**Request for Quote for Social Services**

[**Section 1 - Requirements**](#_Section_1_–)

[**Section 2 - Service Agreement**](#_Section_2_–Service)

**RFQ Title:** <<insert title>>

**Reference No:** <<insert procurement project number>>

**Date of Issue:** <<insert>>

**Customer:** <<insert Department name>>

**Request for clarification cut-off** (if applicable)**:** <<insert day/month/year>> at <<insert time AEST >>

**Closing Date:** <<insert day/month/year>> at <<insert time AEST>>

**Contact Officer:** <<insert>>

**Contact phone number:** <<insert>>

**Contact email:** <<insert>>

Document history – << to be deleted before sending to supplier>>

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| --- | --- | --- | --- | --- | --- |
| Version | Date | Status | Key changes made | Author(s) | Reviewer(s) |
| 0.1 |  |  |  |  |  |
| 0.2 |  |  |  |  |  |

**Instructions for using this document** (delete before sending to Supplier):

* The Customer needs to fill out all yellow highlighted sections with details of the Customer’s requirements.
* Information items highlighted in green are to be deleted before the document is finalised.
* Delete all highlighting before issuing the RFQ.
* **Delete all guidance note comments before issuing the RFQ**.
* Relevant sections of Section 3 (Supplier Response) are also to be completed by the Customer before sending to the Supplier. The Supplier is to complete the relevant sections in accordance with the instructions provided therein (see instructions at Section 3 (Supplier Response).

# **Section 1 – Requirements**

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| **Part A – Details about the Request for Quote** |
| 1. **Introduction** |
| The Customer (being the Department of <<insert department name>>) is seeking quotes for the <<provide a high-level introduction and background about the services required in this RFQ>>  Further details about the Services for which quotes are sought under this RFQ, and associated requirements, are set out in Part B of this [Section 1](#_Section_1_–).  Capitalised terms used in this RFQ are defined in the [‘Schedule A – Definitions and RFQ Conditions’](#_Schedule_A_–) and this RFQ should be read in conjunction with those definitions.  A successful Supplier will be required to enter into a Service Agreement with the Customer. Further information about the Service Agreement is set out in [Section 2 – Service Agreement](#_Section_2_–Service). |
| 1. **HSQF, Quality standards and compliance** |
| The Human Services Quality Framework (HSQF) is the quality framework for suppliers delivering ‘human services’ (also referred to, including in this RFQ, as ‘social services’) under service agreements with a number of Queensland Government departments and other providers of human services as outlined in the document titled ‘Human Services Quality Framework – Measuring quality, improving services’ (also referred to as the Quality Framework) located on the HSQF website at <https://www.dcssds.qld.gov.au/our-work/human-services-quality-framework/overview-framework>.  The HSQF was developed in partnership with the non-government sector to reduce duplication and compliance burden for suppliers, while maintaining important safeguards for clients. The HSQF contains a set of common standards, known as the ‘Human Services Quality Standards’ (also referred to as the Quality Standards) that cover the core elements of quality service provision and provide a benchmark for measuring the quality and consistency of service delivery.  The Quality Framework outlines:   * the methods used to assess suppliers’ compliance with the Quality Standards, which include certification by an independent third-party certification body, self-assessment or recognition of a supplier’s existing accreditation under another quality system; * the demonstration method that applies to all service types; and * the business rules and exemptions that may apply, including how funding levels impact on the method of demonstrating compliance with HSQF - for example, suppliers that receive lower levels of funding may only be required to complete a self-assessment against the Quality Standards or they may be exempt from demonstrating compliance or other current accreditation or certification may be accepted as evidence that the services are being delivered in compliance with the Quality Standards.   Suppliers delivering human services that are in-scope for certification under the HSQF are required to contract an approved independent third-party certification body to assess their compliance with the Quality Standards. Suppliers are responsible for meeting all costs associated with achieving and maintaining certification for in-scope service types, including the cost of third-party audits.  Suppliers should review the Quality Framework and other information on the HSQF website at  [https://www.dcssds.qld.gov.au/our-work/human-services-quality-framework](https://www.dcssds.qld.gov.au/our-work/human-services-quality-framework/overview-framework) to determine how the HSQF applies and consider and build the cost of HSQF compliance into the development of their quotes.  Questions about the HSQF and how it applies to the Services for which quotes are sought under this RFQ should be directed to the Contact Officer (see [Section 1](#_Section_1_–), Part A, item 2).  The Queensland Government is committed to ending domestic and family violence.  Through its response to the *Not Now, Not Ever* report, government recognised that addressing domestic and family violence requires a whole of community coordinated response.  This means not just government, but also businesses, community groups and every individual taking responsibility for creating cultural change.  Further support or guidance and resources can be found at:   * <https://www.forgov.qld.gov.au/workplace-package-domestic-and-family-violence>; and * <https://www.justice.qld.gov.au/about-us/services/women-violence-prevention/violence-prevention> |

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| **Part B – Services and associated requirements** |
| 1. **Description of Services required, including Deliverables** |
| <<Insert Description of services>>  For example:  Specific details of the requirements, such as service users and service types.  Capacity for collaboration with other service providers  Staffing sustainability  Service operating hours  After hours and closure arrangements  Brokerage  Service delivery period |

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| **Geographic Catchment Area/s** | **Service user code** | **Service type code** | **Deliverables description e.g. outputs** | **Deliverables (quantity per annum)** | **Indicative funding amount per annum (excl. GST)** |
| <<insert details>> | <<insert details>> | <<insert details>> | <<insert details>> | <<insert details>> | <<insert details>> |

**Notes**: Where this RFQ, including the table(s) above, refers to T-Codes (service types) and/or U-Codes (service users), those codes correspond to the codes described in the Investment Specification (see ‘Service Delivery Requirements’ in [Section 1](#_Section_1_–), Part B, item 2).

Any ‘Indicative funding amount per annum’ stated above is included only for information purposes for the RFQ Process and the actual funding to be available will be as stated in the Service Agreement entered into by a successful Supplier.

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| 1. **Service delivery requirements** |
| The ‘<<insert details>> Investment Specification’ version <<insert version number and date>>, available at [insert link] outlines requirements about each service type including performance reporting requirements and counting rules. The Services will need to be delivered in accordance with the applicable requirements in the Investment Specification.  In addition, the ‘Outputs and Performance Measures Catalogue’ version<<insert version number and date>> includes outputs, counting rules and examples for reporting on outputs (where outputs are the stated ‘Deliverables’ referred to in [Section 1](#_Section_1_–), Part B, item 1). It also includes outcome measures, throughputs, demographic data and other measures. Counting rules and examples for these measures are provided in the catalogue. The catalogue is available at <<insert link>>. |
| 1. **Reporting requirements** |
| Suppliers will be required to report through the Customer’s <<insert name of reporting system>> |
| 1. **Insurance requirements** |
| Except where additional or increased insurance requirements are stated below, insurance requirements will be as set out in clause 20 (Insurance and Indemnity) in the *Service Agreement – Standard Terms*, forming part of any Service Agreement (see Section 2 below).  **Additional or increased insurance requirements**: [insert any additional insurance requirements, such as professional indemnity insurance, or increase in public liability insurance, noting that Standard Terms require $10 million public liability. If no other requirements, state ‘Not applicable’] |

**Note**: The description of the Services and the associated requirements stated in [Section 1](#_Section_1_–), Part B will be part of the Service Agreement to be entered into by a successful Supplier.

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| **Part C – Evaluation Criteria** |
| 1. **Mandatory criteria** |
| **Ethical Supplier Threshold**  The Customer is committed to doing business with suppliers who deliver genuine, quality, secure ongoing jobs with fair pay and safe working conditions for Queenslanders. Suppliers must (and must declare that they):  (a)comply with the Ethical Supplier Threshold; and  (b)have complied with the Ethical Supplier Threshold since 1 September 2021.  In assessing and evaluating the Supplier’s response to this RFQ, the Customer may obtain, and take into account, information about the Supplier relevant to the Supplier’s compliance with this requirement that may be held by the QGP Compliance Branch, or any Government Department or Instrumentality.  **Note**: Refer to the Ethical Supplier Threshold response required in Section 3 (Supplier Response). Ongoing compliance with the Ethical Supplier Threshold will be a requirement under any Service Agreement to be entered into by a successful Supplier.  **Supplier Code of Conduct**  Suppliers must (and must warrant that they) comply with the Supplier Code of Conduct.  In assessing and evaluating the Supplier’s response to this RFQ, the Customer may obtain, and take into account, information about the Supplier relevant to the Supplier’s compliance with this requirement that may be held by the QGP Compliance Branch, or any Government Department or Instrumentality.  **Note** Refer to the Supplier Code of Conduct response required in Section 3 - Supplier Response. Ongoing compliance with the Supplier Code of Conduct will be a requirement under any Service Agreement to be entered into by a successful Supplier.  **Other mandatory criteria**  <<insert details of other mandatory criteria e.g. specific certifications required, or standards to be met, or services that must be delivered to specific locations or <<insert “Not applicable”>> |
| 1. **Other evaluation criteria** |
| The Customer will select the quote/s assessed as providing the best value for money. When assessing value for money the following criteria will be used:  **Evaluation Criterion 1 –** <<insert e.g. proposal for Service delivery>>   * <<insert any sub-criteria>> * <<insert any sub-criteria>>   **Evaluation Criterion 2 –** <<insert e.g. collaboration and integration>>   * <<insert any sub-criteria>> * <<insert any sub-criteria>>   **Evaluation Criterion 3 –** <<insert e.g. organisational history and experience>>   * <<insert any sub-criteria>> * <<insert any sub-criteria>>   **Evaluation Criterion 4** - <<insert details of local benefits test>> |

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| **Part D – Important information about submitting a quote** |
| 1. **RFQ Conditions** |
| The RFQ Conditions contained in ‘Schedule A – Definitions and RFQ Conditions’ apply to this RFQ and the conduct of the RFQ Process. |
| 1. **Payment** |
| Suppliers should also refer to the ‘On-time Payment Policy’, which can be found at <https://www.business.qld.gov.au/starting-business/advice-support/support/small-business/on-time-payment-policy/on-time-policy>. |
| 1. **How to lodge a quote** |
| Quotes in response to this RFQ must be submitted electronically by the Closing Date through the Queensland Government [QTenders](https://qtenders.hpw.qld.gov.au) website at [https://qtenders.hpw.qld.gov.au](https://qtenders.hpw.qld.gov.au/) in accordance with the following:   1. All files that comprise a quote must be uploaded on the [QTenders](https://qtenders.hpw.qld.gov.au/) website. 2. Suppliers responding to a public RFQ must log in using their email address and system password, before uploading their quote. 3. Quotes must be submitted using Microsoft Word for Section 3 (Supplier Response), and PDF for any other supporting documents. 4. When the upload has successfully completed, a confirmation page will display showing a receipt number and the list of files submitted, and a confirmation email will be sent to the supplier’s email address as registered in QTenders. These documents must be retained as proof of submission.   Any technical enquiries regarding QTenders can be directed to the [Queensland Government QTenders help desk](https://qtenders.hpw.qld.gov.au/) or by telephone (07) 3215 3699 between 8am and 5pm AEST.  Any other queries regarding this RFQ should be directed to the Contact Officer (see this Section 1, Part D, item 6). |
| 1. **Closing Date** |
| <<day/month/year>> at <<insert time>> AEST |
| 1. **Quote validity period** |
| Quotes must remain valid for 120 days from the Closing Date. |
| 1. **Contact Officer** |
| All enquiries regarding this RFQ should be made to the following Contact Officer:  <<insert contact officer details>> |
| 1. **Complaints** |
| If, at any time during the RFQ Process, a Supplier considers that it has been unreasonably or unfairly treated and it has not been able to resolve the issue with the contact officer, the Supplier may request for the issue to be dealt with in accordance with the Customer’s complaint management process and directed to:  Position: <insert position title>  Email: [<insert](mailto:cdssprocurement@communities.qld.gov.au) email address> |

# **Section 2 –Service Agreement**

Any Service Agreement arising from this RFQ will consist of the:

* [Service Agreement – Standard Terms, version 1.1 – dated 17 February 2015](https://www.hpw.qld.gov.au/__data/assets/pdf_file/0006/4020/updateserviceagreementstandardterms.pdf); and
* Service Agreement – Funding and Service Details (FSD) and associated Funding Schedules.

Service Agreement templates are available at <<insert link>>. These documents are not negotiable.

For the purpose of the Service Agreement, the Customer is referred to as ‘Us, We or Our’ and the relevant Supplier is referred to as ‘You’.

Importantly, no agreement will arise for the provision of the Services sought to be procured under this RFQ (or provision of associated funding) unless and until a Service Agreement is signed by both parties.

<< insert the following paragraph if applicable>>

Funding to be provided to a successful Supplier in relation to the Services (and under the terms of a Service Agreement) will be subject to the *Community Services Act 2007* as it is covered by the Ministerial declaration made on <<insert date>>.

This declaration can be viewed at <<insert link>>.

# **Schedule A – Definitions and RFQ Conditions**

1. **Definitions**
   1. Unless otherwise stated or required by the context, in this RFQ, including these RFQ Conditions:

**Closing Date** means the closing date and time stated in Section 1, Part D, item 4;

**Confidential Information** means all information disclosed by or on behalf of the Customer to the Supplier in connection with this RFQ or created using that information, which is confidential in nature and designated as confidential, or which a reasonable person receiving the information would realise is sensitive or confidential, and all information to the extent it is derived from that information;

**Conflict of Interest** means having an interest, affiliation or relationship, or owing an obligation (whether personal, financial, professional or otherwise) which conflicts, may reasonably have the potential to conflict, or may reasonably be perceived as conflicting, with the ability of the Supplier or its Personnel to perform its obligations under the Service Agreement fairly and objectively;

**Contact Officer** means theContact Officer for the Customer described in the table in Section 1, Part D, item 6;

**Criminal Code** means the Criminal Code in Schedule 1 to the *Criminal Code Act 1899* (Qld), as amended from time to time;

**Customer** means the customer identified in this RFQ;

**Deliverable** means the required deliverables, outputs, outcomes, results or quantities of, or for, the Services stated in Section 1, Part B, item 1;

**Disclosed Information** means this RFQ and any other document, data or information in any medium which is at any time:

1. issued or made available by or on behalf of the Customer to potential Suppliers; or
2. is referred to or incorporated by reference in any such document, data or information;

**Ethical Supplier Threshold** means the Ethical Supplier Threshold described in the Queensland Procurement Policy;

**FSD** means the*Service Agreement – Funding and Service Details*.

**Geographic Catchment Area** means the area or areas where the Services are to be delivered, which, unless described otherwise, correspond to the Australian Bureau of Statistics Statistical Areas;

**Government Department or Instrumentality** includes any governmental regulator, including Work Health and Safety Queensland, the Queensland Building and Construction Commission, the Fair Work Commission and any agent or employee of any of the foregoing;

**HSQF** means the Human Services Quality Framework;

**HSQF Document** means the document titled ‘*Human Services Quality Framework, Measuring quality, improving services*’ version 8, available on the HSQF Website, as amended or updated from time to time;

**HSQF Website** means the website at <https://www.dsdsatsip.qld.gov.au/our-work/human-services-quality-framework/overview-framework>;

**Investment Specification** means the Investment Specification described as part of the ‘Service Delivery Requirements’ inSection 1, Part B, item 2;

**Personal Information** has the meaning given:

1. for the purpose of the *Information Privacy Act 2009* (Qld) – in that Act; or
2. for the purposes of the *Privacy Act 1988* (Cth) – in that Act;

**Personnel** means:

1. officers, directors, employees, agents, temporary contractors; and
2. in the case of the Supplier includes:

(i) any subcontractor and the subcontractor’s officers, directors, employees, agents and temporary contractors; and

(ii) any other person employed or engaged, or to be employed or engaged, in the performance of the Service Agreement;

**QGP Compliance Branch** means the Queensland Government Procurement Compliance Branch, , Department of Energy and Public Works, or any entity or unit from time to time replacing or assuming functions or responsibilities of the QGP Compliance Branch;

**Quality Standards** means the Human Services Quality Standards described in Section 1, Part A, item 2;

**Queensland Procurement Policy** means the Queensland Procurement Policy 2023, as (as amended or replaced from time to time);

**RFQ** or **Request for Quote** means this ‘*Request for Quote (RFQ) for Social Services*’ issued by the Customer;

**RFQ Conditions** means the terms and conditions in this ‘Schedule A – Definitions and RFQ Conditions’;

**RFQ Process** means the process commenced by the issuing of this RFQ, including the preparation and submission of any quote, the evaluation of quotes, any negotiations and the acceptance or rejection of quotes, and concluding upon entering into a Service Agreement with one or more Suppliers or upon the termination of the process;

**Requirements** means the standards, specifications and other requirements for the Services which are set out in this RFQ, particularly those in Section 1, Part B, item 1;

**Service Agreement** means a service agreement between the Customer and the Supplier for provision of the Services and associated funding, as described in Section 2;

**Services** means the social services described in Section 1, Part B, item 1;

**Standard Terms** means the*Service Agreement – Standard Terms*, version 1.1 – dated 17 February 2015;

**Supplier** or **You** means the person or entity submitting a quote in response to this RFQ; and

**Supplier Code of Conduct** means the document titled Queensland Government Supplier Code of Conduct, available on the web at <https://www.forgov.qld.gov.au/finance-and-procurement/procurement/procurement-resources/search-for-procurement-policies-resources-tools-and-templates/queensland-government-supplier-code-of-conduct>’.

* 1. Unless stated otherwise, in this RFQ, including these RFQ Conditions:

1. references to ‘Sections’, ‘Parts’ and/or ‘items’ refer to Sections, Parts and/or items in this RFQ;
2. the singular includes the plural and vice versa; and
3. where a word or phrase is defined, its other grammatical forms have a corresponding meaning.
4. **Process**
   1. Quotes must be submitted in the form and manner stated in this RFQ. Failure to comply with this requirement may result in a quote being considered as non-conforming.
   2. By submitting a quote in response to this RFQ, the Supplier:
5. accepts these RFQ Conditions; and
6. offers to enter into a Service Agreement with the Customer to provide the Services,

and the Customer may accept the quote during the quote validity period (see Section 1, Part D, item 5).

* 1. The Customer may make any changes to the RFQ Process in its absolute discretion, by notifying the Supplier by email, by publication on the Queensland Government QTenders website and/or via the Procure to Invest (**P2i**) system. Without limitation, the Customer may:

1. add or change the Requirements;
2. amend dates including extending the Closing Date;
3. amend, update or supplement the information, terms and conditions, procedures and protocols or any aspect of this RFQ or the RFQ Process, including the terms of the proposed Service Agreement, without giving reasons;
4. alter the terms of participation in the RFQ Process or the overall procurement process from the RFQ;
5. consider, accept or reject any or all quotes, including any non-conforming quote or quote received after the Closing Date;
6. consider, accept or reject alternative or innovative quotes, quotes in part, or multiple quotes;
7. reject any or all quotes (including prior to or during any assessment) for any reason or discontinue assessment irrespective of the extent to which the quote satisfies any of the assessment criteria or shortlist;
8. vary or amend any evaluation criteria stipulated in this RFQ, develop and consider sub-criteria for any, or all of the evaluation criteria or take into account information provided in response to a particular criterion in the assessment of any other criterion;
9. exercise discretion in evaluating any subjective evaluation criteria;
10. negotiate with one or more Suppliers and allow any Supplier to vary its quote;
11. conduct checks and obtain information about a Supplier relevant to the evaluation criteria including financial viability, credit and reference checks and information that may be held by any Government Department or Instrumentality and take the information into account in assessing the Supplier’s quote;
12. interview, negotiate, hold discussions, or meetings with any Supplier or prospective Supplier on any matter contained (or proposed to be contained) in a quote to the exclusion of others;
13. request some or all Suppliers to conduct site visits, participate in workshops, and/or make themselves available for panel interviews or to make presentations;
14. request the Supplier provide references, additional information or to clarify information, to substantiate to the Customer’s satisfaction information supplied by the Supplier during the RFQ Process;
15. conduct due diligence investigations, including in relation to potential or perceived conflicts of interest, and take into account information from those investigations, its own and other sources in evaluating quotes and considering if there is anything which may preclude a Supplier from participating in this RFQ Process;
16. refuse to allow participation or terminate any further participation by any party at any point in the RFQ Process;
17. waive any requirement or obligation under these RFQ terms and conditions, without prejudicing, varying or limiting any other requirement, obligation or rights;
18. publish the names of Suppliers;
19. not provide Suppliers with any reason for any actions or decisions it may take or any debriefing, including in respect of the exercise by the Customer of any or all of the above mentioned rights;
20. take such other action as it considers in its absolute discretion appropriate in relation to the RFQ Process; or
21. cancel the RFQ Process.
    1. 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 RFQ Process.
22. **Alternative quotes**

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

1. **No reliance on information**
   1. The Supplier is responsible for making its own investigation and assessment about all matters relevant to this RFQ, the Requirements, the accuracy of all information and documents provided by or on behalf of the Customer, and all other matters relevant to the Supplier’s quote.
   2. The Customer makes no warranty or representation (express or implied), and does not assume any duty of care to Suppliers that the information in this RFQ or any other Disclosed Information is current, accurate, adequate, suitable, reliable or complete, or that the information has been independently verified, and the department accepts no responsibility for interpretations, opinions or conclusions formed by the proponents.
   3. The Customer does not accept any responsibility or liability arising from negligence or otherwise for any reliance placed on any written or oral communications transmitted to a Supplier in the course of the RFQ Process. The Customer will have no responsibility to inform any recipient of this document of any matter or information in its knowledge or possession which may be relevant to this RFQ or the RFQ Process or affect any other matter or information contained or referred to in this RFQ.
2. **Supplier cost**
   1. Participation in the RFQ Process, including but not limited to preparation of quotes, attending meetings, and providing additional information is at the Supplier’s cost. The Customer is not required to pay compensation to the Supplier, nor reimburse, any costs, expense or loss which may be incurred by any Supplier or any other person in relation to the RFQ Process in any circumstances, for any reason.
3. **No relationship**
   1. No contract will be formed between the Customer and the Supplier unless and until the parties sign a Service Agreement.
   2. The conduct of the RFQ Process does not give rise to any legal or equitable relationship, but the Customer may exclude the Supplier from participating in the RFQ Process if it fails to comply with these RFQ Conditions. A Supplier will not be entitled to make any claim for compensation or loss from the Customer for any matter arising out of the RFQ Process, including but not limited to any failure by the Customer to comply with these RFQ Conditions.
4. **Compliance** 
   1. The Supplier must:
5. (**communication**) direct all enquiries relating to this RFQ to the Customer’s nominated contact officer (see Section 1, Part D, item 6), and not discuss this RFQ with any other person except as required to prepare its quote;
6. (**accuracy**) ensure that all information provided as part of its quote is complete, accurate, current, and not misleading;
7. (**laws**) comply with all laws;
8. (**confidentiality**) keep confidential all Confidential Information which it obtains as part of the RFQ Process, not use it except for the purpose of responding to this RFQ, and not disclose it except to its Personnel on a need to know basis for the purpose of responding to this RFQ, or with the Customer’s consent, or to the extent required by law, or to its professional advisors;
9. (**privacy**) if it collects or has access to any Personal Information in connection with the RFQ Process, comply as if it was the Customer with the privacy principles in the *Information Privacy Act 2009* (Qld) or the ‘Australian Privacy Principles’ in the *Privacy Act 1988* (Cth), as applicable, in relation to that Personal Information and comply with all reasonable directions of the Customer relating to the Personal Information;
10. (**no publicity**) not make any public announcements or advertisement relating to the RFQ Process;
11. (**competitive neutrality**) if the Supplier is a government owned business, local government, or Commonwealth, State or Territory or authority, price its quote to comply with the competitive neutrality principles of the Supplier’s jurisdiction;
12. (**Personnel**) ensure that its Personnel also comply with these requirements;
13. (**accuracy of information**) ensure that all representations, warranties, declarations, statements, information and documents (“**information**”) made or provided by the Supplier in connection with the RFQ Process are complete, accurate, up-to-date and not misleading in any way. The Supplier must immediately tell the Customer if any information is or becomes incomplete, inaccurate, out-of-date or misleading in any way.
14. **Anti-competitive conduct, conflict of interest and criminal organisations**
    1. The Supplier warrants that neither it, nor its Personnel have engaged in any collusive, anti-competitive or similar conduct in connection with the RFQ Process or any actual or potential contract with any entity for services similar to the Services.
    2. The Supplier warrants that:
15. it and its Personnel do not hold any office or possess any property, are not engaged in any business or activity and do not have any obligations whereby a Conflict of Interest is created, or may appear to be created, in conflict with its obligations under these RFQ Conditions or the proposed Contract, except as disclosed in the Supplier’s quote;
16. 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 RFQ Process; and
17. immediately notify the Customer if any Conflict of Interest arises after lodgement of the Supplier’s quote.
    1. The Supplier warrants that neither it nor its Personnel:
18. have been convicted of an offence under the Criminal Code where one of the elements of the offence is that the person is a participant in a criminal organisation within the meaning of section 60A(3) of the Criminal Code; or
19. are subject to an order under or have been convicted of an offence under the *Criminal Organisation Act 2009* (Qld).
    1. The warranties in this clause 8 are provided as at the date of the Supplier’s response to this RFQ and on an ongoing basis until the later of the Customer notifying the Supplier that its quote has been rejected and expiry or termination of any Service Agreement entered pursuant to the RFQ 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.

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

1. **No Appeal**
   1. Suppliers will not have a right to appeal to the Customer against any decisions made in the course of or arising from the RFQ Process .
2. **Acceptance of Conditions**
   1. By submitting a quote in response to this RFQ, Suppliers agree to these RFQ Conditions.