| If Yes, by whom:      Certificate Number:      *(Attach a copy of your Accreditation Certificate)*  |
| **IF RESPONDENT HAS ANSWERED 'YES' TO QUESTIONS 1, RESPONDENT IS NOT REQUIRED TO COMPLETE QUESTIONS 2 TO 6.** |
| 3. Does the Respondent have an internal Quality System or Plan (**not** third party certified)?*(If yes, attach evidence such as a copy of the manual)* | Yes [ ]  No [ ]  |
| 4. Does the Respondent have a Quality Policy?*(If yes, attach evidence of the Policy)* | Yes [ ]  No [ ]  |
| 4. Does the Respondent have documented Quality procedures?*(If yes, attach evidence or copy of the procedures)* | Yes [ ]  No [ ]  |
| 5. Are records of Inspection, Test and other Quality Assurance or Quality Control activities maintained and quality records kept for each specific project? | Yes [ ]  No [ ]  |
| 6. Does the Respondent undertake internal Quality Audits on a project or contract specific basis? | Yes [ ]  No [ ]  |

# Schedule L – Technical Data

[Add any project specific technical data into this Schedule if required, or DELETE SCHEDULE IF NOT REQUIRED]

# Schedule M – Additional Information

[Add any additional information relevant to project into this Schedule if required, or DELETE SCHEDULE IF NOT REQUIRED]

# Schedule N – Declaration of Compliance with the Code for the Tendering and Performance of Building Work 2016 (and Workplace Relations Management Plan)

[DELETE SCHEDULE N AND INSERT 'NOT USED' IF BUILDING CODE 2016 DOES NOT APPLY TO PROJECT]

Building Code 2016

*Note// The Code for the Tendering and Performance of Building Work 2016, (Building Code 2016) applies to this Request for Expressions of Interest. The Respondent will not be invited to submit a tender for the Works if the Principal reasonably considers that the Respondent is not compliant with the Building Code 2016 or is excluded from tendering for this contract pursuant to the Building Code 2016.*

In this Declaration of Compliance:

|  |  |
| --- | --- |
| **ABCC** | means the body referred to in subsection 29(2) of the Act. |
| **ABC Commissioner** | means the Australian Building and Construction Commissioner referred to in subsection 15(1) of the Act. |
| **Act** | means the *Building and Construction Industry (Improving Productivity) Act 2016*. |
| **Building Code 2016** | means the *Code for the Tendering and Performance of Building Work 2016*, which is available at <https://www.legislation.gov.au/Details/F2017C00125>  |
| **Building Contractor** | has the same meaning as in the Act. |
| **Building Industry Participant** | has the same meaning as in the Act. |
| **Building Work** | has the same meaning as in subsection 3(4) of the Building Code 2016. |
| **Commonwealth Funded Building Work** | means Building Work in items 1-8 of Schedule 1 of the Building Code 2016. |
| **Enterprise Agreement** | has the same meaning as in the *Fair Work Act 2009*. |
| **Exclusion Sanction** | has the same meaning as in subsection 3(3) of the Building Code 2016.  |
| **Related Entity** | has the same meaning as in subsection 3(2) of the Building Code 2016. |
| **Works** | means the Commonwealth Funded Building Work that is the subject of this EOI. |

**Name of project to which the Works relate for:**

…………………………………………………………………………………………………………………………

**Name of Respondent, ABN and ACN:**

…………………………………………………………………………………………………………………………

1. The Respondent confirms that it and any Related Entity will comply with the Building Code 2016 when undertaking the Works should it be the successful Respondent in relation to the Works.
2. The Respondent confirms that it, and any Related Entities, will comply with the Building Code 2016 from the time of lodging its EOI response (if not already obliged to do so), and that it has complied with the Building Code 2016 in preparing its EOI.
3. The Respondent confirms that it is not subject to an Exclusion Sanction at the time of lodging this EOI.
4. The Respondent acknowledges the powers and functions of the ABC Commissioner and the ABCC under the Act and the Building Code 2016 and undertakes to ensure that it and its subcontractors will comply with any requests made by the ABCC and the ABC Commissioner within those powers and functions, including but not limited to requests for entry under section 72 of the Act, requests to interview any person under section 74 of the Act, requests to produce records or documents under sections 74 and 77 of the Act and responding to requests for information concerning matters relating to the Building Code 2016 under subsection 7(c) of the Building Code 2016.
5. Should the Respondent be the successful Respondent in relation to the Works and proposes to subcontract any of the Works, the Respondent must ensure that any request for expressions of interest or requests for tender (howsoever described) for the Works requires a person responding to the tender:
	1. to comply with the Building Code 2016; and
	2. to confirm that it and its related entities meet the requirements of section 11 of the Building Code 2016; and
	3. to confirm that it is not subject to an exclusion sanction.
6. The Respondent declares that where it proposes to subcontract any of the Works, should it be the successful Respondent, it must:
	1. not enter into a subcontract with a subcontractor, which could be required to comply with the Building Code 2016, and that:
		1. it is covered by, or has Related Entities covered by, an Enterprise Agreement that does not meet the requirements of section 11 of the Building Code 2016; or
		2. is subject to an Exclusion Sanction or is excluded from performing Building Work funded by a state or territory government unless approval to do so is provided by the ABC Commissioner.
	2. only enter into a subcontract where:
		1. the subcontractor has submitted a declaration of compliance, including the further information outlined in Attachment A to the declaration of compliance, in substantively the same form as the model declaration of compliance applicable to contractors and subcontractors in relation to the Building Code 2016 (located in Part 4 in the document titled *Model Clauses Type B-Indirectly Funded* available on the ABCC website (www.abcc.gov.au)); and
		2. the subcontract with the subcontractor contains clauses in substantively the same form as the model contract clauses applicable to contractors and subcontractors in relation to the Building Code 2016 (located in Part 5 in the document titled *Model Clauses Type B-Indirectly Funded* available on the ABCC website ([www.abcc.gov.au))](http://www.abcc.gov.au)));.
7. The Respondent must ensure that an agreement entered into in relation to the Works with a subcontractor requires the subcontractor to act consistently with the Building Code 2016 in respect of the Works.
8. The Respondent must ensure that subcontractors comply with the Building Code 2016 in respect of the Works.
9. The Respondent must ensure as far as is reasonably practicable that subcontractors that are engaged by the Respondent in respect of the Works take remedial action to rectify non-compliant behaviour.
10. The Respondent must ensure that:
	1. it will only use products in relation to the Works that comply with the relevant Australian standards published by, or on behalf of, Standards Australia; and
	2. an agreement entered into in relation to the Works with a subcontractor requires the subcontractor to only use products in relation to the Works that comply with the relevant Australian standards published by, or on behalf of, Standards Australia.
11. The Respondent declares that it has provided all of the further information required by Attachment A to this Declaration of Compliance.
12. The Respondent declares that it has provided as part of its EOI a Workplace Relations Management Plan for approval of the ABCC in accordance with Part 6 of the Building Code 2016, where the Commonwealth’s contribution to the project meets the financial thresholds set out in Item 1, Schedule 2 to the Building Code 2016, as advised by the Principal.
13. By lodging an EOI, the Respondent consents to the disclosure of information concerning compliance with Building Code 2016 including details of whether or not a sanction has been imposed. This consent extends to disclosure by the Commonwealth, its agencies and ministers, and disclosure to others for the purposes of facilitating compliance with the Building Code 2016 and the exercise of their statutory and portfolio responsibilities. The Respondent must and declares that it will, ensure that its proposed subcontractors and consultants are also aware of, and agree to comply with, these rights of use and disclosure.

**[Respondent to Complete: execute pursuant to its appropriate Execution Block]**

|  |  |
| --- | --- |
| **SIGNED BY PTY LTD** **(ACN )** in accordance with s. 127 of the *Corporations Act 2001*...............................................................(Signature of Director)...............................................................(Name of Director in full)Date: ............................................................... | .................................................(Signature of Director/Secretary)...................................................(Name of Director/Secretary in full) |

|  |  |
| --- | --- |
| **Signed by** ) *Name of person* )on the day of 20 ) )In the presence of ) *Name of Witness* ) |   *Signature of Person*  *Signature of Witness* |
| Date: ............................................................... |  |

|  |  |
| --- | --- |
| **Signed by** ) *Name of Company* ) ) )in accordance with its Constitution ) )on the day of 20 ) |   *Signature of Director*  *Name of Director*  *Signature of Director/Secretary*  *Name of Director/Secretary* |
| Date: ............................................................... |  |

**ATTACHMENT A – INFORMATION REGARDING COMPLIANCE WITH THE CODE FOR THE TENDERING AND PERFORMANCE OF BUILDING WORK 2016**

The Respondent must provide the following information as part of their Declaration of Compliance. This information can either be set out in this table or in an annexure to this Attachment and the Declaration of Compliance.

Please answer (YES or NO) and supply other responses.

| Item | Requirement | Compliance  |
| --- | --- | --- |
| 1 | Does the Respondent positively commit to the provision of appropriate training and skills development for their workforce, and, if so, what evidence can the Respondent supply in relation to this (for example, evidence of its compliance with any state or territory government building training policies and evidence of its support in the delivery of nationally endorsed building and construction competencies)? | [ ]  Yes [ ]  No |
| Details: |
| 2 | How many current apprentice and trainee employees are engaged or intended to be engaged by the Respondent to undertake the Works? | Details: |
| 3 | How many and what classes of persons that hold visas under the *Migration Act 1958* are engaged or intended to be engaged by the Respondent to undertake the Works? | Details: |
| 4 | Has the Respondent within the preceding 3 years had an adverse decision, direction or order of a court or tribunal made against it for a breach of a designated building law, work health and safety law or the *Migration Act 1958*? | [ ]  Yes [ ]  No |
| Details: |
| 5 | Has the Respondent or its Related Entities within the preceding 3 years been required to pay any amount under an adjudication certificate (provided in accordance with a law relating to the security of payments that are due to persons in respect of Building Work) to a Building Contractor or Building Industry Participant?  | [ ]  Yes [ ]  No |
| Details: |
| 6 | Has the Respondent or its Related Entities within the preceding 3 years owed any unsatisfied judgement debts to a Building Contractor or Building Industry Participant? | [ ]  Yes [ ]  No |
| Details: |
| 7 | To what extent does the Respondent intend to use domestically sourced and manufactured building materials to undertake the Works? | Details: |
| 8. | Whether the building materials to be used to undertake the building work comply with the relevant Australian standards published by, or on behalf of, Standards Australia? | Details: |
| 9 | What is the Respondent’s assessment of the whole-of-life costs of the project to which the Works relate? | Details: |
| 10 | What does the Respondent consider the impact on jobs will be of the project to which the Works relate? | Details: |
| 11 | Does the Respondent consider that the project to which the Works relate will contribute to skills growth? | [ ]  Yes [ ]  No |

# Workplace Relations Management Plan pursuant to Part 6 of the Building Code 2016

The Respondent must provide with its EOI a Workplace Relations Management Plan for approval by the ABCC in accordance with Part 6 of the Building Code 2016.

# Schedule O – Australian Government Work Health and Safety Accreditation Scheme

[DELETE SCHEDULE O AND INSERT 'NOT USED' IF WHS ACCREDITATION SCHEME DOES NOT APPLY TO PROJECT]

*Note// 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 Building and Construction Industry (Improving Productivity) Act 2016 (Cth), at the time of entering into the contract for the building work and while the building work is being carried out.*

The Respondent must insert details of its accreditation status, including the expiry date of accreditation or evidence that accreditation is being sought under the Australian Government Work Health and Safety Accreditation Scheme. If the Respondent is a proposed joint venture, the Respondent must confirm and and provide evidence that it has obtained consent under the Scheme to pursue this EOI:

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

[DELETE SCHEDULE P AND INSERT 'NOT USED' IF QUEENSLAND CODE DOES NOT APPLY TO PROJECT]

*Note// The Code of Practice for the Building and Construction Industry (Queensland Code) applies to this Request for Expressions of Interest. The Respondent will not be invited to submit a tender for the Works if the Principal reasonably considers that the Respondent is not comply with the Queensland Code or is excluded from tendering for this contract pursuant to the Queensland Code.*

|  |
| --- |
| 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. |
| **Compliance schedule****Primary acknowledgments and undertakings**1. By completing this Compliance Schedule and submitting an expression of interest or tender response, the Respondent:
	1. 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 EOI
	2. undertakes that it, and its related entities, will comply with the Queensland Code on:
		1. the project the subject of this EOI
		2. any privately and publicly funded building and construction work to which the Queensland Code applies, on and from the date of submitting this expression of interest or tender response (if not already required to comply on such privately and publicly funded projects)
	3. confirms that it and its related entities have complied with:
		1. the Queensland Code on all its other projects to which the Queensland Code applies or has been applied
		2. all applicable legislation, Court and Tribunal orders, directions and decisions, and industrial instruments
	4. confirm that, where it and its related entities are, or have been, required to comply with the *Code for the Tendering and Performance of Building Work 2016* (Building Code 2016) as amended from time to time , they have done so
	5. 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 tender.

**Sanctions for non-compliance**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:
	1. a formal warning that a further breach will lead to severe sanctions
	2. referral of a complaint to the relevant industry organisation for assessment against its own professional code of conduct and appropriate action
	3. 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
	4. reporting the breach to an appropriate statutory body
	5. publicise the breach and identity of the party.

**Disclosure of information**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, and the Building Code 2016 including disclosure of details of past conduct and whether or not sanctions have been imposed on a Respondent or its related entities.
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 tender, 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. 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, Ministers and the Australian Building and Construction Commission (ABCC) and its authorised personnel for purposes including:
	1. the exercise of their statutory or portfolio responsibilities
	2. investigating and checking claims and assertions made by the Respondent in any documents provided as part of its expression of interest or tender response
	3. monitoring, investigating and enforcing the Queensland Code, and
	4. ensuring, facilitating and promoting compliance with the Queensland Code.
4. The Respondent acknowledges that this consent is not limited to this EOI, or this project, as parties are expected to comply with the Queensland Code on future projects to which they apply.

Positive obligations1. 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:
	1. allow Queensland Government authorised personnel to:
		1. access the project site and other premises
		2. monitor and investigate compliance with the Queensland Code
		3. inspect any work, material, machinery, appliance, article, or facility
		4. inspect and copy any record relevant to the project
		5. interview any person

as is necessary to demonstrate compliance with the Queensland Code* 1. notify the ABCC (or nominee) Client Agency of any alleged breaches of the Queensland Code and of voluntary remedial action taken, within 24 hours of becoming aware of the alleged breach
	2. (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 ABCC (or nominee) and the Client Agency within 24 hours of becoming aware of the grievance or dispute and to provide regular updates on the grievance or dispute
	3. report any threatened or actual industrial action that may impact the project, project costs, related contracts or timelines to the ABCC (or nominee) and the Client Agency within 24 hours and provide regular updates about the steps being taken to resolve the threatened or actual industrial action
	4. 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
	5. 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.
1. 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.

**Privately funded work**1. The Respondent acknowledges and agrees that in respect of its privately funded building and construction work it, and its related entities, will:
	1. comply with the Queensland Code
	2. maintain adequate records of compliance with the Queensland Code (including by contractors)
	3. allow Queensland Government authorised personnel to:
		1. access the sites and premises
		2. monitor and investigate compliance with the Queensland Code
		3. inspect any work, material, machinery, appliance, article, or facility
		4. inspect and copy any record relevant to the project
		5. interview any person

as is necessary to demonstrate compliance with the Queensland Code* 1. ensure contractors and consultants similarly do, or allow, for each of these obligations.

**Subcontractors and consultants**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:
	1. the items in Clauses 1.1 (Primary acknowledgments and undertakings ) and 1.4 to 1.7 (Disclosure of information) in respect of the relevant subcontractor or consultant
	2. comply with the applicable plans and policies on the project referred to in Clauses 1.8 to 1.9 (Positive obligations) and 1.10 (Privately funded work)
	3. where a nominated subcontractor or consultant is proposed in EOI documents, that nominated party cooperates with Queensland Government authorised personnel during the EOI process for purposes outlined in Clauses 1.2 to 1.3 (Sanctions for non‑compliance).

Declaration by Respondent and authorised representativeBy 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]  |