

# M739 Financial Approval Request

Note: All relevant supporting documentation must be attached to this request prior to the approval being actioned. Any documentation which is not supplied will be requested prior to the approval being processed.

Contract Number: CN-3149 Contract Manager: Amod Rijal

Project Number/s: 13039

Contract or Variation Description: Provide weed management services on various state controlled roads in the Cook Shire for 2017 - 2018.

Submitting Officer:

not relevant

Amod Rijal, Principal Engineer

10/7/17

Date

Approving Officer:

not relevant

Richard Evans, Manager PP&CM

10/7/17

Date

Contract Type & Delivery Strategy:

Other

Detailed Contract Type:

Construction Contract

Contract Amount (Ex GST):

\$ 65,000.00

Variation Amount (Ex GST):

\$ 0.00

Total Approval Amount (Ex GST)

\$ 65000

Successful Tenderer: Cook Shire Council

Actual Calling Date:

11/04/2017

Revised Completion Date (variations only):

Contract Period from:

10/07/2017

to

30/06/2018

Construction from:

10/07/2017

to

30/06/2018

Our ref CN-3149  
Your ref  
Enquiries Amod Rijal



Department of  
**Transport and Main Roads**

12<sup>th</sup> July 2017

Cathy Johnson  
Cook Shire Council  
PO Box 3  
Cooktown QLD 4895

Dear Ms Johnson

**Re: Invitation CN-3149 for the provision of Weed Management in Cook Shire Region 2017 - 2018**

Thank you for your offer in response to the above invitation dated 11<sup>th</sup> April 2017. Your offer has been accepted.

The following documents constitute the entire Contract between the parties:

- (a) The Request for Quote.
- (b) The Short Form Conditions of Contract for the provision of goods and services version 004 dated 1 July 2012.
- (c) Your Offeror's Response dated 5<sup>th</sup> May 2017.
- (d) This letter.

The contract commencement date is 12<sup>th</sup> July 2017.

Backdated and/or stale invoices (those received 5 days after invoice date) will not be accepted. Invoices requiring corrections must be credited and re-raised at the current date.

Please reference contract number CN-3149 on all invoices. All invoices for Transport and Main Road's Far North District should be forwarded via:

Email: [CAID\\_AP@tmr.qld.gov.au](mailto:CAID_AP@tmr.qld.gov.au)

Program Delivery & Operations  
Far North District  
15 Lake Street  
PO Box 6185 CAIRNS QLD 4870

Telephone +61 7 4045 7230  
Facsimile +61 7 4054 7138  
Website [www.tmr.qld.gov.au](http://www.tmr.qld.gov.au)  
Email [amod.p.rijal@tmr.qld.gov.au](mailto:amod.p.rijal@tmr.qld.gov.au)  
ABN 39 407 690 291

Or alternatively

Department of Transport and Main Roads  
Post: PO Box 6185  
CAIRNS QLD 4870

We would like to thank you for the time and effort spent in submitting your offer.

Yours sincerely

not relevant

Darryl Jones  
**Manager, Project Planning & Corridor Management**

Released under RTI - DTMR

# Record of Quotes and Evaluation CN-3149

## Section 1 – Details of Quotes Obtained

Offer Details	Cook Shire Council		
<b>Offerors Name</b>	Cook Shire Council		
<b>ACN/ABN</b>	45 425 085 688		
<b>Street Address</b>	10 Furneaux Street, Cooktown, QLD, 4895.		
<b>Postal Address</b>	PO Box 3 Cooktown, QLD, 4895.		
<b>Contact Name</b>	Cathy Johnson		
<b>Phone Number</b>	4069 5444		
<b>Email Address</b>	cjohnson@cook.qld.gov.au		
<b>Goods and/or Services Details:</b>	Weed management on state controlled roads in Cook Shire.		
<b>Price (incl GST)</b>	\$71,500		
<b>Delivery / Engagement period:</b>	01/07/2017 to 30/6/2018		
<b>Delivery Address:</b>	various on state controlled roads		
<b>Insurance Details:</b>	Insurer: Queensland Local Government Mutual Liability Pool Policy No: COOK000018 Expiry Date: 30 June 2017 Insured Amount: Professional Indemnity: \$300,000,000 Public Liability: \$400,000,000		
<b>Scoring and Comments:</b>	No Scoring undertaken.  Contract CN-3157 issued to Cassowary Coast Council through sole invitation. Offer was not scored although the price was assessed to ensure it was in line with previous year and didn't exceed estimates.		
<b>Negotiation:</b>	N.A.		



<b>Total Weighted Score:</b>	N.A. – Sole invitee.		
<b>Recommendation and Justification:</b>	Recommended Offeror:	Cook Shire Council	
	Justification:	Cost savings and efficiency	
	Contract period:	12 months	
	Contract value (incl GST):	\$71,500	
	Contract commencement date:	10 July 2017	
	Contract end date:	30 June 2018	
	Payment terms:	30 Days from date of invoice	

## Section 2 – Savings and Benefits

Savings and Benefits Achieved	
<b>Target Savings and Identified Benefits</b>	Cook Shire Council provide weed management services at better than market rate costs using internal staff and will deliver the works on state controlled roads effectively and efficiently.
<b>Current/Forecast Quantity or Volume</b>	Annual service as required depending on severity of infestations.

## Section 3 – Procurement Delegate Endorsement

As a Procurement Delegate with the appropriate level of delegation, I am satisfied that this request:

- meets the requirements of the departmental procurement procedures
- will provide value for money for the department

I am aware of my responsibilities under the probity and accountability provisions of the Queensland Procurement Policy and I acknowledge that I am accountable for this decision.

<b>Invitation Number:</b>	CN-3149
<b>Name:</b>	Lyn Pickering
<b>Position Title:</b>	Manager, Program Support
<b>Branch:</b>	Program Delivery & Operations – Far North District, Cairns Office
<b>Procurement Delegation:</b>	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input checked="" type="checkbox"/> 4 <input type="checkbox"/> 5
<b>Signature:</b>	<div>not relevant</div> <div>Date: 10/7/17</div>

## Section 4 – Financial Delegate Endorsement

As a Financial Delegate with the appropriate level of delegation, based on the information provided I am satisfied that:

- the expenditure is for authorised purposes and is necessary for the proper conduct of departmental business.
- the works or services acquired are included in an approved program, project or budget.
- the expenditure represents value for money, having considered all reasonable options available for achieving the desired purpose.
- i have budgetary control for the specific type of expenditure within the relevant division, branch, program or cost centre, or have written authority to act on behalf of the officer who does, and funds are available for the purchase.
- the amount for the endorsement is the total price including GST payable and any other relevant charges e.g. delivery.
- i am an impartial party in the transaction.

I am aware of my responsibilities under the *Financial Accountability Act 2009* and I acknowledge that I am accountable for this decision.

<b>Invitation Number:</b>	CN-3149	
<b>Name:</b>	<del>Richard Evans</del> <i>Darryl Jones</i>	
<b>Position Title:</b>	<del>Manager</del> Project Planning & Corridor Management	
<b>Branch:</b>	Program Delivery & Operations – Far North District, Cairns Office	
<b>Financial Band</b>	<input type="checkbox"/> ELT <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 7	
<b>Signature:</b>	not relevant	Date: <i>10/7/17</i>

## Section 5 – Panel Chair Approval

As the Panel Chair, I am satisfied that:

- evaluation conducted with the highest standards of probity and official conduct
- evaluation criteria have been met
- clearly justifies why the Offeror was selected
- provides value for money for the department
- negotiations have been held (if required) with shortlisted and/or recommend suppliers.

I am aware of my responsibilities under the probity and accountability provisions of the Queensland Procurement Policy and I acknowledge that I am accountable for this endorsement.

<b>Invitation number:</b>	CN-3149	
<b>Name:</b>	Amod Rijal	
<b>Position Title:</b>	Principal Engineer	
<b>Branch:</b>	Program Delivery & Operations – Far North District, Cairns Office	
<b>Signature:</b>	not relevant	Date: <i>10/7/17</i>



# Request for Quote

## CN-3149 - Weed Management along State Controlled roads in Cook Shire Council for 2017/18

Cathy Johnson  
[cjohnson@cook.qld.gov.au](mailto:cjohnson@cook.qld.gov.au)

The Department of Transport and Main Roads invites offers for the provision of weed management services along state controlled roads in Cook Shire Council for 2017/18 as specified in Section 1 - Requirements.

This Request for Quote (RFQ) process will be governed by the Conditions of Offer contained in Section 2 – Conditions of Submission. Any contract arising from this RFQ process will be governed by the Conditions of Contract contained in Section 3.

The response form contained in Section 4 – Offeror Response has been included to allow Offerors to respond to the RFQ. It is a requirement of the RFQ that the response form be completed and submitted to the Department of Transport and Main Roads by the date and time specified in Section 1 - Requirements.

### Section 1 - Requirements

<b>Description of Goods and/or Services required:</b>	Weed Management along State Controlled roads in Cook Shire Council for 2017 - 2018	
<b>Specifications and/or scope of works:</b>	Weed Management	
<b>Key deliverables and/or milestones:</b>	Completion before 30 June 2018	
<b>Delivery address of Goods and/or Services:</b>	Various	
<b>Delivery period:</b>	1 July 2017 – 30 June 2018	
<b>Insurance requirements:</b>	(a) Workers' Compensation Insurance in accordance with the <i>Workers' Compensation and Rehabilitation Act 2003</i> (Qld); (b) Public Liability insurance for a minimum of \$10 million in respect of each claim	
<b>Liability Cap</b>	Nil	
<b>Evaluation criteria:</b>	Offers received will be evaluated against the following criteria.	
	<b>Evaluation criteria 1:</b>	Price
<b>Mandatory requirements:</b>	Nil	
<b>Requirements of submission:</b>	(a) Completion of section 4 – Offeror Response	
<b>Lodgement of submission:</b>	Submit by email to <a href="mailto:CAID_ProcurementFNR@tmr.qld.gov.au">CAID_ProcurementFNR@tmr.qld.gov.au</a>	
<b>Closing Date:</b>	Thursday 18 <sup>th</sup> May 2017 at 3:00pm	

<b>Offer Validity Period:</b>	30 Days
<b>Non-Conforming Offers:</b>	Failure to comply with all the requirements of the Request for Quote may result in an Offer being considered non-conforming.
<b>Contact officer:</b>	Amod Rijal, Principal Engineer
	4045 7230
	amod.p.rijal@tmr.qld.gov.au
<b>Confidential Information:</b>	Nil
<b>Complaints Management:</b>	The Customer's Complaint Manager is the Chief Procurement Officer GPO Box 1412 Brisbane Qld 4001 Ph: (07) 3066 1747 E: Chief Procurement Officer

## Section 2 – Conditions of Submission

This RFQ process is governed by the terms of Conditions of Offer version 004 dated 1 July 2012 as detailed at: <http://www.hpw.qld.gov.au/SiteCollectionDocuments/ConditionsOfOffer004.pdf>.

The Conditions of Offer are to be amended as follows: <http://www.tmr.qld.gov.au/business-industry/Business-with-us/Goods-and-services-procurement.aspx>

## Section 3 – Conditions of Contract

The documents that will govern any contract arising from this RFQ process are as set out below:

- (a) Short Form Conditions of Contract for the provision of goods and services version 004 dated 1 July 2012 as detailed at <http://www.hpw.qld.gov.au/SiteCollectionDocuments/ShortFormConditionsContract004.pdf>.



## Section 4 – Offeror Response

<b>Company details:</b>	
Company name	Cook Shire Council
ACN/ABN	45 425 085 688
Address	10 Furneaux Street, Cooktown, Qld, 4895
Postal Address (if different from above)	PO Box 3, Cooktown, Qld, 4895
Contact Officer Name	Cathy Johnson
Phone Number	07 4082 0577
Email Address	<a href="mailto:cjohnson@cook.qld.gov.au">cjohnson@cook.qld.gov.au</a>
Fax Number	07 4069 5423
<b>Offer details</b>	<p><b>Note to Offeror:</b></p> <p>Please address the following as outlined in Section 1:</p> <ul style="list-style-type: none"> <li>the requirements of submission</li> <li>each of the Evaluation Criteria</li> </ul> <p>If required, please attach an appendix to this Request for Quote.</p>
<b>Fee / Pricing Information:</b>	Lump sum
Price (excl GST)	\$65,000
Hourly rate (excl GST)	
GST Amount	\$6,500
Estimate of hours (if relevant)	
<b>Total Price: (incl of GST)</b>	\$71,500
<b>Insurance Details:</b> Professional Indemnity (if specified in Section 1)	<p>Insured Amount: \$300,000,000</p> <p>Policy No: COOK000018</p> <p>Insurer: Queensland Local Government Mutual Liability Pool</p> <p>Name Insured: Cook Shire Council</p> <p>Expiry Date: 30 June 2017</p>
Public Liability (if specified in Section 1)	<p>Insured Amount: \$400,000,000</p> <p>Policy No: COOK000018</p> <p>Insurer: Queensland Local Government Mutual Liability Pool</p> <p>Name Insured: Cook Shire Council</p> <p>Expiry Date: 30 June 2017</p>
<b>I confirm that I accept the Liability Cap for this engagement :</b>	Yes
Other insurances (if specified in Section 1)	N/A

Warranty details including warranty period and conditions: (if required)	N/A							
Deviation from the above Specifications: (if applicable)	N/A							
Departures from the Conditions of Contract (including Special: Conditions if required)	<b>Clause Number</b> insert clause number	<b>Proposed departures, variations and additions</b> insert details of proposed departures / variations / additions						
Conflict of Interest and Collusion: (disclose if applicable)	<p><b>Conflict of Interest:</b> Offerors must supply details of any possible conflict of interest that exists or may arise in relation to the making and/or acceptance of their Offer. If there is nothing to declare, please insert "None".</p> <p>None</p> <p><b>Collusion:</b> In submitting its Offer, the Offeror warrants to the Eligible Customer that it fully complies with clause 23.5 of the Conditions of Offer, except as expressly disclosed in this Response Form. The Offeror must disclose the full nature and extent of any agreements with competitors to the Eligible Customer. If there is nothing to disclose, please insert "Nil".</p> <p>Nil</p>							
Authorisation, Certification and Execution by Offeror	<p>As the authorised officer named below, I certify that in submitting the Offeror's Response on behalf of the Offeror:</p> <p>(a) I have the appropriate authority to authorise the Offeror's Response</p> <p>(b) I have read, understood and complied with the Requirements of the Request for Quote.</p> <p>(c) The enclosed Offeror's Response is a true and accurate account of our offer.</p> <table border="1"> <tr> <td>Name:</td> <td>Martin Cookson</td> </tr> <tr> <td>Signature:</td> <td>not relevant</td> </tr> <tr> <td>Date:</td> <td>5.5.2017</td> </tr> </table>		Name:	Martin Cookson	Signature:	not relevant	Date:	5.5.2017
Name:	Martin Cookson							
Signature:	not relevant							
Date:	5.5.2017							



# Acknowledgment of Obligations Confidentiality, and Conflict of Interest

## For Queensland Government Employees

By this acknowledgement dated the 5<sup>th</sup> July 2017

I Amod Rijal in the position of Principal Engineer ("Employee") acknowledge and agree to the following:

### 1 DEFINITIONS

- 1.1 For the purposes of this acknowledgement and unless the context otherwise requires, the following definitions apply:
- 1.2 "**Confidential Information**" means information of, or supplied by, the department, that:
- (a) is by its nature confidential;
  - (b) is designated as confidential, including information created in the course of providing the Service; or
  - (c) I, as an employee know or ought to know is confidential;
- and includes information:
- (d) comprised in or relating to any Intellectual Property Rights of the department;
  - (e) concerns the internal management and structure, personnel, processes and policies, commercial operations, financial arrangements or affairs of the department;
  - (f) that is of actual or potential commercial value to the department; and
  - (g) relating to the clients or suppliers of the department;
- but does not include information that:
- (h) was already in my possession as an employee and is not subject to an obligation of confidentiality, is lawfully received from a third party or independently developed by me as an Employee; or is public knowledge other than through a breach of an obligation of confidentiality;
- 1.3 "**Conflict of Interest**" means having an interest (whether personal, financial or otherwise) which conflicts or may reasonably be perceived as conflicting with my ability as an employee to perform my public service official duties.
- 1.4 "**Intellectual Property Rights**" includes all copyright, trade mark, design, patents or other proprietary rights, or any rights to registration of such rights existing in Australia, or elsewhere or as protected by legislation from time to time, whether created before, on or after my employment commencement date, but excludes Moral Rights;
- 1.5 "**Moral Rights**" means the right of integrity of authorship, the right of attribution of authorship and the right not to have authorship falsely attributed, more particularly as conferred by the *Copyright Act 1968* (Cth), and rights of a similar nature anywhere in the world whether existing before, on or after my employment commencement date.

## 2 CONFIDENTIALITY

- 2.1 In the course of performing my official duties as a public service officer or employee of the Department of Transport and Main Roads ("the department") I acknowledge that I will be exposed to Confidential Information.
- 2.2 I agree:
- (a) not to disclose the Confidential Information to any person without the consent of the department save and except where I am required, as my public service duties, to share that information with other departmental employees or officers, officers of the State of Queensland and elected members of parliament;
  - (b) that the Confidential Information will only be used for the purposes of me undertaking my public service duties;
  - (c) not to access, use, modify, disclose or retain any Confidential Information of the department, except for the purpose for which the Confidential Information was acquired; and
  - (d) to undertake all reasonable measures to ensure that any Confidential Information is protected against loss, unauthorised access, use, modification or disclosure and against other misuse.
- 2.3 I acknowledge that improper use or disclosure of the Confidential Information could jeopardise or invalidate the procurement process and may severely damage the department's ability to perform its governmental/statutory functions and/or expose the department to liability, loss and damage.
- 2.4 I acknowledge my obligations in relation to the disclosure of confidential information under the *Information Privacy Act 2009* and the Code of Conduct for the Queensland Public Service.
- 2.5 I acknowledge that under the *Crime and Corruption Act 2001*, disclosure of confidential information may be official misconduct and constitute an offence under that Act.

## 3 CONFLICT OF INTEREST

- 3.1 I warrant that, to the best of my knowledge, as at the **05/07/2017**, I do not have or are likely to have, a Conflict of Interest in the performance of my public service duties other than listed below\*.
- 3.2 If a Conflict of Interest or risk of Conflict of Interest arises while performing the Services, I will immediately give Notice of the Conflict of Interest, or the risk of it, to the Director-general or his authorised delegate.
- 3.3 I acknowledge that the following are some examples of situations where a Conflict of Interest can occur;
- (a) where I receive any form of benefit, including a pecuniary interest, sponsored travel, a gift, hospitality from a party that is tendering for the department's work ("Offeror");
  - (b) having a second job that relates to my work at the department;
  - (c) where I have a relationship with or am a family member of an Offeror;
  - (d) owning shares, bonds, debentures in or being a director or partner of an Offeror; or
  - (e) promoting or getting referrals for my business through my contacts with the department and/or the Offeror.



- 3.4 I must take all reasonable measures to ensure that I do not engage in any activity or obtain any interest which is in conflict with my ability to perform the Services for the department in good faith and objectively;
- 3.5 Upon receipt of a notice in accordance with clause 3.2, or upon the department otherwise identifying a Conflict of Interest, the department may:
- (a) direct me as to how to manage the Conflict of Interest and the I will comply with any reasonable direction so given by the chief executive or his authorised delegate; or
  - (b) require me to vary my official duties in order to manage the Conflict of Interest.
- 3.6 I acknowledge my obligations in relation to conflicts of interests under the legislation which governs my employment with the department and the Code of Conduct for the Queensland Public Service.
- 3.7 I declare that as far as I am aware, I DO ☐ or DO NOT ☒ have any conflict of interest to disclose. To the extent that I have a conflict of interest to disclose, I provide the details below\*.

\* provide details below. Failure to complete this part of the Form means that I have no conflicts of interest.  
Note: Additional pages may be attached if necessary. Ensure each page is signed and witnessed.

## 4 ETHICAL OBLIGATIONS

- 4.1 I acknowledge my obligations under the *Public Service Act 1999*, the *Public Sector Ethics Act 1994*, and the Code of Conduct for the Queensland Public Service.

### DETAILS OF CONFLICT OF INTEREST (clauses 3.2 and 3.7)

Name of Employee:	Amod Rijal	
Position:	Principal Engineer	
Branch:	Program Delivery & Operations – Far North District, Cairns Office	
Procurement process:	Goods & Services - Sole Invitee	
Signature:	<div>not relevant</div>	Date: 10/7/17

# Invitation Documentation Endorsement CN-3149

## Section 1 – Invitation Information

<b>Invitation name:</b>	2017/18 weed management at various locations on state controlled roads in Cook Shire Area.	
<b>Invitation number:</b>	CN-3149	
<b>Procurement option selected:</b>	<input checked="" type="checkbox"/> Lite <input type="checkbox"/> Standard <input type="checkbox"/> Combination <input type="checkbox"/> ICT only - Combination using a GITC Customer Contract	
<b>Justification of Lite procurement option:</b>	<input checked="" type="checkbox"/> Consistent or routine requirements <input checked="" type="checkbox"/> Known or established specifications <input checked="" type="checkbox"/> Known & predictable spend and demand <input checked="" type="checkbox"/> Known and reliable supply market <input checked="" type="checkbox"/> Tested in the last six months <input checked="" type="checkbox"/> Simple supply chain <input checked="" type="checkbox"/> Assurance of supply <input checked="" type="checkbox"/> Minimal requirement for specialist advice <input checked="" type="checkbox"/> Short Form Conditions of Contract are sufficient	<b>ICT specific</b> <input type="checkbox"/> Does not exceed level 1 QGCIO investment review requirements <input type="checkbox"/> A standard GITC customer contract is not required  <b>Capital Works specific</b> <input type="checkbox"/> Small Scale Minor Works <input type="checkbox"/> Minor Works <input type="checkbox"/> Minor Works with Design
<b>Brief Summary of Procurement Option:</b>	Contract CN-3149 was classified as Lite Procurement as: <ul style="list-style-type: none"> <li>- Is estimated at \$70,000 excluding the Express category</li> <li>- Meets the Lite Procurement Characteristics as shown above</li> <li>- Short Form Conditions of Contract are sufficient</li> </ul>	
<b>Contact risk classification selected:</b>	<input checked="" type="checkbox"/> Routine <input type="checkbox"/> Leveraged <input type="checkbox"/> Focussed <input type="checkbox"/> Strategic	
<b>Contract Risk Classification justification:</b>	Contract CN-3149 is classified as Routine risk as it is: <b>Routine:</b> <ul style="list-style-type: none"> <li>- Short term or immediate</li> <li>- Transactional in nature</li> <li>- Performance monitoring and relationship management would provide limited benefit</li> <li>- Failure of supply would have minimal to no impact on business operations</li> <li>- Supplier could be readily replaced in case of supply failure, with lots of suppliers in the market</li> <li>- No ongoing management of the contract is required</li> <li>- No dedicated contract manager required</li> </ul>	



<b>Sole Invitation justification:</b>	Cook Shire Council are the TMR RMPC road steward for the state controlled roads within the Cook Shire Area. Council have extensive knowledge of the local weed problems within the area. Council can provide significant cost savings to the Department by performing the weed control treatments locally.	
<b>Indicative Financial Endorsement received or equivalent:</b>	\$77,000 (incl GST)	
<b>Proposed date to be issued to Offeror/s:</b>	Monday 17 <sup>th</sup> April 2017	
<b>Offeror/s selected to invite:</b>	Cook Shire Council	
<b>Invitation type:</b>	Request for Quote	
<b>Invitation method:</b>	Email	
<b>Evaluation</b>		
<b>Non-conforming Offers:</b>	If offer/s are deemed non-conforming, further clarification will be sought.	
<b>Evaluation Approach – non price:</b>	N/A	
<b>Evaluation Approach price:</b>	Offer will be evaluated off price and compared with estimate to ensure Department receives fair price.	
<b>Evaluation Criteria and weightings:</b>	<b>Evaluation Criteria</b>	<b>Percentage</b>
	Price	100%

<b>Identified Contract Manager</b>	Amod Rijal Principal Engineer Program Delivery & Operations – North QLD District, Far North Region
<b>Additional comments:</b>	
<b>Requesting Officer:</b>	Amod Rijal
<b>Position Title:</b>	Principal Engineer
<b>Contact number:</b>	(07) 4045 7230

## Section 2 – Content Owner Certification

As a Content Owner with the relevant technical knowledge, I certify that:

- the procurement option and supply market selected is appropriate to generate competitive tension in the process
- the Invitation documentation accurately defines departmental requirements effectively
- the specification is correct, includes all relevant industry standards and/or requirements and will be understood by the supply market
- the Invitation will provide value for money for the department.

I am aware of my responsibilities under the probity and accountability provisions of the Queensland Procurement Policy and I acknowledge that I am accountable for this decision.

<b>Invitation name:</b>	2017 – 2018 Weed Management in Cook Shire Area
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<b>Invitation number:</b>	CN-3149	
<b>Name:</b>	Amod Rijal	
<b>Position Title:</b>	Principal Engineer	
<b>Branch:</b>	Program Delivery & Operations – North QLD District, Far North Region	
<b>Additional Comments:</b>		
<b>Signature:</b>	<div style="border: 1px solid black; padding: 2px; display: inline-block;">not relevant</div>	Date: 5/4/17

### Section 3 – Procurement Delegate Endorsement

As a Procurement Delegate with the appropriate level of delegation, I am satisfied that:

- the procurement option selected is appropriate and sufficient justification has been provided
- the Invitation documentation meets the requirements of the departmental procurement standards
- the evaluation criteria and Conditions of Contract are appropriate for this procurement
- the Invitation method selected is appropriate
- the supplier market selected to invite is appropriate
- the Invitation will provide value for money for the department.

I am aware of my responsibilities under the probity and accountability provisions of the Queensland Procurement Policy and I acknowledge that I am accountable for this decision.

<b>Invitation name:</b>	2017 – 2018 Weed Management in Cook Shire Area	
<b>Invitation number:</b>	CN-3149	
<b>Name:</b>	Anne McCorry	
<b>Position Title:</b>	Senior Program Support Officer	
<b>Branch:</b>	Program Delivery & Operations – North QLD District, Far North Region	
<b>Procurement Delegation:</b>	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input checked="" type="checkbox"/> 5	
<b>Additional Comments:</b>		
<b>Signature:</b>	<div style="border: 1px solid black; padding: 2px; display: inline-block;">not relevant</div>	Date: 6/4/17

### Section 4 – Sole Invitation endorsement and approval (for Lite and Combination procurement process only)

#### • Endorsement - Sole Invitation only - Procurement Delegate



**Only a level 5 Procurement Delegate can endorse a Sole Invitation.**

As a Procurement Delegate, I endorse that:		
<ul style="list-style-type: none"> <li>there is a genuine justifiable need for a Sole Invitation to be used (only one supplier, urgency, security, confidentiality and/or sensitivity)</li> <li>for procurements over \$551,000 for general goods and/or services or \$7,769,000 for construction International Trade Obligations do not apply</li> <li>clear justification for the Sole Invitation</li> <li>the Sole Invitation strategy will deliver value for money to the department.</li> </ul>		
I am aware of my responsibilities under the probity and accountability provisions of the Queensland Procurement Policy and I acknowledge that I am accountable for this decision.		
Invitation name:	2017 – 2018 Weed Management in Cook Shire Area	
Invitation number:	CN-3149	
Name:	Anne McCorry	
Position Title:	Senior Program Support Officer	
Branch:	Program Delivery & Operations – North QLD District, Far North Region	
Procurement Delegation:	<input checked="" type="checkbox"/> 5	
Additional Comments:		
Signature:	not relevant	Date: 6/4/17

**Approval – Sole Invitation only****General Manager (or equivalent), Regional Director, District Director or Executive Director (RoadTek only)**

As a General Manager/Regional Director or equivalent, I am satisfied that:		
<ul style="list-style-type: none"> <li>there is a genuine justifiable need for a Sole Invitation to be used (only one supplier, urgency, security, confidentiality and/or sensitivity)</li> <li>clear justification for the Sole Invitation</li> <li>all conflict of interest declarations have been recorded in the Acknowledgment of Obligations Confidentiality, and Conflict of Interest Deed and <b>DO NOT</b> impair my decision</li> <li>the Sole Invitation strategy will deliver value for money to the department.</li> </ul>		
I am aware of my responsibilities under the probity and accountability provisions of the Queensland Procurement Policy and I acknowledge that I am accountable for this decision.		
Invitation name:	2017 – 2018 Weed Management in Cook Shire Area	
Invitation number:	CN-3149	
Name:	Darryl Jones	
Position Title:	A/District Director	
Branch:	Program Delivery & Operations – North QLD District, Far North Region	
Additional Comments:		
Signature	not relevant	Date: 6/4/17

## Indicative Financial Endorsement – Initial

<b>Date:</b>	21/03/2017
<b>Requesting Officer Name:</b>	Amod Rijal
<b>Position Title:</b>	Principal Engineer
<b>Division and Branch:</b>	Program Delivery & Operations – North QLD Region, Far North District
<b>Phone number</b>	(07) 4045 7230
<b>Purchase value: (incl GST)</b>	\$70,000
<b>Cost Object:</b>	D03/D001/429
<b>Funding source:</b>	Operational Expenditure <input checked="" type="checkbox"/> Capital Expenditure <input type="checkbox"/> Combination <input type="checkbox"/>

### Section 1 - Procurement/Purchase Requirement

Contract is for management of weeds in Far North District along the state controlled road corridor during the 2017 – 2018 year.

Due to the location and easy and quick accessibility to sites, local government are to be engaged through a sole invitation process.

Environmental officers of local council possess first-hand knowledge about local weeds which can be tackled in cost effective manner. Engaging local councils for this nature of works are not only cost effecting but also creates local employment.

### Section 2 - Financial Delegate Endorsement

*(Note: The Financial Delegate must have budgetary control, as per the Financial Delegations Manual)*

As a Financial Delegate with the appropriate level of delegation, I am satisfied that this request:	
<ul style="list-style-type: none"> <li>• meets departmental requirements</li> <li>• justifies why this procurement activity is required and</li> <li>• budget is available for this purchase.</li> </ul>	
<b>Financial Delegate Name:</b>	Richard Evans
<b>Position Title:</b>	A/Manager Project Planning & Corridor Management
<b>Branch:</b>	Program Delivery & Operations – North QLD Region, Far North District
<b>Financial Band:</b>	BoM <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/>
<b>Budget period for expenditure:</b>	1 July 2017 to 30 June 2018 (2017/18 financial year)
<b>Signature:</b>	<div style="display: flex; align-items: center;"> <div style="border: 1px solid black; padding: 5px; margin-right: 20px;">not relevant</div> <div style="text-align: right;"> <b>Date</b> 22/3/17         </div> </div>



# APPROVAL CONTROL SHEET

## (FAR NORTH DISTRICT)

RFQ Sent 11/4/17

<b>DMS Reference</b>	Container # 150/00116		
<b>Request for Approval – Invitation Documentation Endorsement (Sole Justification)</b> CN-3149 Project 13039 (previously D03/D001/429) 2017 – 2018 Weed Management – Cook Shire Council			
<b>INFORMATION</b> <p>This request is for Approval for contract CN-3149 for the 2017 – 2018 Weed Management on State Rolled Roads in the Cook Shire Area.</p> <p>Contract will be offered to Cook Shire Council as:</p> <ul style="list-style-type: none"> <li>- Cook Shire Council are the TMR RMPC road steward for the state controlled roads within the Cook Shire Area.</li> <li>- Council have extensive knowledge of the local weed problems within the area.</li> <li>- Council can provide significant cost savings to the Department by performing the weed control treatments locally.</li> </ul> <p>Contract value        \$77,000 (inc GST)</p>			
<b>1. CONTENT OWNER/PROJECT MANAGER (Blue Stickers)</b>		<b>SIGNATURE/DATE</b>	
Amod Rijal, Principal Engineer		<div style="border: 1px solid black; padding: 2px; display: inline-block;">not relevant</div> 5/4/17	
<b>2. REVIEWER – PROCUREMENT DELEGATE (Red Stickers)</b>		<b>SIGNATURE/DATE</b>	
Anne McCorry, Senior Program Support Officer		<div style="border: 1px solid black; padding: 2px; display: inline-block;">not relevant</div> 5/4/17	
<b>Comments</b>			
<b>3. ENDORSER – PROGRAM MANAGER (Purple Flags)</b>		<b>SIGNATURE/DATE</b>	
David J Harding-Smith, Program Manager (MP&E)		<div style="border: 1px solid black; padding: 2px; display: inline-block;">not relevant</div> 5/4/17	

4. DLT/PROGRAM MANAGER ENDORSEMENT/APPROVAL (Yellow Stickers)	SIGNATURE/DATE
<del>Richard Evans, A/Manager Project Planning &amp; Corridor Management</del> <i>Samit Khedka (DDO)</i>	<div data-bbox="1102 219 1334 277" data-label="Text">not relevant</div> <i>06/04/17</i>
Comments	
1. FINAL APPROVER (Green Stickers)	SIGNATURE/DATE
District Director (Far North)	<div data-bbox="1086 692 1238 750" data-label="Text">not relevant</div> <i>6/4/17</i>
Comments	

Please return the document to Procurement Team, Floor 4





## Procurement Request

### New Contract

Contract Description: Provide weed management in various locations along state controlled roads within Cook Shire Council

Chainages: Various on State Controlled Roads

All Project Number/s OR Cost Centre: D03/D001/429 - 13039

Est Contract Value (ex GST) \$ 70,000

Risk Level Low

Opening Type Private

Tender Process Sole - One Supplier

Selection to be based on Qualifications of Contractor

☐ Standing Offer Arrangement

SOA Number:

If Sole Invitee provide Company Name:

Cook Shire Council

Tender Closing Details

Date 12/05/2017

Time 3:00pm

Openings between 9am & 5pm Weekdays

### Contract Type

☒ Infrastructure Works (FRND)

(Road Construction Related)

Contract Type

☐ Goods & Services (GSN)

Contract Type

☐ Engineering Consultants Scheme (ECS)

Contract Type

### Goods & Services Characteristics

(Select One)

☐ Express (Goods & Services)

- o One-off purchase
- o Must be \$25,000 or under (GST inclusive)

☒ Lite (Goods & Services)

- Goods and Services
- o Consistent or routine requirements
  - o Known or established specifications
  - o Known and predictable spend and demand

- Supply Market
- o Known and reliable supply market
  - o Tested in last six months
  - o Simple supply chain
  - o Assurance of supply

- Contractual Requirements
- o Minimal requirement for specialist advice
  - o Short Form Conditions of Contract are sufficient

### Authority to Proceed

Contract Manager Name

Amod Rijal

Signature

not relevant

Program Manager Name

Richard Evans

Signature

not relevant

Print out this form, get the Program Manager to sign & then submit hard copy signed form to the Procurement Team.

### Procurement Team Use Only

Date Received 27-3-17

Date Actioned 29-3-17

Contract No CN-3149

# SHORT FORM - CONDITIONS OF CONTRACT

For the provision of Goods and/or Services

Version 004 –dated 1 July 2012

Released under RTI - DTIR

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**Introduction**

*The Department of Housing and Public Works maintains and publishes the Queensland Government terms and conditions ensuring that any new legal and legislative requirements are incorporated. The terms and conditions are reviewed annually to ensure that the conditions adequately address specific and emerging procurement practices and trends.*

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*Queensland Government Chief Procurement Officer  
Queensland Government Chief Procurement Office  
Department of Housing and Public Works  
GPO Box 123  
Brisbane Qld 4001*

*Further information may be obtained from the Queensland Government Chief Procurement Office at: [www.hpw.qld.gov.au](http://www.hpw.qld.gov.au) under 'Government terms and conditions/Supply and disposal/Government procurement'*

## 1. DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

In the Contract, unless the context otherwise requires, the following definitions will apply:

**"Approved Expenses"** means the Contractor's expenses (if any) which have been approved by the Customer prior to any expenditure being incurred;

**"Confidential Information"** means information of, or supplied by, the Customer, that:

- (a) is by its nature confidential;
  - (b) is designated by the Customer as confidential; or
  - (c) the Contractor knows or ought to know is confidential;
- and includes information:
- (d) comprised in or relating to any Intellectual Property Rights of the Customer;
  - (e) concerning the internal management and structure, personnel, processes and policies, commercial operations, financial arrangements or affairs of the Customer;
  - (f) that is of actual or potential commercial value to the Customer; and
  - (g) relating to the clients or suppliers of the Customer;
- but does not include information that:
- (h) was already in the possession of the Contractor and not subject to an obligation of confidentiality, is lawfully received from a third party or independently developed by the Contractor or is public knowledge other than through a breach of an obligation of confidentiality;

**"Conflict of Interest"** means having an interest (whether personal, financial or otherwise) which conflicts or may reasonably be perceived as conflicting with the ability of the Contractor to perform its obligations under the Contract fairly and objectively;

**"Contract"** means the legally binding contract between the Customer and the Contractor constituted by the Documents specified in clause 2.1;

**"Contract Material"** means any material that is created, written or otherwise brought into existence by or on behalf of the Contractor in the course of performing or carrying out the Contract;

**"Contractor"** means the entity specified in the Contract from whom the Goods and/or Services are being procured;

**"Correctly Rendered Invoice"** means an invoice:

- (a) in which the amount claimed is due for payment in accordance with the Contract;
- (b) in which the amount claimed is correctly calculated in accordance with the Contract;
- (c) which correctly identifies the Goods and/or Services supplied; and
- (d) which, if GST is applicable is a valid tax invoice under the GST Legislation;

**"Customer"** means the State of Queensland or other entity specified in the Contract, who is procuring the Goods and/or Services;

**"Document"** includes:

- (a) any paper or other material on which there is writing;
- (b) any paper or other material on which there are marks, figures, symbols or perforations having a meaning for persons qualified to interpret them;
- (c) any articles or material from which sounds, images or writings are capable of being reproduced with or without the aid of any other articles or device; or
- (d) a document in electronic form;

**"Goods"** means the material, plant, item or equipment specified in the Order (if applicable);

**"GST"** means a goods and services tax imposed by or through the GST Legislation;

**"GST Amount"** means the amount of GST payable in respect of any taxable supply under the Contract, calculated at the rate of GST applicable at the time;

**"GST Legislation"** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any related tax imposition law (whether imposing tax as a duty of customs excise or otherwise) and includes any legislation which is enacted to validate, recapture or recoup the tax imposed by any of such laws;

**"Intellectual Property Rights"** includes all copyright, trade mark, design, patents or other proprietary rights, or any rights to registration of such rights existing in Australia, or elsewhere or as protected by legislation from time to time, whether created before, on or after the commencement date of the Contract, but excludes Moral Rights;

**"Moral Rights"** means the right of integrity of authorship, the right of attribution of authorship and the right not to have authorship falsely attributed, more particularly as conferred by the *Copyright Act 1968* (Cth), and rights of a similar nature anywhere in the world whether existing before, on or after the commencement date of the Contract;

**"Notice"** means a notice in writing which may be given by personal delivery, pre-paid postage or facsimile to the Party's business address or registered office or, except for a notice under clause 15, given by email to a Party's nominated email address;

**"Order"** means an order or any other Document acceptable to the Customer, used to authorise the purchase of the Goods and/or Services by the Customer;

**"Party"** means each of the Customer and the Contractor;

**"Personal Information"** is information or an opinion, including information or an opinion forming part of a database, whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion;

**"Price"** and **"Pricing"** means the itemised prices and/or the price calculated by reference to a schedule of rates payable by the Customer for the Goods and/or Services and is inclusive of packaging, handling, freight, GST, and all other duties, taxes and charges;

**"Records"** means all material including but not limited to books, Documents, information, computer software, equipment, and data stored by any means disclosed, or made available, by the Customer to the Contractor in connection with the performance of the Contract and includes a copy of such material;

**"Services"** means any services specified in the Order (if applicable);

**"Short Form – Conditions of Contract"** means these terms and conditions of Contract.

## 1.2 Interpretation

The following rules apply in interpreting these Short Form - Conditions of Contract, unless the context otherwise requires:

- (a) words importing a gender include the other gender;
- (b) words in the singular include the plural and vice versa;
- (c) all dollar amounts refer to Australian currency;
- (d) a reference to any legislation includes any subordinate legislation made under it and any legislation amending, consolidating or replacing it;
- (e) a reference to an entity, person includes an individual, corporation, partnership or other legal entity;
- (f) a party includes its executors, administrators, successors and permitted assigns;
- (g) "consent" means prior written consent;
- (h) "in writing" means either by letter, email or facsimile;
- (i) a reference to a clause, attachment or annexure is a reference to a clause, attachment or annexure to these Short Form - Conditions of Contract;
- (j) if a day on which an act is to be done is a Saturday, Sunday or public holiday in the place where the act is to be done, the act may be done on the next business day in that place, unless the Parties agree otherwise;
- (k) if any expression is defined, other grammatical forms of that expression will have corresponding meanings, unless the context otherwise requires;
- (l) a reference to a clause is a reference to all of its sub-clauses; and
- (m) a document or agreement or a provision of a document or agreement, is a reference to that document, agreement or provision as amended, supplemented, replaced or novated.

## 2. FORMATION OF CONTRACT

### 2.1 The following Documents will constitute the entire Contract between the Customer and the Contractor:

- (a) the Order;
- (b) these Short Form - Conditions of Contract;
- (c) the Contractor's offer (to the extent accepted under the Order); and
- (d) any other Document, in whole or part, forming part of the Contract, as agreed in writing between the Customer and Contractor.



- 2.2 In the event of any conflict between the Documents specified in clause 2.1, the order of precedence to resolve the conflict will be in the above order.
- 2.3 The Contract supersedes all prior representations, agreements, statements and understandings between the Customer and Contractor, whether oral or in writing relating to the subject matter of the Contract.
- 3. PROVISION OF GOODS AND/OR SERVICES**
- 3.1 The Contractor agrees to supply the Goods and/or perform the Services at or by the time specified in the Order, and if not specified, within a reasonable time having regard to normal commercial practice.
- 3.2 All Goods and/or Services provided by the Contractor to the Customer in accordance with the Contract, unless otherwise specified by the Customer, must comply in all aspects with:
- (a) the terms of the Contract;
  - (b) applicable legislative requirements; and
  - (c) any applicable Government code, policy or guideline; and any current Australian/New Zealand Standard and where an Australian/New Zealand Standard does not exist, the relevant current International Standard (ISO), including any that may be introduced or varied during the Contract, which govern the provision of the Goods and/or Services.
- 3.3 All Goods supplied by the Contractor to the Customer must be in a new and unused condition, of recent origin, unless otherwise specified in the Order.
- 3.4 Risk and title in the Goods (free of all encumbrances and interests) will pass to the Customer upon delivery.
- 3.5 The Contractor must ensure that all Goods and/or Services are of a high quality, professional standard and are fit for purpose.
- 3.6 Without limiting the Contractor's obligations, the Contractor must ensure that any manufacturer's or supplier's warranty that applies to the Goods will be transferred to the Customer, at no cost to the Customer.
- 3.7 The Contractor will be responsible for the supply and/or performance of all personnel and/or equipment, necessary for the proper supply of the Goods and/or performance of the Services.
- 3.8 When supplying the Goods and/or performing the Services, the Contractor must take all measures to protect people and property; avoid unnecessary interference with the passage of people and vehicles; and prevent nuisance and unreasonable noise and disturbance.
- 3.9 The Contractor must comply with any reporting requirements reasonably requested by the Customer during the Contract.
- 4. PRICE AND PAYMENT**
- 4.1 If the Goods and/or Services are provided in accordance with the Contract, the Customer will:
- (a) upon receipt of a Correctly Rendered Invoice, pay the Contractor the Price; and
  - (b) reimburse the Contractor for the Approved Expenses, after the Approved Expenses have been incurred by the Contractor.
- 4.2 The Customer will not be liable to reimburse the Contractor for expenses other than the Approved Expenses, unless the Contractor has obtained the Customer's consent.
- 4.3 Despite clause 4.1, the Customer is not obliged to pay the Contractor for any part of the Goods and/or Services until the:
- (a) Contractor has delivered to the Customer any Goods and/or Services that are due to be delivered; and
  - (b) Customer has certified that the Goods and/or Services specified in the Correctly Rendered Invoice have been supplied and/or performed in accordance with the Contract.
- 4.4 Despite any previous certification in accordance with clause 4.3(b), the Contractor must promptly supply or supply again, any part of the Goods and/or promptly perform or perform again, any part of the Services, certified by the Customer as not having been supplied and/or performed in accordance with the Contract. The Customer may, without limiting any other rights it may have, defer payment for that part of the Goods and/or Services until the Customer is satisfied that the Goods and/or Services have been supplied or supplied again and/or performed or performed again, in accordance with the Contract.
- 4.5 Upon receipt of a Correctly Rendered Invoice, the Customer may require the Contractor to provide additional information or documentary evidence to enable the Customer to determine whether or not an amount is payable.
- 4.6 Unless otherwise agreed between the Customer and the Contractor, the Customer will make payment within 30 days after the Contractor has submitted to the Customer a Correctly Rendered Invoice. If additional information or evidence, required by the Customer in accordance with clause 4.5, is accepted by the Customer, payment will be made, 30 days after receipt of the additional information or evidence.
- 4.7 The Customer may pay a Correctly Rendered Invoice by either corporate credit card, of a type accepted by the Contractor, or by an electronic facility.
- 4.8 The Contractor must not charge, or pass on to, the Customer any fees, costs or charges associated with the use of the corporate credit card or electronic facility.
- 5. GST**
- 5.1 The Price is inclusive of GST and:
- (a) the Customer is not required to pay a GST Amount in addition to the Price; and
  - (b) the Contractor must remit the GST Amount to the Commissioner of Taxation in accordance with the GST Legislation.

- 5.2 Where the amount of GST collected by the Contractor under the Contract differs, for any reason, from the amount of GST paid or payable by the Contractor to the Commissioner of Taxation, including but not limited to:
- (a) an amendment to the GST Legislation;
  - (b) the issue of a ruling or advice by the Commissioner of Taxation;
  - (c) a refund of GST to the Contractor in respect of any supply made under the Contract; or
  - (d) a decision of any tribunal or court;
- then the Contractor must issue an appropriate GST adjustment note and the difference must be paid by or to the Customer as the case may be.
- 6. CONFLICT OF INTEREST**
- 6.1 The Contractor warrants that, to the best of its knowledge, as at the commencement date of the Contract neither the Contractor nor any of its officers, employees, agents or sub-contractors have, or are likely to have a Conflict of Interest in the performance of the Contractor's obligations under the Contract.
- 6.2 If a Conflict of Interest or risk of Conflict of Interest arises during the term of the Contract (without limitation, including work undertaken by the Contractor for any entity other than the Customer), the Contractor must immediately give Notice of the Conflict of Interest, or the risk of it, to the Customer.
- 7. INTELLECTUAL PROPERTY RIGHTS AND MORAL RIGHTS**
- 7.1 Title to, and Intellectual Property Rights in, all Contract Material will, upon its creation, vest in the Customer, unless otherwise specified in the Order.
- 7.2 If the Contractor is an individual, the individual consents to any act or omission done by the Customer in the exercise of the Intellectual Property Rights in the Contract Material granted under the Contract that might otherwise constitute an infringement of the individual's Moral Rights.
- 7.3 If the Contractor engages an individual, whether an employee, sub-contractor or volunteer, to perform work under the Contract, the Contractor must, prior to allowing that individual to commence work in respect of the Goods and/or Services, obtain from that individual who is to create Contract Material:
- (a) all consents, permissions and assignments necessary to enable the Customer to exercise the Intellectual Property Rights granted under the Contract in full, without impediment or cost to the Customer; and
  - (b) without limiting clause 7.3(a), a consent from the individual to any act or omission by the Customer in the exercise of the Intellectual Property Rights in the Contract Material granted under the Contract that might otherwise constitute an infringement of the person's Moral Rights.
- 8. CONFIDENTIALITY AND PERSONAL INFORMATION**
- 8.1 The Contractor must not, and must ensure that its officers, employees, agents and sub-contractors do not, use or disclose Confidential Information to any person for any purpose other than to provide the Goods and/or Services, in accordance with the Contract.
- 8.2 If the Contractor collects or has access to Personal Information in order to provide the Goods and/or Services, the Contractor must:
- (a) if the Customer is an "agency", other than the "health department", within the meaning of the *Information Privacy Act 2009* (Qld), comply with Parts 1 and 3 of Chapter 2 of that Act in relation to the discharge of its obligations under the Contract as if the Contractor was the Customer; and
  - (b) if the Customer is the "health department" within the meaning of the *Information Privacy Act 2009* (Qld), comply with Parts 2 and 3 of Chapter 2 of that Act in relation to the discharge of its obligations under the Contract, as if the Contractor was the Customer.
- 8.3 The Contractor must return all Records to the Customer upon completion or termination of the Contract.
- 9. SECURITY AND ACCESS**
- 9.1 The Contractor must, and must ensure that its officers, employees, agents and/or sub-contractors, when entering upon the Customer's premises, dealing with the Customer's employees or members of the public, or using the Customer's facilities, equipment or resources, comply with all applicable rules, policies, standards, codes of conduct, directions and procedures of the Customer, including those relating to security, workplace health and safety and appropriate use of information and communication technology in a like manner as if they were employees of the Customer.
- 10. LIABILITY**
- 10.1 The liability of a Party under the Contract to the other Party for loss or damage sustained, will be reduced proportionately to the extent that the loss or damage was caused or contributed to by the other Party's negligence, unlawful act or omission and/or failure to comply with its obligations and responsibilities under and/or in connection with the Contract or otherwise at law.
- 10.2 The liability of a Party arising under and/or in connection with the Contract, will exclude any liability for loss of profit, revenue, goodwill or business opportunities, damage to reputation and any indirect or consequential loss.
- 10.3 The liability of a Party arising under and/or in connection with the Contract, will, except in relation to liability:
- (a) for personal injury (including sickness, injury, death);
  - (b) for loss of, or damage to, tangible property;
  - (c) a breach of the Intellectual Property Rights and Moral Rights in accordance with clause 7; or



(d) under an indemnity provided by the Contractor in accordance with clause 11, be limited to three (3) times the Contract Price.

10.4 Each Party must use all reasonable endeavours to mitigate its loss, damage and any expenses arising under and/or in connection with a breach of the Contract, or in tort, or for any other common law or legislative cause of action arising under and/or in connection with the Contract.

10.5 Despite any other provision of the Contract, but subject to compliance with clause 12.5, the Contractor's liability under the Contract (including but not limited to any liability under this clause 10 and liability to indemnify in accordance with clause 11) is limited to the extent necessary to comply with a scheme that is in force and applies to the Contractor under the *Professional Standards Act 2001* (Qld).

## 11. INDEMNITY

11.1 In this clause 11:

"claim" includes any claim, action, proceeding, demand, liability, obligation, costs (including legal costs), losses, damages and expenses, including those arising out of the terms of any settlement.

11.2 The Contractor releases, discharges and indemnifies the Customer and each of its officers and employees ("the Indemnified Persons") from and against any claim which may be brought against or made upon or incurred by any of them in connection with any:

- (a) negligent or unlawful act or omission of the Contractor, its officers, employees, agents or sub-contractors;
- (b) breach of the Contract by the Contractor;
- (c) contravention of any legislative requirements by the Contractor, its officers, employees, agents or sub-contractors; or
- (d) infringement by the Contractor, its officers, employees, agents or sub-contractors of the Intellectual Property Rights or Moral Rights of any third party,

except to the extent the claim is due to the negligent or unlawful act or omission of the Indemnified Persons.

## 12. INSURANCE

12.1 The Contractor warrants that it will hold and maintain for the duration of the Contract the following insurances to cover its obligations under the Contract:

- (a) Workers' Compensation insurance in accordance with the *Workers' Compensation and Rehabilitation Act 2003* (Qld);
- (b) Public Liability insurance for a minimum amount of \$10 million in respect of each claim unless otherwise specified in the Order; and
- (c) any other insurances as specified in the Order.

12.2 The insurances must be effected with an insurer that is authorised and licensed to operate in Australia.

12.3 The Contractor must, if requested by the Customer, promptly provide a certificate of currency for each insurance policy.

12.4 The Contractor warrants if it is a participating member of a scheme approved under the *Professional Standards Act 2004* (Qld) that it will hold and maintain the minimum level of insurance applicable to the scheme.

12.5 If the Contractor is a member of a scheme approved under the *Professional Standards Act 2004* (Qld), the Contractor must provide a copy of the applicable scheme to the Customer, prior to the commencement of the Contract.

## 13. LICENSING REQUIREMENTS

13.1 The Contractor warrants that it will hold and maintain all requisite licenses, permits, permissions and/or authorities necessary for the provision of the Goods and/or Services.

13.2 The Contractor must, if requested by the Customer, provide evidence of compliance with its obligations under this clause, to the satisfaction of the Customer.

## 14. VARIATION

14.1 The Contract may only be varied by written agreement between the Customer and Contractor. The Customer and Contractor must act reasonably in deciding whether to agree to a variation, as requested by the other Party.

## 15. BREACH AND TERMINATION

15.1 The Customer may terminate the Contract, in whole or in part, for convenience by giving 30 days prior Notice or such other reasonable period determined by Customer, to the Contractor.

15.2 If the Contract is terminated in accordance with clause 15.1:

- (a) the Contractor must, following receipt of that Notice from the Customer, immediately take all steps necessary to minimise the loss suffered by the Contractor as a result of the termination, including taking all reasonable steps to prevent or minimise its liabilities to its contractors and/or sub-contractors;
- (b) subject to clause 15.2 (c), the Customer must pay to the Contractor the fees and expenses reasonably incurred by the Contractor in carrying out the Contract to the date of termination together with any costs and expenses reasonably incurred by the Contractor by reason of termination; and
- (c) the Customer will not be liable for payment to the Contractor for any compensation relating to loss of profit, revenue, goodwill or business opportunities, damage to reputation or indirect or consequential loss or any other reason in relation to termination nor will the Customer be liable for payment to the Contractor for any amount greater than the amount that the Customer would have paid to the Contractor had the Contract been completely performed.

- 15.3 Without limiting clause 15.5, where the Contractor commits any breach of the Contract, the Customer may by Notice, require the Contractor to show cause by the date specified in the Notice, why the Customer should not terminate the Contract.
- 15.4 If the Contractor fails to show reasonable cause by the date specified in the Notice, then the Customer is entitled, upon Notice to the Contractor, to terminate the Contract.
- 15.5 The Customer may immediately terminate the Contract by Notice to the Contractor if:
- the Contractor gives Notice in accordance with clause 6.2 or the Customer otherwise identifies a Conflict of Interest;
  - the Customer is satisfied that the Contractor has breached any part of clause 8.1 or 8.2;
  - the Contractor breaches any part of clause 12 or 13;
  - the Customer is satisfied that the Contractor has breached any part of clause 16.1;
  - the Contractor:
    - becomes insolvent or bankrupt or being a company goes into liquidation or has instituted against it any action or proceeding which has an object or may result in bankruptcy or liquidation;
    - has a receiver or a receiver and manager appointed or a mortgagee goes into possession of any of its assets or becomes subject to any form of external administration;
    - enters into an arrangement with its creditors or otherwise takes advantage of any laws in force in connection with insolvent debtors; or
    - is wound up, voluntarily or involuntarily; or
  - the Contractor indicates that it is unable or unwilling to complete the Contract.
- 15.6 If the Customer terminates the Contract in accordance with clause 15.4 or 15.5, the termination is without prejudice to any rights of the Customer under the Contract or at common law, including the right to claim damages for breach of the Contract.
- 16. GENERAL PROVISIONS**
- 16.1 COMMISSIONS, INCENTIVES AND COLLUSION**
- Commissions and Incentives**
- 16.1.1 The Contractor must not, and must ensure that its officers, employees, agents and/or sub-contractors do not, give or offer anything to the Customer or any officer or employee of the Customer, or to a parent, spouse, child or associate of an officer or employee of the Customer, including any commission, inducement, gift or reward, which could in any way tend or be perceived as attempting to influence the Customer's actions in relation to the Contract.
- 16.1.2 If the Customer discovers at any time during the contract term that the Contractor has breached clause 16.1.1, the Customer may, in addition to any other action, elect to terminate the Contract in accordance with clause 15.5(d).
- Collusion**
- 16.1.3 The Contractor warrants to the Customer that its offer was not prepared (and any variations to the Contract will not be prepared) with any consultation, communication, contract, arrangement or understanding with any competitor (including a contractor under a similar contract).
- 16.1.4 The Contractor acknowledges that the Customer has entered into the Contract in reliance of the warranties in clause 16.1.3.
- 16.1.5 If the Contractor breaches clause 16.1.3, without limiting its rights under the Contract, the Customer may:
- deduct from any moneys due to the Contractor under the Contract, an equivalent sum as an amount due from the Contractor to the Customer; and
  - at its discretion terminate the Contract and claim damages for breach of the Contract.
- 16.2 Relationship of the Parties**
- 16.2.1 The relationship of the Parties under the Contract is one of principal and contractor and the Contractor is not by virtue of the Contract in partnership or joint venture with the Customer and must not represent itself or allow itself to be represented as a partner or joint venturer, officer or employee of the Customer.
- 16.3 No Advertising**
- 16.3.1 The Contractor must not, and must ensure that its officers, employees, agents and sub-contractors do not make any public announcement or advertisement in any medium in relation to the Contract without the consent of the Customer.
- 16.4 Waiver**
- 16.4.1 Any failure by a Party at any time to enforce a clause of the Contract, or any forbearance, delay or indulgence granted by a Party to the other will not constitute a waiver of the Party's rights.
- 16.4.2 No provision of the Contract will be deemed to be waived unless that waiver is in writing and signed by the waiving Party.
- 16.4.3 A waiver by a Party of a breach of any part of the Contract will not be a waiver of any subsequent breach of the same part nor a waiver of a breach of any other part.
- 16.5 No Assignment or Sub-contracting**
- 16.5.1 The Contractor must not assign, in whole or in part, its obligations or interest in the Contract or sub-contract the provision of any Goods and/or Services pursuant to the Contract, without the consent of the Customer.

**16.6 Governing Law**

- 16.6.1 This Contract is governed by and construed in accordance with the laws of Queensland and the Parties submit to the non-exclusive jurisdiction of the courts of Queensland.
- 16.6.2 Notwithstanding clause 16.5.1, the Parties agree to exclude the application of the *Sale of Goods (Vienna Convention) Act 1986* to the Contract to the fullest extent permitted by law.

**16.7 Severability**

- 16.7.1 If any part of the Contract is determined to be invalid, unlawful or unenforceable for any reason then that part, to the extent of the invalidity, unlawfulness or unenforceability, will be severed from the rest of the Contract and the remaining terms and conditions will continue to be valid and enforceable to the fullest extent permitted by law.

**16.8 Further Assistance**

- 16.8.1 The Contractor must do all things reasonably required by the Customer to give effect to the Contract.

**16.9 Disclosure by Customer**

- 16.9.1 The Contractor acknowledges that the Customer, its officers, employees, agents and sub-contractors may use and disclose any of the information provided by the Contractor about the Contractor, the Contract or the Goods and/or Services to Queensland Government departments or agencies, Queensland Government Bodies, Non-Government Organisations and/or the Commonwealth, States or Territories for any purpose in connection with the administration of the Contract.

**16.10 Right to Information and Disclosure**

- 16.10.1 The *Right to Information Act 2009* (Qld) (RTI Act) provides members of the public with a legally enforceable right to access documents held by Queensland Government agencies.
- 16.10.2 The RTI Act requires that documents be disclosed upon request, unless the documents are exempt or on balance, disclosure is contrary to the public interest.
- 16.10.3 Information relating to the Contract is potentially subject to disclosure to third parties.
- 16.10.4 If disclosure under the RTI Act, and/or general disclosure of information provided by the Contractor in connection with the Contract, would be of concern to the Contractor, because it would disclose trade secrets, information of commercial value, the purpose or results of research or other information of a confidential nature, this should be indicated by the Contractor at the time of disclosing the information to the Customer. The Customer cannot guarantee that any information provided by the Contractor will be protected from disclosure under the RTI Act.
- 16.10.5 Despite any other provision of the Contract, the Customer is entitled to publish on the Department of Housing and Public Works' website: [www.hpw.qld.gov.au](http://www.hpw.qld.gov.au) under 'Supply and disposal/Tenders and contracts'; or by any other means, the following details:
- (a) the name and address of the Customer;
  - (b) a description of the Goods and/or Services;
  - (c) Contract commencement date or award date;
  - (d) value of the Contract;
  - (e) name and address of the Contractor;
  - (f) procurement method used; and
  - (g) where the total value of the Goods and/or Services is \$10 million or more, the Customer is entitled to publish the following additional information:
    - (i) Invitation details;
    - (ii) Contract overview; and
    - (iii) reasons for non-disclosure of procurement results (if applicable).

**17. CLAUSES TO SURVIVE TERMINATION**

- 17.1 The following clauses will survive termination or expiration of the Contract:
- clause 1 - Definitions and Interpretation;
  - clause 7 - Intellectual Property Rights and Moral Rights;
  - clause 8 - Confidentiality and Personal Information;
  - clause 10 - Liability;
  - clause 11 - Indemnity;
  - clause 12 - Insurance;
  - clause 16.3 - No Advertising;
  - clause 16.4 - Waiver;
  - clause 16.6 - Governing Law;
  - clause 16.9 - Disclosure by Customer; and
  - clause 16.10 - Right to Information and Disclosure.



# Record of Quotes and Evaluation

## Section 1 – Details of Quotes Obtained

Offer Details	Offeror Name	Offeror Name	Offeror Name
Offerors Name	Cook Shire Council		
ACN/ABN	45 425 085 688		
Street Address	10 Furneaux Street, Cooktown, QLD, 4895.		
Postal Address (if different from street address)	PO Box 3 Cooktown, QLD, 4895.		
Contact Name	Cathy Johnson		
Phone Number	not relevant		
Email Address	cjohnson@cook.qld.gov.au		
Fax Number			
<b>Goods and/or Services Details:</b> (note if different from description of requirement above)	Weed management on state controlled roads in Cook Shire.		
Price (incl GST)	\$71,500		
<b>Or</b>			<b>Or</b>
Hourly rate (incl GST)			
GST amount	\$6,500		
Estimate of hours			
<b>Total Price:</b> (incl of GST)	\$71,500		
<b>Delivery / Engagement period:</b>	01/07/2017 to 30/6/2018		
<b>Delivery Address:</b>	various on state controlled roads		
<b>Insurance Details:</b> (e.g. Professional Indemnity, Public Liability, WorkCover (if applicable))	Insurer: Queensland Local Government Mutual Liability Pool Policy No: COOK000018 Expiry Date: 30 June 2017 Insured Amount: Professional Indemnity: \$300,000,000	Insurer: Insurer Policy No: Policy No. Expiry Date: Expiry Date Insured Amount: \$amount	Insurer: Insurer Policy No: Policy No. Expiry Date: Expiry Date Insured Amount: \$amount

	Public Liability: \$400,000,000		
<b>Scoring and Comments:</b> (provide comments on each of the offer/s, detailing the evaluation process / criteria used – as detailed in the Invitation Documentation Endorsement)	N.A. <b>Comments:</b> Sole invitee	insert scoring and comments for the above evaluation criteria <b>EC1 –</b> <b>EC2 –</b> <b>EC3 –</b>  <b>Comments:</b>	insert scoring and comments for the above evaluation criteria <b>EC1 –</b> <b>EC2 –</b> <b>EC3 –</b>  <b>Comments:</b>
<b>Negotiation:</b> (provide comments on the offer/s that were negotiated, including savings and benefits i.e. offered price vs negotiated price)	N.A.	insert text	insert text
<b>Total Weighted Score:</b>	N.A. – Sole invitee.		
<b>Recommendation and Justification:</b> (list the successful offeror and why)	Recommended Offeror:		Cook Shire Council
	Justification:		Cost savings and efficiency
	Contract period:		12 months
	Contract value (incl GST):		\$71,500
	Contract commencement date:		01 July 2017
	Contract end date:		30 June 2018
	Payment terms: (if applicable)		NA
	Payment plan: (if applicable)		NA
	Departures (if applicable)		NA

## Section 2 – Savings and Benefits

Savings and Benefits Achieved	
<b>Target Savings and Identified Benefits</b> * Please note if this is hard dollar saving or cost avoided * If available include method used to calculate	Cook Shire Council provide weed management services at better than market rate costs using internal staff and will deliver the works on state controlled roads effectively and efficiently.



<b>Current/Forecast Quantity or Volume</b>	Annual service as required depending on severity of infestations.
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## Section 3 – Procurement Delegate Endorsement

As a Procurement Delegate with the appropriate level of delegation, I am satisfied that this request: <ul style="list-style-type: none"> <li>meets the requirements of the departmental procurement procedures</li> <li>will provide value for money for the department</li> </ul> I am aware of my responsibilities under the probity and accountability provisions of the Queensland Procurement Policy and I acknowledge that I am accountable for this decision.	
<b>Invitation Number:</b>	CN-3149
<b>Name:</b>	insert text
<b>Position Title:</b>	insert text
<b>Branch:</b>	insert text
<b>Procurement Delegation:</b>	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5
<b>Signature:</b>	<div></div> <div>Date: DD/MM/YYYY</div>

## Section 4 – Financial Delegate Endorsement

As a Financial Delegate with the appropriate level of delegation, based on the information provided I am satisfied that: <ul style="list-style-type: none"> <li>the expenditure is for authorised purposes and is necessary for the proper conduct of departmental business.</li> <li>the works or services acquired are included in an approved program, project or budget.</li> <li>the expenditure represents value for money, having considered all reasonable options available for achieving the desired purpose.</li> <li>i have budgetary control for the specific type of expenditure within the relevant division, branch, program or cost centre, or have written authority to act on behalf of the officer who does, and funds are available for the purchase.</li> <li>the amount for the endorsement is the total price including GST payable and any other relevant charges e.g. delivery.</li> <li>i am an impartial party in the transaction.</li> </ul> I am aware of my responsibilities under the <i>Financial Accountability Act 2009</i> and I acknowledge that I am accountable for this decision.	
<b>Invitation Number:</b>	CN-3149
<b>Name:</b>	insert text
<b>Position Title:</b>	insert text
<b>Branch:</b>	insert text
<b>Financial Band</b>	<input type="checkbox"/> ELT <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 7
<b>Signature:</b>	<div></div> <div>Date: DD/MM/YYYY</div>



## Section 5 – Panel Chair Approval

As the Panel Chair, I am satisfied that:

- evaluation conducted with the highest standards of probity and official conduct
- evaluation criteria have been met
- clearly justifies why the Offeror was selected
- provides value for money for the department
- negotiations have been held (if required) with shortlisted and/or recommend suppliers.

I am aware of my responsibilities under the probity and accountability provisions of the Queensland Procurement Policy and I acknowledge that I am accountable for this endorsement.

Invitation number:	CN-3149	
Name:	Amod Rijal	
Position Title:	Principal Engineer	
Branch:	Project Planning and Corridor Management, Far North	
Signature:		Date: DD/MM/YYYY

# Invitation Documentation Endorsement

## Section 1 – Invitation Information

<b>Invitation name:</b>	2017/18 weed management at various locations on state controlled roads in Cook Shire Council.	
<b>Invitation number:</b>	CN-3149	
<b>Procurement option selected:</b>	<input checked="" type="checkbox"/> Lite <input type="checkbox"/> Standard <input type="checkbox"/> Combination <input type="checkbox"/> ICT only - Combination using a GITC Customer Contract	
<b>Justification of Standard Procurement Option:</b>	<input type="checkbox"/> As per Procurement Plan Date: DD/MM/YYYY	
<b>Justification of Lite procurement option:</b>	<input checked="" type="checkbox"/> Consistent or routine requirements <input checked="" type="checkbox"/> Known or established specifications <input checked="" type="checkbox"/> Known & predictable spend and demand <input checked="" type="checkbox"/> Known and reliable supply market <input checked="" type="checkbox"/> Tested in the last six months <input checked="" type="checkbox"/> Simple supply chain <input checked="" type="checkbox"/> Assurance of supply <input checked="" type="checkbox"/> Minimal requirement for specialist advice <input checked="" type="checkbox"/> Short Form Conditions of Contract are sufficient	<b>ICT specific</b> <input type="checkbox"/> Does not exceed level 1 QGCIO investment review requirements <input type="checkbox"/> A standard GITC customer contract is not required  <b>Capital Works specific</b> <input type="checkbox"/> Small Scale Minor Works <input type="checkbox"/> Minor Works <input type="checkbox"/> Minor Works with Design
<b>Brief Summary of Procurement Option:</b>	Contract CN-3149 was classified as Lite Procurement as: - Is estimated at xxx excluding the Express category - Meets the Lite Procurement Characteristics as shown above - Short Form Conditions of Contract are sufficient	
<b>Contact risk classification selected:</b>  Classification details below (to determine classification)	<input checked="" type="checkbox"/> Routine <input type="checkbox"/> Leveraged <input type="checkbox"/> Focussed <input type="checkbox"/> Strategic	
<b>Contract Risk Classification justification:</b>  Delete 2 classifications that aren't applicable. Delete characteristics that don't apply within chosen classification	Contract CN-3149 is classified as low risk as it is:  <b>Routine:</b> <ul style="list-style-type: none"> <li>- Short term or immediate</li> <li>- Transactional in nature</li> <li>- Performance monitoring and relationship management would provide limited benefit</li> </ul>	



	<ul style="list-style-type: none"> <li>- Goods/Services not critical to business operations</li> <li>- Failure of supply would have minimal to no impact on business operations</li> <li>- Supplier could be readily replaced on case of supply failure, with lots of suppliers in the market</li> <li>- No ongoing management of the contract is required</li> <li>- No dedicated contract manager required</li> </ul>	
<b>Sole Invitation justification:</b> (only to be completed for Sole Invitations)	Have extensive knowledge of the local weed problems within Cook Shire Council area, the Cook SC can provide significant cost savings to the Department by performing the weed control treatments locally.	
<b>Indicative Financial Endorsement received or equivalent:</b>	\$77,000 (incl GST) Insert date Insert name of Financial Delegate	
<b>Proposed date to be issued to Offeror/s:</b>	01/07/2017	
<b>Offeror/s selected to invite:</b>	Cook Shire Council	
<b>Are Offeror/s GITC accredited:</b> (ICT procurement only)	Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/>	
<b>Invitation type:</b> (attached)	Sole	
<b>Invitation method:</b>	email	
<b>Evaluation</b>		
<b>Non-conforming Offers:</b>	If offer/s are deemed non-conforming, NA.	
<b>Evaluation Approach – non price:</b> (Lite and Combination procurements only or where no Evaluation Plan has been approved)	NA	
<b>Evaluation Approach price:</b> (Lite and Combination procurements only or where no Evaluation Plan has been approved)	NA	
<b>Evaluation Criteria and weightings:</b> (Lite and Combination procurements <u>only</u> or where no Evaluation Plan has been approved)	<b>Evaluation Criteria</b>	<b>Percentage</b>
	Insert text	Insert text
	Insert text	Insert text
	Insert text	Insert text
	Insert text	Insert text



<b>Identified Contract Manager</b> (Lite and Combination procurements <b>only</b> as required)	Amod Rijal Principal Engineer Project Planning & Corridor Management
<b>Additional comments:</b>	Insert text
<b>Requesting Officer:</b>	Amod Rijal
<b>Position Title:</b>	Principal Engineer
<b>Contact number:</b>	(07) 4045 7230

## Section 2 – Content Owner Certification

As a Content Owner with the relevant technical knowledge, I certify that:

- the procurement option and supply market selected is appropriate to generate competitive tension in the process
- the Invitation documentation accurately defines departmental requirements effectively
- the specification is correct, includes all relevant industry standards and/or requirements and will be understood by the supply market
- the Invitation will provide value for money for the department.

I am aware of my responsibilities under the probity and accountability provisions of the Queensland Procurement Policy and I acknowledge that I am accountable for this decision.

Invitation name:	Sole Invitee	
Invitation number:	CN-3149	
Name:	Amod Rijal	
Position Title:	Principal Engineer	
Branch:	Program Delivery & Operations – North QLD District, Far North Region	
Additional Comments:		
Signature:		Date:

## Section 3 – Procurement Delegate Endorsement

As a Procurement Delegate with the appropriate level of delegation, I am satisfied that:

- the procurement option selected is appropriate and sufficient justification has been provided
- the Invitation documentation meets the requirements of the departmental procurement standards
- the evaluation criteria and Conditions of Contract are appropriate for this procurement
- the Invitation method selected is appropriate
- the supplier market selected to invite is appropriate
- the Invitation will provide value for money for the department.

I am aware of my responsibilities under the probity and accountability provisions of the Queensland Procurement Policy and I acknowledge that I am accountable for this decision.

<b>Invitation name:</b>	Sole Invitation
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<b>Invitation number:</b>	CN-3149	
<b>Name:</b>	Anne McCorry	
<b>Position Title:</b>	Senior Program Support Officer	
<b>Branch:</b>	Program Delivery & Operations – North QLD District, Far North Region	
<b>Procurement Delegation:</b>	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input checked="" type="checkbox"/> 5	
<b>Additional Comments:</b>		
<b>Signature:</b>		Date:

## Section 4 – Sole Invitation endorsement and approval (for Lite and Combination procurement process only)

### Endorsement - Sole Invitation only - Procurement Delegate

Only a level 5 Procurement Delegate can endorse a Sole Invitation.

As a Procurement Delegate, I endorse that:

- there is a genuine justifiable need for a Sole Invitation to be used (only one supplier, urgency, security, confidentiality and/or sensitivity)
- for procurements over \$551,000 for general goods and/or services or \$7,769,000 for construction International Trade Obligations do not apply
- clear justification for the Sole Invitation
- the Sole Invitation strategy will deliver value for money to the department.

I am aware of my responsibilities under the probity and accountability provisions of the Queensland Procurement Policy and I acknowledge that I am accountable for this decision.

<b>Invitation name:</b>	Sole Invitation	
<b>Invitation number:</b>	CN-3149	
<b>Name:</b>	Anne McCorry	
<b>Position Title:</b>	Senior Program Support Officer	
<b>Branch:</b>	Program Delivery & Operations – North QLD District, Far North Region	
<b>Procurement Delegation:</b>	<input checked="" type="checkbox"/> 5	
<b>Additional Comments:</b>		
<b>Signature:</b>		Date:

### Approval – Sole Invitation only

**General Manager (or equivalent), Regional Director, District Director  
or Executive Director (RoadTek only)**



As a General Manager/Regional Director or equivalent, I am satisfied that:

- there is a genuine justifiable need for a Sole Invitation to be used (only one supplier, urgency, security, confidentiality and/or sensitivity)
- clear justification for the Sole Invitation
- all conflict of interest declarations have been recorded in the Acknowledgment of Obligations Confidentiality, and Conflict of Interest Deed and **DO NOT** impair my decision
- the Sole Invitation strategy will deliver value for money to the department.

I am aware of my responsibilities under the probity and accountability provisions of the Queensland Procurement Policy and I acknowledge that I am accountable for this decision.

<b>Invitation name:</b>	Sole Invitation	
<b>Invitation number:</b>	CN-3149	
<b>Name:</b>	Sandra Burke	
<b>Position Title:</b>	District Director	
<b>Branch:</b>	Program Delivery & Operations – North QLD District, Far North Region	
<b>Additional Comments:</b>		
<b>Signature</b>		<b>Date:</b>

Released under RTI - DTMR





# Cook Shire Council

**Report: Roadside weed spraying for the Department of Transport and Main Roads within the Cook Shire local government area 2017/18**

Released under RTI - DTMR

## Introduction

The Department of Main Roads and Transport roadside weed management program was conducted between the 1<sup>st</sup> February 2018 and the 28<sup>th</sup> May 2018. Works were conducted over several months as a result of adverse weather and flooding that restricted access to many parts of the local government area during this period. Due to a requirement to prioritise weed management on the network the majority of funds were allocated to the treatment of two species; gamba grass (*Andropogon gayanus*) and rubber vine (*Cryptostegia grandiflora*). Both calotrope (*Calotropis procera*) and sicklepod (*Senna obtusifolia*) were treated in areas considered strategically important. While funding was adequate for a single treatment of all areas known to harbour gamba grass and rubber vine, follow up treatment was only possible in selected areas.

Additionally, Cook Shire Council was contracted by NQCEC to assess and treat the Peninsula Development Road upgrade site north of Myall Creek. The entire site was surveyed for gamba grass and the areas treated are reflected in the data provided.

Informal surveys conducted through the course of the current works program indicate that the core infestation of thatch grass (*Hyparrhenia rufa*) located on the Peninsula Development Rd between approximately S13.08860°, E142.78353° and S12.98661°, E142.44403° has extended to both the south and the north. As this species poses a similar threat to the natural environment as gamba grass a shift in priorities may be required in the coming financial year if sufficient funds cannot be secured to include this species in the works program.

## Objectives

Objectives of the 2017 Main Roads Roadside Spraying Program were as follows:

1. Identification and treatment of all rubber vine on road reserve on the Mulligan Highway and Peninsula Development Rd south of coordinates E 144.249°, S -15.474°.
2. Identification and, where possible, treatment of all gamba grass on road reserve on the Peninsula Development Rd north of E 142.769, S -13.082. Where the density of stands prevents treatment of the entire road reserve maintenance of a >5 metre buffer.
3. Collection of accurate and detailed GIS data relating to control works.
4. Provision of cost effective services to the Department of Transport and Main Roads.

## Synopsis of 2017/18 works

The majority of treatment of rubber vine on the Peninsula Development Rd and Mulligan Highway was conducted over a period of 10 days between the 1<sup>st</sup> February and 20<sup>th</sup> February 2018. This represents a marked reduction in the hours required to complete this segment of the contract from previous years. The reduced time was a result of both favourable weather throughout this period and a substantial reduction of rubber vine present on the road network. As a result of this control works were able to extend to the northern most extent of the infestation located on the Peninsula Development Road at E144.494°, 15.63°. Over the course of the rubber vine program 6,222 individual plants were treated (excluding those captured in polygons) using 205 litres of Access.

During treatment of rubber vine between Lakeland and Laura, operators opportunistically treated calotrope (*Calotropis procera*), a locally declared species that has spread via the Main Roads network from Mareeba Shire Council. In total 26 individual plants were identified and treated and the Peninsula Development Rd is currently free of this species.

Work on localised infestations of gamba grass near Cooktown (Mulligan Highway just north of Black Mountain) and Lakeland (Peninsula Development Road within 20 km of the township) was undertaken on three days between the 5<sup>th</sup> and 14<sup>th</sup> March 2018 using approximately 800 litres of glyphosate. Follow up treatments were conducted in these areas on the 25<sup>th</sup> and 28<sup>th</sup> May 2018. In addition, a localised infestation approximately 25 kilometres south of Coen was treated with the assistance of the Wunthulpu Rangers on the 9<sup>th</sup> May.

Treatment of the core infestation through Sudley Station on the Peninsula Development Road was undertaken, with assistance provided by the Napranum Rangers, from the 11<sup>th</sup> April to 19<sup>th</sup> April 2018 and 1<sup>st</sup> to 4<sup>th</sup> May 2018. Approximately 35 kilometres was covered with noticeable increases in the distance of gamba grass from the carriageway evident in some areas.

## Mapping

GIS data collected during execution of the contract will be forwarded to Main Roads in the form of an ESRI geodatabase. As in previous years three feature classes were utilised to visually represent on ground work, being point, polygon and line. Points have been used where plants are scattered and present in small numbers ( $\leq 20$  plants) while polygons have been used to represent denser infestations ( $>20$  plants).

The line feature class has been used specifically for works conducted on gamba grass. Given the nature of sections of this infestation (3-4 metre tall impenetrable stands) it is neither practical nor possible to map around the treated areas. Additionally, where gamba grass was present in such concentrations the treatment strategy used by operators was to walk along the edge of stands and attempt to penetrate as deeply as possible with a glyphosate based herbicide. The lines depicted in the mapping represent the path tracked by the vehicle while operators sprayed and corresponds to a buffer, estimated to be a minimum of 5 metres, through which it is estimated the herbicide would be able to penetrate and result in plant death.

To combine data into a single feature class both the point and line feature classes have been converted to polygons.

## Results

2017/18 is the first year Biosecurity Services was able to treat the entire infestation of rubber vine along the Peninsula Development Road and Mulligan with the result that Cook Shire Council was able to meet Objective 1. This was largely due to reduced coverage of the species resulting from intensive treatment over the previous two years. It is hoped that repeated treatment combined with the maintenance of a buffer free of rubber vine by adjoining landholders will enable an increased focus on other species in coming years.



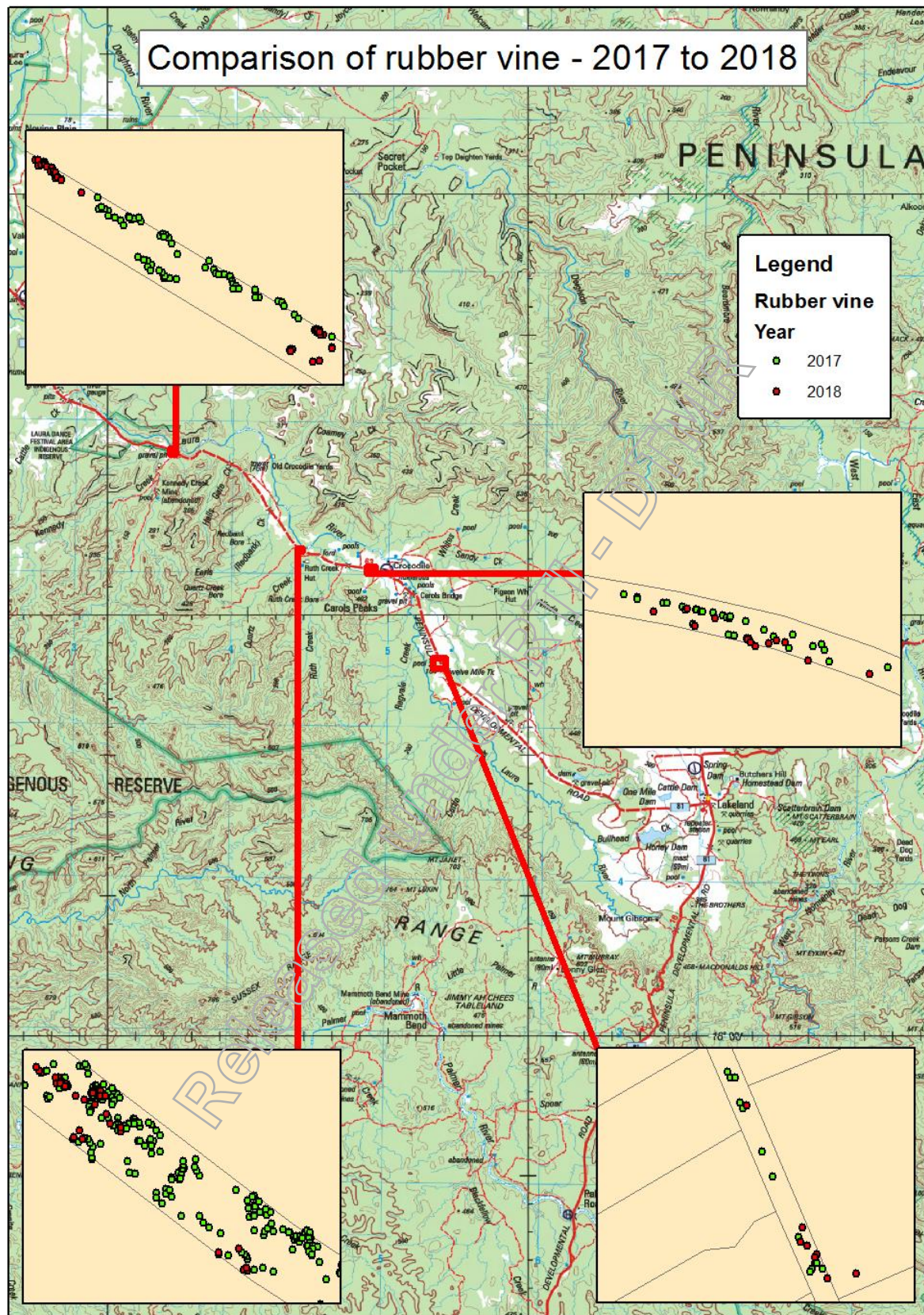


Figure 1: Comparison between 2017 and 2018 (rubber vine)

Access to the gamba grass infestation in the north of the local government area was prevented by flooding of the Archer River until mid-April. As seed set generally commences in mid-May this restricted the ability of Biosecurity Services to complete treatment of the entire infestation. Despite this, at completion of works only a section approximately 3.6 km in length on the west side of the Peninsula Development Rd between 142.322°, 12.683° and 142.299°, 12.662°, remained untreated. In several areas the infestation has been pushed back to the fence line however an extensive seed bank continues to hamper attempts to limit the time required to treat the entire roadside.

Some progress has been made with the landholder of Sudley Station who had slashed areas to prevent seed blowing from private land onto the road reserve. However, this was limited to areas close to the homestead. An increased focus on slashing to provide a buffer will hopefully result from discussions to be held with the landholder this year.

Maps providing a general overview in addition to photopoints have been included in the appendices. GIS data will be forwarded to Main Roads.

## Emerging priorities

Thatch grass (*Hyparrhenia rufa*) is a high biomass grass that poses a similar threat to local ecosystems as gamba grass. Due the high fuel load produced by thatch grass resulting fires are capable of eliminating canopy vegetation and native fauna. The species was until approximately three years ago largely restricted to an area on the Peninsula Development Rd between the Bamaga turn-off and Merluna homestead driveway. Informal surveys now have the distribution of thatch grass between approximately 15 kms north of Coen to the Batavia Rd intersection with the Peninsula Development Rd. Biosecurity Services intends to comprehensively map distribution independent of Main Roads funding in July 2018.

Given that the apparent distribution is still limited Cook Shire Council will seek, through the roadside weed management procurement process, additional funds to treat this species with the goal of holding the infestation to where it was circa 2015. Unfortunately mapping of the distribution of thatch grass will not be complete before the request for quote for Weed Management in the Cook Shire area is due on the 28<sup>th</sup> June 2018. It was our intention to submit detailed mapping of the areas we intend to treat in 2019 in addition to on-going works. While it is expected that there will be some reduction in the time required to treat existing priorities it is clear the balance will not be sufficient to adequately address this emerging threat. It is hoped that the Department can provide additional funds (or at the very least maintain existing funding) to assist Cook Shire in preventing the distribution of thatch grass matching that of grader grass. Any assistance to this end would be greatly appreciated.

## Proposed program for 2018/19

It is the intention of Biosecurity Services to continue treating both the rubber vine and gamba grass infestations within the current distribution in 2018/19 in addition to treatment and eradication of thatch grass on the Peninsula Development Rd outside of a range between coordinates 142.788°, 13.09° and 142.495°, 13.017°.

Cook Shire Council will also be participating in two separate trials in the coming financial year with Biosecurity Queensland and CSIRO. The general purpose of these trials are twofold:

1. To investigate the effect of various high biomass grass treatment regimes to identify methods that best enable recolonisation by native species; and
2. Identification of pre-emergent herbicides that can be used to treat high biomass grasses with a view to their inclusion on-label by the APVMA

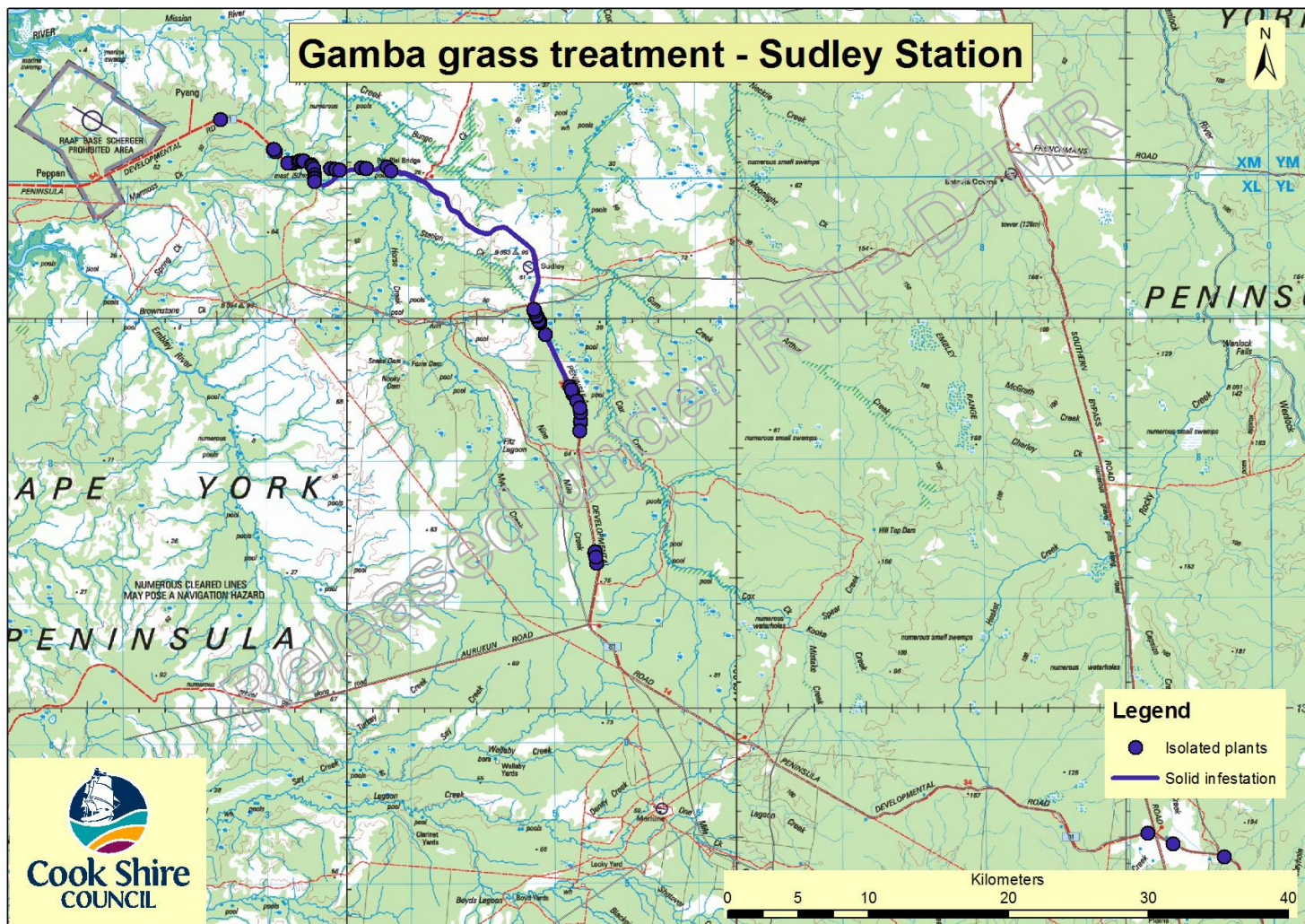
Reference to these studies has been included in the report as the outcomes will be directly relevant to weed management on the Main Roads network. Additionally, Cook Shire Council will be contributing substantially in terms of in-kind support and this is a direct reflection of the importance placed by the organisation on weed management within the local government area.

Part Refuse Sch.4 Part 4 s.4(1)(b) Consultation/deliberation for deliberative processes of government

Released under RTI - DMP

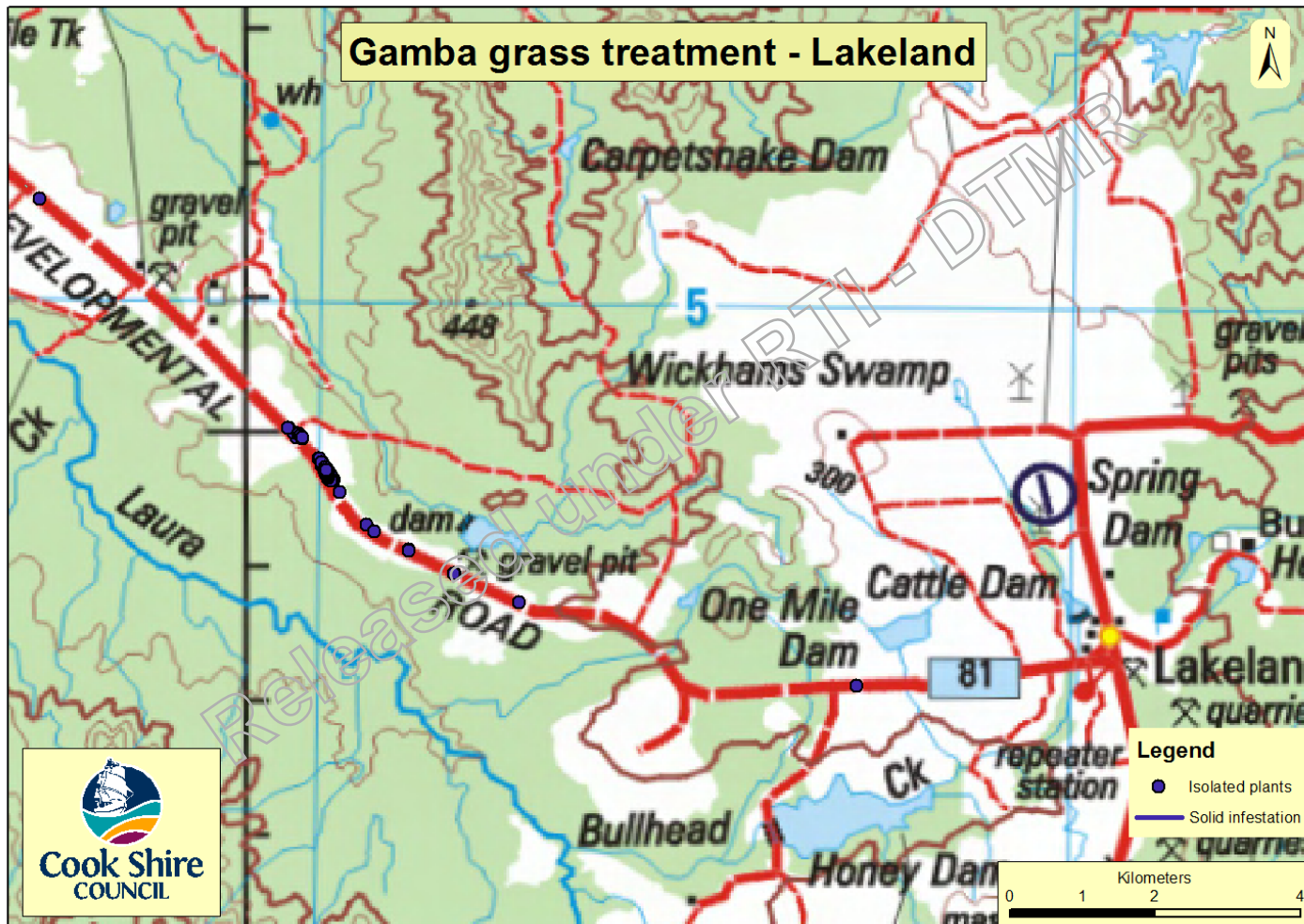


## Appendix 1





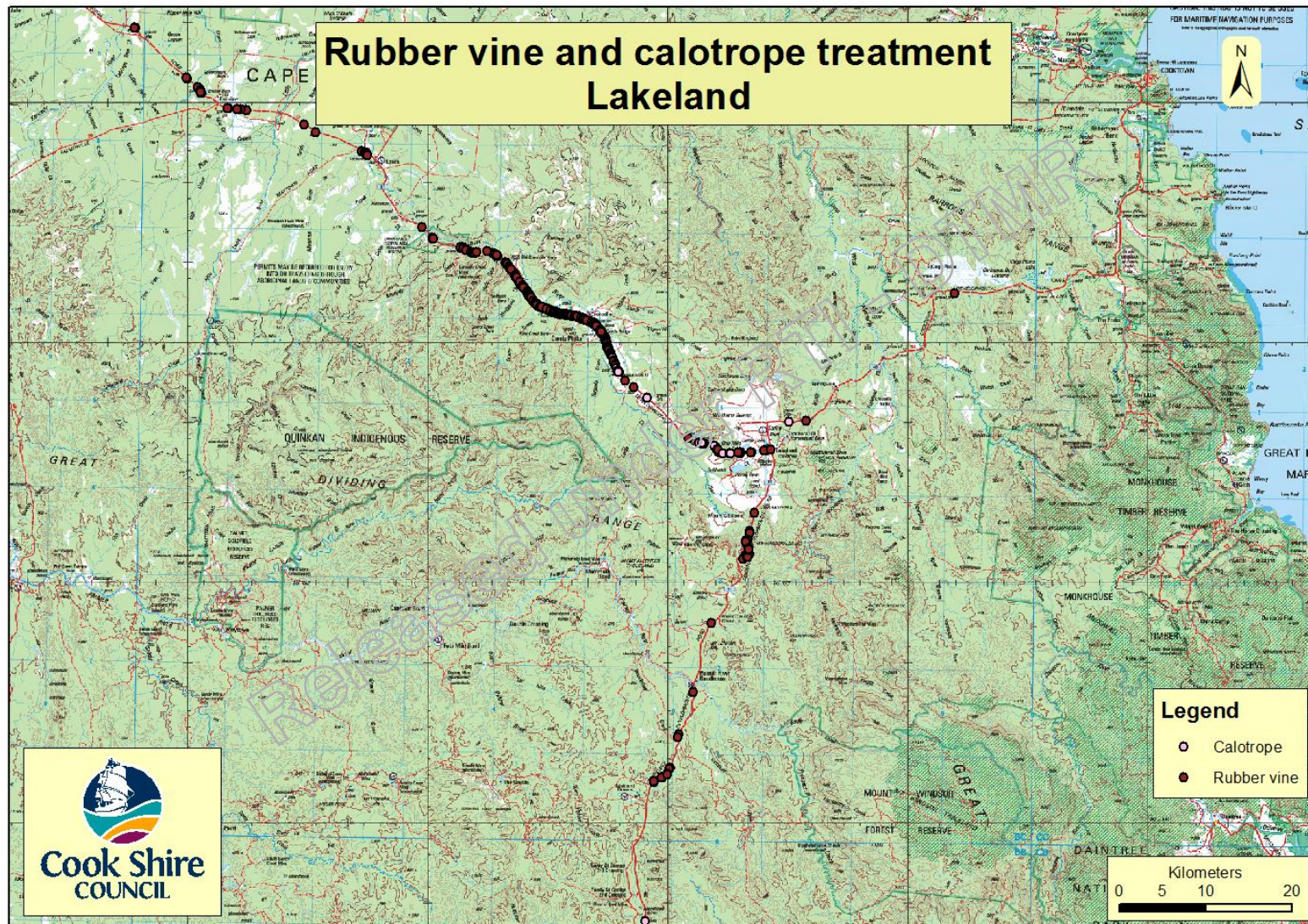














Appendix 6 (Photopoints)





## Photopoint 2



**-12.655055, 142.268388**



# Photopoint 3



**-12.690138, 142.328055**



# Photopoint 4



**-12.683444, 142.328055**



# Photopoint 5



**-12.684277, 142.323666**



## Photopoint 6



**-12.690111, 142.327888**



# Photopoint 7



-12.690138, 142.328055



# Photopoint 8



**-12.695138, 142.337111**

Our ref CN-9824  
Your ref CN-9824  
Enquiries Amod Rijal



Department of  
**Transport and Main Roads**

11 July 2018

Darryn Higgins  
Cook Shire Council  
PO Box 3  
COOKTOWN QLD 4883

Dear Mr Higgins

**Re: Invitation CN-9824 for the provision of Weed Management in Cook Shire Council area - State Controlled Roads 2018-19**

Thank you for your offer in response to the above Invitation dated 1 June 2018. Your offer has been accepted.

The following documents constitute the entire Contract between the parties:

- (a) The Request for Quote.
- (b) The Short Form Conditions of Contract for the provision of goods and services version 004 dated 1 July 2012.
- (c) Your Offeror's Response dated 28<sup>th</sup> June 2018.
- (d) Purchase order to be issued by TMR
- (e) This letter.

The contract commencement date is 11 July 2018. Contract end date is 30 June 2019.

Backdated and/or stale invoices (those received 5 days after invoice date) will not be accepted. Invoices requiring corrections must be credited and re-raised at the current date.

Please reference contract number CN-9824 on all invoices. All invoices for Transport and Main Road's Far North District should be forwarded via:

Email: [CAID\\_AP@tmr.qld.gov.au](mailto:CAID_AP@tmr.qld.gov.au)

Department of Transport and Main Roads  
Program Delivery & Operations  
Far North District | Cairns Office  
Cairns Queensland 4870  
PO Box 6185 Cairns Queensland 4870

Enquiries: Amod Rijal  
Telephone +61 7 4045 7230

ABN 39 407 690 291

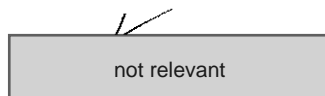


Or alternatively

Post: Department of Transport and Main Roads  
PO Box 6185  
CAIRNS QLD 4870

We would like to thank you for the time and effort spent in submitting your offer.

Yours sincerely

not relevant

Darryl Jones  
**Manager (Project Planning & Corridor Management)**

Released under RTI - DTMR

# M739 Financial Approval Request

Note: All relevant supporting documentation must be attached to this request prior to the approval being actioned. Any documentation which is not supplied will be requested prior to the approval being processed.

Contract Number:	CN-9824	Contract Manager:	Amod Rijal
Project Number/s:	13039 (D03/D001/429)		
Contract or Variation Description:	Provide weed management services on state controlled roads within Cook Shire		
Submitting Officer:	not relevant	Amod Rijal, Principal Engineer	9/7/18 Date
Approving Officer:	not relevant	Darryl Jones, Manager (P P & C M)	10/7/18 Date

Contract Type & Delivery Strategy:	Other	Detailed Contract Type:	Construction Contract
Contract Amount (Ex GST):	\$ 65,000.00		
Variation Amount (Ex GST):	\$ 0.00		
Total Approval Amount (Ex GST)	\$ 65000		
Successful Tenderer:	Cook Shire Council		
Actual Calling Date:	01/06/2018	Revised Completion Date (variations only):	
Contract Period from:	11/07/2018	to	30/06/2019
Construction from:	11/07/2018	to	30/06/2019



# Record of Quotes and Evaluation

<b>Request for Quote number:</b>	CN-9824
<b>Indicative Financial Endorsement (inc GST) :</b>	\$345,000 15/05/2018

## Section 1 – Details of Quotes Obtained

Offer Details	Offeror Name	Offeror Name	Offeror Name
Offerors Name	Cook Shire Council		
ACN/ABN	45 425 085 688		
Street Address	10 Furneaux Street, Cooktown, QLD, 4895.		
Postal Address (if different from street address)	PO Box 3 Cooktown, QLD, 4895.		
Contact Name	Darryn Higgins		
Phone Number	Project analysis		
Email Address	dhiggins@cook.qld.gov.au		
Fax Number			
<b>Goods and/or Services Details:</b>	Weed management on state controlled roads in Cook Shire Council area.		
Price (excl GST)	\$65,000		
GST amount	\$6,500		
<b>Total Price:</b> (incl of GST)	\$71,500		
<b>Delivery / Engagement period:</b>	11/07/2018 to 30/6/2019		
<b>Delivery Address:</b>	various on state controlled roads		
<b>Insurance Details:</b>	Insurer: Queensland Local Government Mutual Liability Pool Policy No: COOK000018 Expiry Date: 30 June 2019 Insured Amount: \$600,000,000		
<b>Scoring and Comments:</b>	100% Price  <b>Comments:</b> Nil		

<b>Negotiation:</b>	Nil		
<b>Total Weighted Score:</b>	500		
<b>Recommendation and Justification:</b>	Recommended Offeror:	Cook Shire Council	
	Justification:	Cost savings and efficiency	
	Contract period:	12 months	
	Contract value (incl GST):	\$71,500	
	Contract commencement date:	11 July 2018	
	Contract end date:	30 June 2019	
	Payment terms: (if applicable)	Standard TMR Payment Terms	
	Payment plan: (if applicable)	NA	
	Departures (if applicable)	NA	

## Section 2 – Savings and Benefits

Savings and Benefits Achieved	
<b>Target Savings and Identified Benefits</b>	Cook Shire Council provide weed management services at better than market rate costs using internal staff and will deliver the works on state controlled roads effectively and efficiently.
<b>Current/Forecast Quantity or Volume</b>	Annual service as required depending on severity of infestations.



## Section 3 – Procurement Delegate Endorsement

As a Procurement Delegate with the appropriate level of delegation, I am satisfied that this request:

- meets the requirements of the departmental procurement procedures
- will provide value for money for the department

I am aware of my responsibilities under the probity and accountability provisions of the Queensland Procurement Policy and I acknowledge that I am accountable for this decision.

<b>Invitation Number:</b>	CN-9824		
<b>Name:</b>	Stephen Cutler		
<b>Position Title:</b>	Senior Program Support Advisor		
<b>Branch:</b>	Program Delivery & Operations – North QLD District, Far North Region		
<b>Procurement Delegation:</b>	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input checked="" type="checkbox"/> 5		
<b>Signature:</b>	<div>Project analysis</div>		Date: 11/7/18

## Section 4 – Financial Delegate Endorsement

As a Financial Delegate with the appropriate level of delegation, based on the information provided I am satisfied that:

- the expenditure is for authorised purposes and is necessary for the proper conduct of departmental business.
- the works or services acquired are included in an approved program, project or budget.
- the expenditure represents value for money, having considered all reasonable options available for achieving the desired purpose.
- i have budgetary control for the specific type of expenditure within the relevant division, branch, program or cost centre, or have written authority to act on behalf of the officer who does, and funds are available for the purchase.
- the amount for the endorsement is the total price including GST payable and any other relevant charges e.g. delivery.
- i am an impartial party in the transaction.

I am aware of my responsibilities under the *Financial Accountability Act 2009* and I acknowledge that I am accountable for this decision.

<b>Invitation Number:</b>	CN-9824		
<b>Name:</b>	Darryl Jones		
<b>Position Title:</b>	Manager (Project Planning & Corridor Management)		
<b>Branch:</b>	Program Delivery & Operations – North QLD District, Far North Region		
<b>Financial Band</b>	<input type="checkbox"/> ELT <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input checked="" type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 7		
<b>Signature:</b>	<div>not relevant</div>		Date: 10/7/18

## Section 5 – Panel Chair Approval

As the Panel Chair, I am satisfied that:

- evaluation conducted with the highest standards of probity and official conduct
- evaluation criteria have been met
- clearly justifies why the Offeror was selected
- provides value for money for the department
- negotiations have been held (if required) with shortlisted and/or recommend suppliers.

I am aware of my responsibilities under the probity and accountability provisions of the Queensland Procurement Policy and I acknowledge that I am accountable for this endorsement.

Invitation number:	CN-9824	
Name:	Amod Rijal	
Position Title:	Principal Engineer	
Branch:	Program Delivery & Operations – North QLD District, Far North Region	
Signature:	Project analysis	Date: 9/7/18



# Acknowledgment of Obligations Confidentiality, and Conflict of Interest

## For Queensland Government Employees

By this acknowledgement dated the **1 June 2018**

I, **Amod Rijal** in the position of Principal Engineer ("Employee") acknowledge and agree to the following:

### 1 DEFINITIONS

- 1.1 For the purposes of this acknowledgement and unless the context otherwise requires, the following definitions apply:
- 1.2 "**Confidential Information**" means information of, or supplied by, the department, that:
  - (a) is by its nature confidential;
  - (b) is designated as confidential, including information created in the course of providing the Service; or
  - (c) I, as an employee know or ought to know is confidential;and includes information:
  - (d) comprised in or relating to any Intellectual Property Rights of the department;
  - (e) concerns the internal management and structure, personnel, processes and policies, commercial operations, financial arrangements or affairs of the department;
  - (f) that is of actual or potential commercial value to the department; and
  - (g) relating to the clients or suppliers of the department;but does not include information that:
  - (h) was already in my possession as an employee and is not subject to an obligation of confidentiality, is lawfully received from a third party or independently developed by me as an Employee; or is public knowledge other than through a breach of an obligation of confidentiality;
- 1.3 "**Conflict of Interest**" means having an interest (whether personal, financial or otherwise) which conflicts or may reasonably be perceived as conflicting with my ability as an employee to perform my public service official duties.
- 1.4 "**Intellectual Property Rights**" includes all copyright, trade mark, design, patents or other proprietary rights, or any rights to registration of such rights existing in Australia, or elsewhere or as protected by legislation from time to time, whether created before, on or after my employment commencement date, but excludes Moral Rights;
- 1.5 "**Moral Rights**" means the right of integrity of authorship, the right of attribution of authorship and the right not to have authorship falsely attributed, more particularly as conferred by the *Copyright Act 1968* (Cth), and rights of a similar nature anywhere in the world whether existing before, on or after my employment commencement date.



## 2 CONFIDENTIALITY

- 2.1 In the course of performing my official duties as a public service officer or employee of the Department of Transport and Main Roads ("the department") I acknowledge that I will be exposed to Confidential Information.
- 2.2 I agree:
- (a) not to disclose the Confidential Information to any person without the consent of the department save and except where I am required, as my public service duties, to share that information with other departmental employees or officers, officers of the State of Queensland and elected members of parliament;
  - (b) that the Confidential Information will only be used for the purposes of me undertaking my public service duties;
  - (c) not to access, use, modify, disclose or retain any Confidential Information of the department, except for the purpose for which the Confidential Information was acquired; and
  - (d) to undertake all reasonable measures to ensure that any Confidential Information is protected against loss, unauthorised access, use, modification or disclosure and against other misuse.
- 2.3 I acknowledge that improper use or disclosure of the Confidential Information could jeopardise or invalidate the procurement process and may severely damage the department's ability to perform its governmental/statutory functions and/or expose the department to liability, loss and damage.
- 2.4 I acknowledge my obligations in relation to the disclosure of confidential information under the *Information Privacy Act 2009* and the Code of Conduct for the Queensland Public Service.
- 2.5 I acknowledge that under the *Crime and Corruption Act 2001*, disclosure of confidential information may be official misconduct and constitute an offence under that Act.

## 3 CONFLICT OF INTEREST

- 3.1 I warrant that, to the best of my knowledge, as at the **01/06/2018**, I do not have or are likely to have, a Conflict of Interest in the performance of my public service duties other than listed below\*.
- 3.2 If a Conflict of Interest or risk of Conflict of Interest arises while performing the Services, I will immediately give Notice of the Conflict of Interest, or the risk of it, to the Director-general or his authorised delegate.
- 3.3 I acknowledge that the following are some examples of situations where a Conflict of Interest can occur;
- (a) where I receive any form of benefit, including a pecuniary interest, sponsored travel, a gift, hospitality from a party that is tendering for the department's work ("Offeror");
  - (b) having a second job that relates to my work at the department;
  - (c) where I have a relationship with or am a family member of an Offeror;
  - (d) owning shares, bonds, debentures in or being a director or partner of an Offeror; or
  - (e) promoting or getting referrals for my business through my contacts with the department and/or the Offeror.



- 3.4 I must take all reasonable measures to ensure that I do not engage in any activity or obtain any interest which is in conflict with my ability to perform the Services for the department in good faith and objectively;
- 3.5 Upon receipt of a notice in accordance with clause 3.2, or upon the department otherwise identifying a Conflict of Interest, the department may:
- (a) direct me as to how to manage the Conflict of Interest and the I will comply with any reasonable direction so given by the chief executive or his authorised delegate; or
  - (b) require me to vary my official duties in order to manage the Conflict of Interest.
- 3.6 I acknowledge my obligations in relation to conflicts of interests under the legislation which governs my employment with the department and the Code of Conduct for the Queensland Public Service.
- 3.7 I declare that as far as I am aware, I DO ☐ or DO NOT ☒ have any conflict of interest to disclose. To the extent that I have a conflict of interest to disclose, I provide the details below\*.

\* provide details below. Failure to complete this part of the Form means that I have no conflicts of interest.

Note: Additional pages may be attached if necessary. Ensure each page is signed and witnessed.

## 4 ETHICAL OBLIGATIONS

- 4.1 I acknowledge my obligations under the *Public Service Act 1999*, the *Public Sector Ethics Act 1994*, and the Code of Conduct for the Queensland Public Service.

### DETAILS OF CONFLICT OF INTEREST (clauses 3.2 and 3.7)

<b>Name of Employee:</b>	Amod Rijal	
<b>Position:</b>	Principal Engineer	
<b>Branch:</b>	Program Delivery & Operations – Far North District, Cairns Office	
<b>Procurement process:</b>	CN-9824 'Lite' G&S Sole Invitee	
<b>Signature:</b>	<div>not relevant</div>	<b>Date:</b> 01/06/2018

## CAID\_ProcurementFNR

---

**From:** Darryn Higgins <DHiggins@cook.qld.gov.au>  
**Sent:** Thursday, 28 June 2018 9:26 AM  
**To:** CAID\_ProcurementFNR  
**Cc:** Amod P Rijal  
**Subject:** CN-9824 - Weed Management along State Controlled roads in Cook Shire Council for 2018/19 - Response  
**Attachments:** RFQ\_submission\_CookSC\_CN-9824.pdf

To whom it may concern,

Please find attached a copy of Cook Shire Council's response to the request for quote for weed management on the Main Roads network within our local government area for 2018/19.

If you have any questions regarding the response please contact me by return email or using the mobile number below.

Kind regards,

Darryn

**Darryn Higgins** | Manager Biosecurity Services | Corporate and Community Services  
**Cook Shire Council**

**Phone** | 07 4069 5444 **Mobile** | not relevant **Fax** | 07 4069 5423  
**Email** | [dhiggins@cook.qld.gov.au](mailto:dhiggins@cook.qld.gov.au) **Website** | [www.cook.qld.gov.au](http://www.cook.qld.gov.au)  
**Address** | 10 Furneaux Street (PO Box 3), Cooktown, Qld, 4895

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## Request for Quote

### CN-9824 - Weed Management along State Controlled roads in Cook Shire Council for 2018/19

Darryn Higgins  
[dhiggins@cook.qld.gov.au](mailto:dhiggins@cook.qld.gov.au)

The Department of Transport and Main Roads invites offers for the provision of weed management services along state controlled roads in Cook Shire Council for 2018/19 as specified in Section 1 - Requirements.

This Request for Quote (RFQ) process will be governed by the Conditions of Offer contained in Section 2 – Conditions of Submission. Any contract arising from this RFQ process will be governed by the Conditions of Contract contained in Section 3.

The response form contained in Section 4 – Offeror Response has been included to allow Offerors to respond to the RFQ. It is a requirement of the RFQ that the response form be completed and submitted to the Department of Transport and Main Roads by the date and time specified in Section 1 - Requirements.

### Section 1 - Requirements

<b>Description of Goods and/or Services required:</b>	Weed Management along State Controlled roads in Cook Shire Council for 2018/19	
<b>Specifications and/or scope of works:</b>	Weed Management	
<b>Key deliverables and/or milestones:</b>	Completion before 30 June 2019	
<b>Delivery address of Goods and/or Services:</b>	Various	
<b>Delivery period:</b>	1 July 2018 – 30 June 2019	
<b>Insurance requirements:</b>	(a) Workers' Compensation Insurance in accordance with the <i>Workers' Compensation and Rehabilitation Act 2003</i> (Qld); (b) Public Liability insurance for a minimum of \$10 million in respect of each claim	
<b>Liability Cap</b>	Nil	
<b>Evaluation criteria:</b>	Offers received will be evaluated against the following criteria. NA	
	<b>Evaluation criteria 1:</b>	Price
<b>Mandatory requirements:</b>	Nil	
<b>Requirements of submission:</b>	(a) Completion of section 4 – Offeror Response	
<b>Lodgement of submission:</b>	Submit by email to <a href="mailto:CAID_ProcurementFNR@tmr.qld.gov.au">CAID_ProcurementFNR@tmr.qld.gov.au</a>	
<b>Closing Date:</b>	Thursday 28 <sup>th</sup> June 2018 at 3pm	
<b>Offer Validity Period:</b>	30 Days	

Great state. Great opportunity.

<b>Non-Conforming Offers:</b>	Failure to comply with all the requirements of the Request for Quote may result in an Offer being considered non-conforming.
<b>Contact officer:</b>	Amod Rijal, Principal Engineer
	(07) 4045 7230
	<a href="mailto:amod.p.rijal@tmr.qld.gov.au">amod.p.rijal@tmr.qld.gov.au</a>
<b>Confidential Information:</b>	N/A
<b>Complaints Management:</b>	The Customer's Complaint Manager is the Chief Procurement Officer GPO Box 1412 Brisbane Qld 4001 Ph: (07) 3066 1747 E: <a href="#">Chief Procurement Officer</a>

## Section 2 – Conditions of Submission

This RFQ process is governed by the terms of Conditions of Offer version 004 dated 1 July 2012 as detailed at: <http://www.hpw.qld.gov.au/SiteCollectionDocuments/ConditionsOfOffer004.pdf>.

The Conditions of Offer are to be amended as follows: <http://www.tmr.qld.gov.au/business-industry/Business-with-us/Goods-and-services-procurement.aspx>

## Section 3 – Conditions of Contract

The documents that will govern any contract arising from this RFQ process are as set out below:

- (a) Short Form Conditions of Contract for the provision of goods and services version 004 dated 1 July 2012 as detailed at <http://www.hpw.qld.gov.au/SiteCollectionDocuments/ShortFormConditionsContract004.pdf>.



## Section 4 – Offeror Response

<b>Company details:</b>	
Company name	Cook Shire Council
ACN/ABN	45 485 085 688
Address	10 Furneaux Street, Cooktown, Qld, 4895
Postal Address (if different from above)	PO Box 3, Cooktown, Qld, 4895
Contact Officer Name	Darryn Higgins
Phone Number	not relevant
Email Address	<a href="mailto:dhiggins@cook.qld.gov.au">dhiggins@cook.qld.gov.au</a>
Fax Number	07 4069 5423
<b>Offer details</b>	<p><b>Note to Offeror:</b></p> <p>Please address the following as outlined in Section 1:</p> <ul style="list-style-type: none"> <li>the requirements of submission</li> <li>each of the Evaluation Criteria</li> </ul> <p>If required, please attach an appendix to this Request for Quote.</p>
<b>Fee / Pricing Information:</b>	
Price (excl GST)	\$65,000.00
Hourly rate (excl GST)	
GST Amount	\$6,500.00
Estimate of hours (if relevant)	
<b>Total Price: (incl of GST)</b>	\$71,500
<b>Insurance Details:</b> Professional Indemnity (if specified in Section 1)	<p>Insured Amount: \$600,000,000</p> <p>Policy No: COOK000018</p> <p>Insurer: Jardine Lloyd Thompson Pty Ltd</p> <p>Name Insured: Cook Shire Council</p> <p>Expiry Date: 30 June 2019</p>
Public Liability (if specified in Section 1)	<p>Insured Amount: \$600,000,000</p> <p>Policy No: COOK000018</p> <p>Insurer: Jardine Lloyd Thompson Pty Ltd</p> <p>Name Insured: Cook Shire Council</p> <p>Expiry Date: 30 June 2019</p>
<b>I confirm that I accept the Liability Cap for this engagement :</b>	Yes
Other insurances (if specified in Section 1)	

<b>Warranty details including warranty period and conditions: (if required)</b>	N/A							
<b>Deviation from the above Specifications: (if applicable)</b>	N/A							
<b>Departures from the Conditions of Contract (including Special Conditions if required)</b>	<b>Clause Number</b>	<b>Proposed departures, variations and additions</b>						
<b>Conflict of Interest and Collusion: (disclose if applicable)</b>	<p><b>Conflict of Interest:</b> Offerors must supply details of any possible conflict of interest that exists or may arise in relation to the making and/or acceptance of their Offer. If there is nothing to declare, please insert "None".</p> <p>None</p> <p><b>Collusion:</b> In submitting its Offer, the Offeror warrants to the Eligible Customer that it fully complies with clause 23.5 of the Conditions of Offer, except as expressly disclosed in this Response Form. The Offeror must disclose the full nature and extent of any agreements with competitors to the Eligible Customer. If there is nothing to disclose, please insert "Nil".</p> <p>Nil</p>							
<b>Authorisation, Certification and Execution by Offeror</b>	<p>As the authorised officer named below, I certify that in submitting the Offeror's Response on behalf of the Offeror:</p> <p>(a) I have the appropriate authority to authorise the Offeror's Response</p> <p>(b) I have read, understood and complied with the Requirements of the Request for Quote</p> <p>(c) The enclosed Offeror's Response is a true and accurate account of our offer.</p> <table border="1"> <tr> <td><b>Name:</b></td> <td>Martin Cookson</td> </tr> <tr> <td><b>Signature:</b></td> <td>not relevant</td> </tr> <tr> <td><b>Date:</b></td> <td>28/6/2018</td> </tr> </table>		<b>Name:</b>	Martin Cookson	<b>Signature:</b>	not relevant	<b>Date:</b>	28/6/2018
<b>Name:</b>	Martin Cookson							
<b>Signature:</b>	not relevant							
<b>Date:</b>	28/6/2018							





# Cook Shire Council

**Additional information and summary of program proposed for:**

**CN-9824 - Weed Management along State Controlled roads in the Cook Shire local government area for 2018/19**

Released under RTI - DTMR

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Table 5: Proposed 2018/19 program (combined summary of costs) .....	4



## Introduction

The following is a breakdown of proposed weed management works on the Main Roads road network for 2018/19. The hourly rate includes two operators, a vehicle and associated equipment (e.g. a Quikspray or hand spray units, PPE etc.) including GST but excluding herbicides. Daily rates are based on a 9.5 hour day; this is a result of travel time to and from treatment sites sometimes being in excess of 2 hours/day, a situation unavoidable in a local government area of this size in which the centre of operations is not actually central. Longer days facilitate a reduction in the total number of days required to treat infestations and subsequently total travel time.

The administration fee factored in to the final summary reflects the non-field component of the works and includes finance and contract administration, GIS hardware and support and reporting.

Proposed works have been divided into four programs in order of importance from both a strategic and environmental perspective. Given the time and effort that has been expended on both gamba grass and rubber vine treatment over past years it is critical that these programs continue. Thatch grass is an emerging threat however it is probable that this species can be contained if works commence immediately.

### Program 1 – Management of gamba grass (*Andropogon gayanus*)

Gamba grass is a high priority species that has the capacity to irreversibly alter the local ecosystems of Cape York Peninsula. The treatment of this species on roadsides is critical to preventing spread and is a core priority within the *Cook Shire Local Area Biosecurity Plan 2017-2021*. Infestations currently exist in the following locations:

- Mulligan Highway near Trevethan Creek crossing
- Endeavour Valley Rd near Jensen's Crossing intersection
- Peninsula Development Rd near Lakeland
- Peninsula Development Rd south of Coen
- Peninsula Development Rd through Sudley Station

Please be advised that the majority of the works required to treat gamba grass will be undertaken approximately 550 kilometres from Cooktown and will require Cook Shire Council to provide for both accommodation and meals for two operators. Map indicating the location of works for Program 1 is included in Appendix 1.

Table 1: Treatment of gamba grass (summary of costs)

	Anticipated duration (days)	Hours/day	Hourly rate*	Herbicide	Locality allowance	Total (inc. GST)
Initial treatment	20	not relevant				
Secondary treatment	5					

\* Hourly rate all inclusive – 2 operators, vehicle, spray unit, PPE etc.

### Program 2 – Management of rubber vine (*Cryptostegia grandiflora*)

Rubber vine is present on the Mulligan Highway from the southern boundary to the little Annan River and on the Peninsula Development road from Lakeland to approximately 20 kilometres north of Laura. Map indicating the location of works for Program 2 is included in Appendix 2.

Table 2: Treatment of rubber vine (summary of costs)

	Anticipated duration (days)	Hours/day	Hourly rate*	Herbicide	Total (inc. GST)
Initial treatment	9	not relevant			
Secondary treatment	2				

\* Hourly rate all inclusive – 2 operators, vehicle, spray unit, PPE etc.

Rubber vine containment is a core priority within the *Cook Shire Local Area Biosecurity Plan 2017-2021* and treatment of this species on roadsides is critical to prevent spread.

### Program 3 – Management of thatch grass (*Hyparrhenia rufa*)

Thatch grass (*Hyparrhenia rufa*) is a high biomass grass that poses a similar threat to local ecosystems as gamba grass. The species was until approximately three years ago largely restricted to an area on the Peninsula Development Rd between the Bamaga turn-off and Merluna homestead driveway. Informal surveys now have the distribution of thatch grass between approximately 15 kms north of Coen to the Batavia Rd intersection with the Peninsula Development Rd. Biosecurity Services intends to contain the infestation to an area that roughly corresponds with that observed circa 2015.

This project is currently in its conception phase. Council intends to comprehensively map the current distribution of thatch grass on the Main Roads network, in July, independent of TMR funding; this is an indication of the seriousness associated with this threat. Similar to the gamba grass control program, the thatch grass infestation is located some 550 kilometres from Cooktown and will incur costs related to accommodation and meals. Map indicating the location of works for Program 3 is included in Appendix 3.

Table 3: Treatment of thatch grass (summary of costs)

	Anticipated duration (days)	Hours/day	Hourly rate *	Herbicide	Locality allowance	Total (inc. GST)
Initial treatment	10	not relevant				
Secondary treatment	None proposed					

\* Hourly rate all inclusive – 2 operators, vehicle, spray unit, PPE etc.



**Program 4 – Management of sicklepod (*Senna obtusifolia*), pannicle joint vetch (*Aeschynomene paniculata*) and calotrope (*Calotropis procera*)**

Sicklepod is widespread across Cape York Peninsula however Council continues to target the species in areas known to be frequented by travellers. It is intended that this program be undertaken while travelling between sites identified in other programs. The areas on the Peninsula Development Road proposed for inclusion in 2018/19:

- Picnic area at the Kennedy River
- Picnic area at the Morehead River
- Kelly's Dam pullover north of Musgrave Roadhouse
- Lukin River rest stop
- Archer River crossing
- Truck stops where the species is found

Panicle Joint Vetch (PJV) has been identified by the State as a weed of concern and treatment of the species on the Peninsula Development Rd south of the Morehead River has been requested by DEHP.

Calotrope is a locally declared weed currently distributed around Lakeland. It is Council's intention to treat this species opportunistically in the course of rubber vine treatment.

Map indicating the location of works for Program 4 is included in Appendix 4.

**Table 4: Treatment of other weeds (summary of costs)**

	Anticipated duration (days)	Hours/day	Hourly rate*	Herbicide	Total (inc. GST)
Initial treatment	not relevant				
Secondary treatment	None proposed				

\* Hourly rate all inclusive – 2 operators, vehicle, spray unit, PPE etc.

## Combined programs (summary of costs)

Table 5 provides a summary of the entire program as proposed for 2018/19 with the total cost as contained within the Offeror Response for CN-9824 - *Weed Management along State Controlled roads in Cook Shire Council for 2018/19*.

**Table 5: Proposed 2018/19 program (combined summary of costs)**

		Anticipated duration (days)	Hours/day	Hourly rate*	Herbicide	Locality allowance	Total (inc. GST)
Gamba grass	Initial treatment	20	not relevant				
	Secondary treatment	5					
Rubber vine	Initial treatment	9					
	Secondary treatment	2					
Thatch grass	Initial treatment	10					
	Secondary treatment	-					
Other	Initial treatment	1					
	Secondary treatment	-	-	-	-	-	
					Subtotal		not relevant
					Administration (10%)		

\* Hourly rate all inclusive – 2 operators, vehicle, spray unit, PPE etc.

\* Hourly rate all inclusive – 2 operators, vehicle, spray unit, PPE etc.

Should you have any questions regarding the proposed program please contact Cook Shire Council's Manager Biosecurity Services, Darryn Higgins, on 4069 5444, or alternately by email at [dhiggins@cook.qld.gov.au](mailto:dhiggins@cook.qld.gov.au)



Appendix 1 (Gamba grass treatment sites)

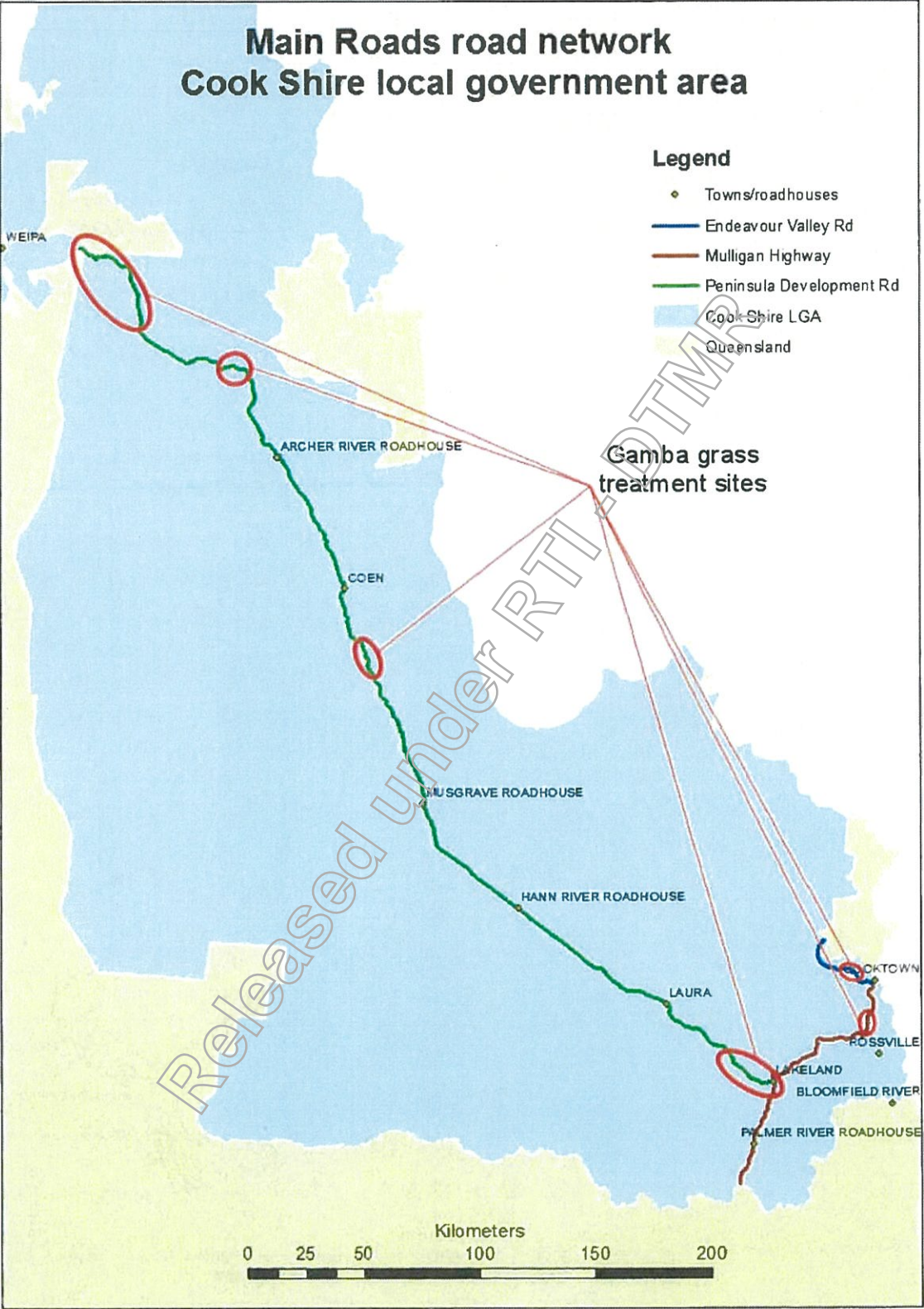


Figure 1: Location of gamba grass treatment sites

## Appendix 2 (Rubber vine treatment sites)

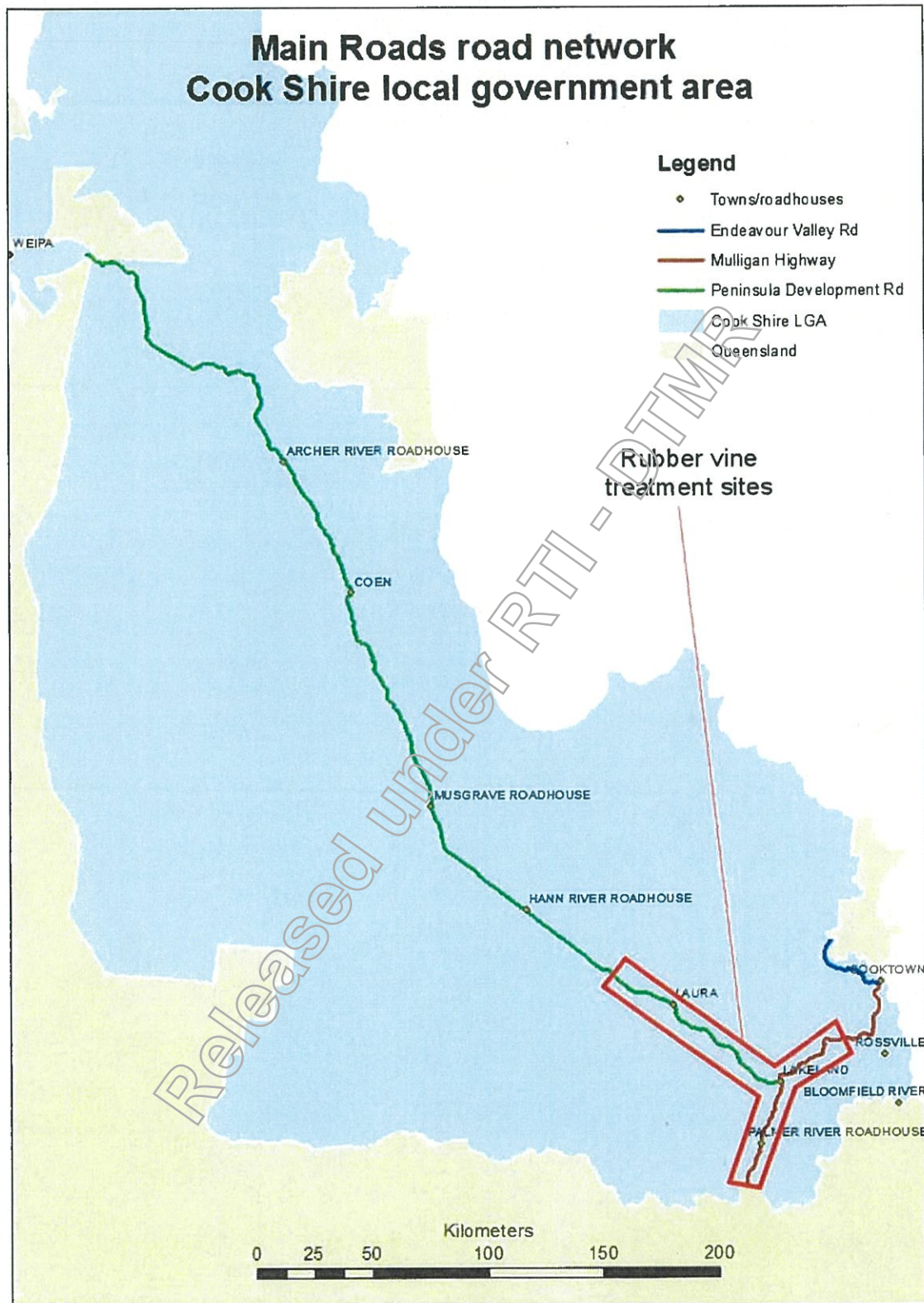


Figure 2: Location of rubber vine treatment sites



### Appendix 3 (Thatch grass treatment sites)

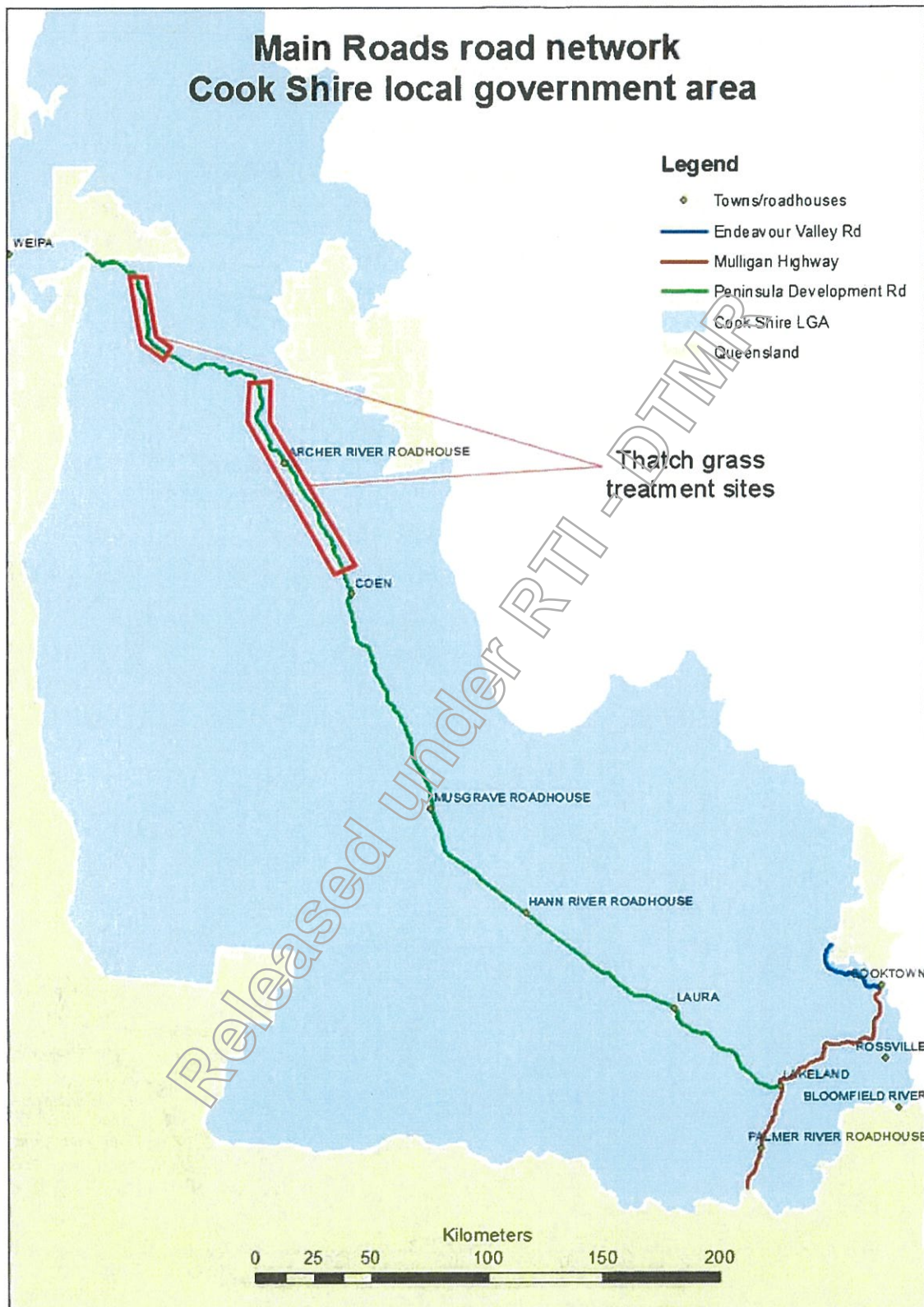


Figure 3: Location of thatch grass treatment sites

# Appendix 4 (Other weeds treatment sites)

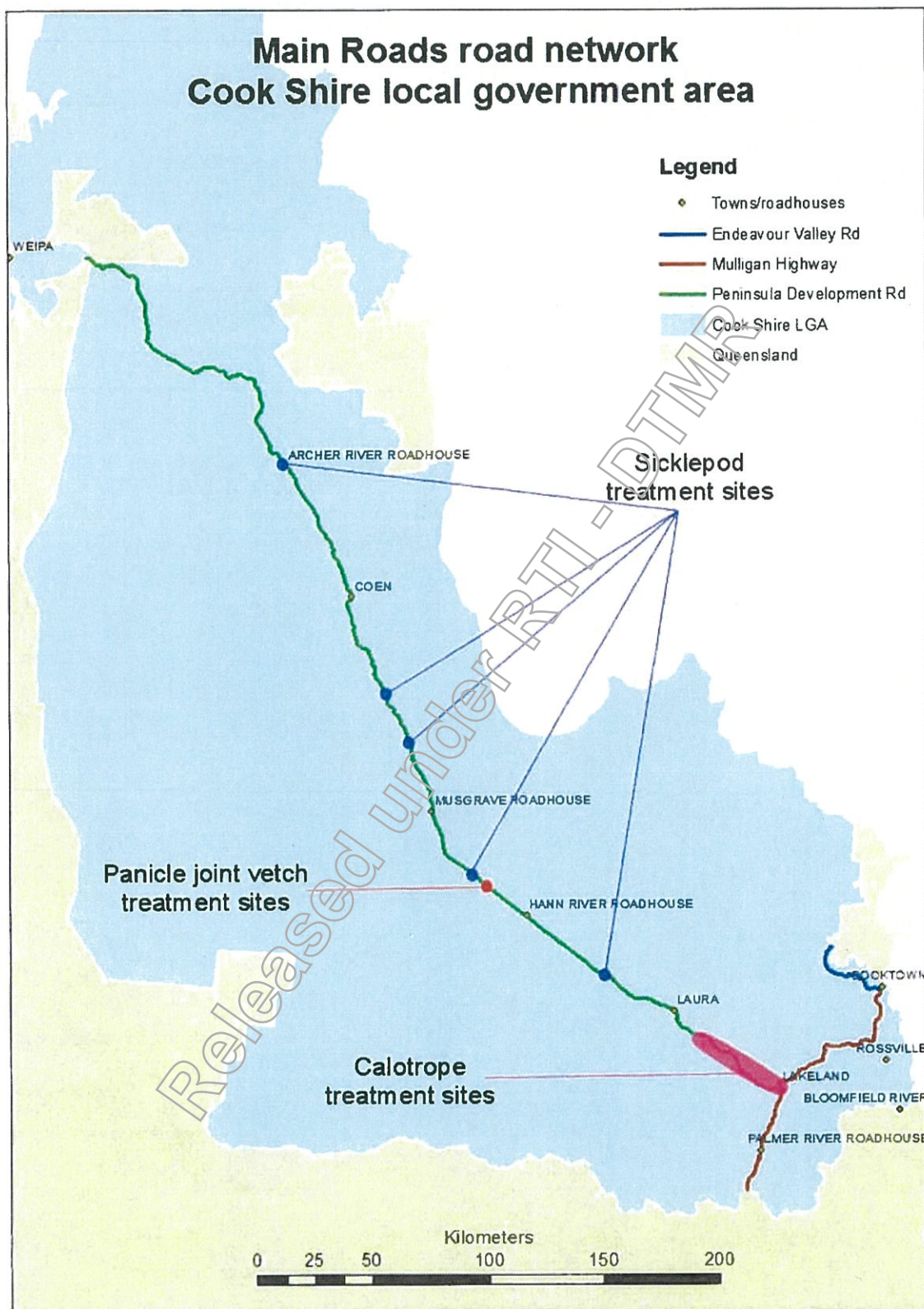


Figure 4: Location of known sicklepod, calotrope and PJV treatment sites



## CAID\_ProcurementFNR

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**From:** CAID\_ProcurementFNR  
**Sent:** Friday, 1 June 2018 10:14 AM  
**To:** 'dhiggins@cook.qld.gov.au'  
**Cc:** Amod P Rijal  
**Subject:** Request for CN-9824 - Weed Management in Cook Shire area - State Controlled Roads 2018-19  
**Attachments:** CN-9824 - Request for Quote - Cook Shire Council.docx

Good Morning,

Please find attached a Request For Quote form for contract no: CN-9824 - Weed Management in Cook Shire area - State Controlled Roads 2018-19

Please submit your quote/offer to [CAID\\_ProcurementFNR@tmr.qld.gov.au](mailto:CAID_ProcurementFNR@tmr.qld.gov.au) by the closing time 3pm on Thursday 28 June 2018.

Should you have any questions in relation to the Request for Quote, please contact Amod Rijal on (07)4045 7230 or at [Amod.P.Rijal@tmr.qld.gov.au](mailto:Amod.P.Rijal@tmr.qld.gov.au)

Kind Regards,

**Kerri Hetherington**

Program Administration Officer | Far North District/Cairns Office

**Program Delivery And Operations** | Department of Transport and Main Roads

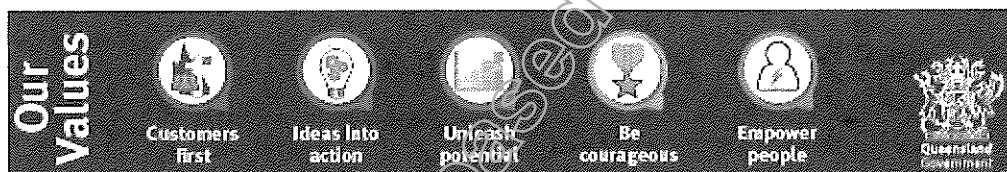
Floor 4 | Cairns Corporate Tower | 15 Lake Street | Cairns Qld 4870

PO Box 6185 | Cairns Qld 4870

P: (07) 40457116 | F: (07) 40457142

E: [Kerri-Ann.R.Hetherington@tmr.qld.gov.au](mailto:Kerri-Ann.R.Hetherington@tmr.qld.gov.au)

W: [www.tmr.qld.gov.au](http://www.tmr.qld.gov.au)



# Request for Quote

## CN-9824 - Weed Management along State Controlled roads in Cook Shire Council for 2018/19

Darryn Higgins  
[dhiggins@cook.qld.gov.au](mailto:dhiggins@cook.qld.gov.au)

The Department of Transport and Main Roads invites offers for the provision of weed management services along state controlled roads in Cook Shire Council for 2018/19 as specified in Section 1 - Requirements.

This Request for Quote (RFQ) process will be governed by the Conditions of Offer contained in Section 2 – Conditions of Submission. Any contract arising from this RFQ process will be governed by the Conditions of Contract contained in Section 3.

The response form contained in Section 4 – Offeror Response has been included to allow Offerors to respond to the RFQ. It is a requirement of the RFQ that the response form be completed and submitted to the Department of Transport and Main Roads by the date and time specified in Section 1 - Requirements.

### Section 1 - Requirements

<b>Description of Goods and/or Services required:</b>	Weed Management along State Controlled roads in Cook Shire Council for 2018/19		
<b>Specifications and/or scope of works:</b>	Weed Management		
<b>Key deliverables and/or milestones:</b>	Completion before 30 June 2019		
<b>Delivery address of Goods and/or Services:</b>	Various		
<b>Delivery period:</b>	1 July 2018 – 30 June 2019		
<b>Insurance requirements:</b>	(a) Workers' Compensation Insurance in accordance with the <i>Workers' Compensation and Rehabilitation Act 2003</i> (Qld); (b) Public Liability insurance for a minimum of \$10 million in respect of each claim		
<b>Liability Cap</b>	Nil		
<b>Evaluation criteria:</b>	Offers received will be evaluated against the following criteria. NA <table border="1"> <tr> <td><b>Evaluation criteria 1:</b></td><td><b>Price</b></td></tr> </table>	<b>Evaluation criteria 1:</b>	<b>Price</b>
<b>Evaluation criteria 1:</b>	<b>Price</b>		
<b>Mandatory requirements:</b>	Nil		
<b>Requirements of submission:</b>	(a) Completion of section 4 – Offeror Response		
<b>Lodgement of submission:</b>	Submit by email to <a href="mailto:CAID_ProcurementFNR@tmr.qld.gov.au">CAID_ProcurementFNR@tmr.qld.gov.au</a>		
<b>Closing Date:</b>	Thursday 28 <sup>th</sup> June 2018 at 3pm		
<b>Offer Validity Period:</b>	30 Days		



<b>Non-Conforming Offers:</b>	Failure to comply with all the requirements of the Request for Quote may result in an Offer being considered non-conforming.
<b>Contact officer:</b>	Amod Rijal, Principal Engineer
	(07) 4045 7230
	<a href="mailto:amod.p.rijal@tmr.qld.gov.au">amod.p.rijal@tmr.qld.gov.au</a>
<b>Confidential Information:</b>	N/A
<b>Complaints Management:</b>	The Customer's Complaint Manager is the Chief Procurement Officer GPO Box 1412 Brisbane Qld 4001 Ph: (07) 3066 1747 E: <a href="#">Chief Procurement Officer</a>

## Section 2 – Conditions of Submission

This RFQ process is governed by the terms of Conditions of Offer version 004 dated 1 July 2012 as detailed at: <http://www.hpw.qld.gov.au/SiteCollectionDocuments/ConditionsOfOffer004.pdf>.

The Conditions of Offer are to be amended as follows: <http://www.tmr.qld.gov.au/business-industry/Business-with-us/Goods-and-services-procurement.aspx>

## Section 3 – Conditions of Contract

The documents that will govern any contract arising from this RFQ process are as set out below:

- (a) Short Form Conditions of Contract for the provision of goods and services version 004 dated 1 July 2012 as detailed at <http://www.hpw.qld.gov.au/SiteCollectionDocuments/ShortFormConditionsContract004.pdf>.

## Section 4 – Offeror Response

<b>Company details:</b>	
Company name	Insert text
ACN/ABN	Insert number
Address	Insert text
Postal Address (if different from above)	Insert text
Contact Officer Name	Insert text
Phone Number	Insert number
Email Address	Insert email address
Fax Number	Insert number
<b>Offer details</b>	<p><b>Note to Offeror:</b></p> <p>Please address the following as outlined in Section 1:</p> <ul style="list-style-type: none"> <li>the requirements of submission</li> <li>each of the Evaluation Criteria</li> </ul> <p>If required, please attach an appendix to this Request for Quote.</p>
<b>Fee / Pricing Information:</b>	Insert text
Price (excl GST)	Insert text
Hourly rate (excl GST)	Insert text
GST Amount	Insert text
Estimate of hours (if relevant)	Insert text
<b>Total Price: (incl of GST)</b>	Insert text
<b>Insurance Details:</b> Professional Indemnity (if specified in Section 1)	Insured Amount: Insert text Policy No: Insert text Insurer: Insert text Name Insured: Insert text Expiry Date: Insert text
Public Liability (if specified in Section 1)	Insured Amount: Insert text Policy No: Insert text Insurer: Insert text Name Insured: Insert text Expiry Date: Insert text
<b>I confirm that I accept the Liability Cap for this engagement :</b>	Yes      No <<if "No", please specify an alternative proposal>>
Other insurances (if specified in Section 1)	Insert text



<b>Warranty details including warranty period and conditions: (if required)</b>	Insert text	
<b>Deviation from the above Specifications: (if applicable)</b>	Insert text	
<b>Departures from the Conditions of Contract (including Special: Conditions if required)</b>	<b>Clause Number</b>	<b>Proposed departures, variations and additions</b>
	insert clause number	insert details of proposed departures / variations / additions
<b>Conflict of Interest and Collusion: (disclose if applicable)</b>	<p><b>Conflict of Interest:</b> Offerors must supply details of any possible conflict of interest that exists or may arise in relation to the making and/or acceptance of their Offer. If there is nothing to declare, please insert "None".</p> <p>Insert text</p> <p><b>Collusion:</b> In submitting its Offer, the Offeror warrants to the Eligible Customer that it fully complies with clause 23.5 of the Conditions of Offer, except as expressly disclosed in this Response Form. The Offeror must disclose the full nature and extent of any agreements with competitors to the Eligible Customer. If there is nothing to disclose, please insert "Nil".</p> <p>Insert text</p>	
<b>Authorisation, Certification and Execution by Offeror</b>	<p>As the authorised officer named below, I certify that in submitting the Offeror's Response on behalf of the Offeror:</p> <p>(a) I have the appropriate authority to authorise the Offeror's Response</p> <p>(b) I have read, understood and complied with the Requirements of the Request for Quote.</p> <p>(c) The enclosed Offeror's Response is a true and accurate account of our offer.</p>	
	<b>Name:</b>	Name
	<b>Signature:</b>	
	<b>Date:</b>	Date

# APPROVAL CONTROL SHEET (FAR NORTH DISTRICT)

<b>DMS Reference</b>	Container # 150/00659		
<b>Request for Approval – Invitation Documentation Endorsement (Sole Justification)</b> CN-9824 - Project D03/D001/429 2018/19 weed management at various locations on state controlled roads in Cook Shire Council.			
<b>INFORMATION</b> This request is for Approval for contract CN-9824 for the 2018/19 weed management at various locations on state controlled roads in Cook Shire Council.  Contract will be offered to Cook Shire Council as: <ul style="list-style-type: none"> <li>- Cook Shire Council are the TMR RMPC road steward for the state controlled roads within the Cook Shire.</li> <li>- Council have extensive knowledge of the local weed problems within the area.</li> <li>- Council can provide significant cost savings to the Department by performing the weed control treatments locally.</li> </ul> Contract value            \$71,500 (inc GST)			
<b>1. CONTENT OWNER/PROJECT MANAGER (Blue Stickers)</b>		<b>SIGNATURE/DATE</b>	
Amod Rijal, Principal Engineer		<div style="border: 1px solid black; padding: 2px; display: inline-block;">not relevant</div> <div style="margin-left: 10px;">21/5/18</div>	
<b>2. REVIEWER – PROCUREMENT DELEGATE (Red Stickers)</b>		<b>SIGNATURE/DATE</b>	
Steve Cutler, Senior Program Support Advisor		<div style="border: 1px solid black; padding: 2px; display: inline-block;">not relevant</div> <div style="margin-left: 10px;">21/5/18</div>	
<b>Comments</b>			
<b>3. ENDORSER – PROGRAM MANAGER (Purple Flags)</b>		<b>SIGNATURE/DATE</b>	
David J Harding-Smith, Program Manager		<div style="border: 1px solid black; padding: 2px; display: inline-block;">not relevant</div> <div style="margin-left: 10px;">24/5/18</div>	



4. DLT/PROGRAM MANAGER ENDORSEMENT/APPROVAL (Yellow Stickers)	SIGNATURE/DATE
Richard Sheedy, Manager - Delivery & Operations	<div data-bbox="1093 232 1273 300" style="border: 1px solid black; padding: 2px;">not relevant</div> <div data-bbox="1273 232 1396 300" style="margin-left: 10px;">24/5/18</div>
<b>Comments</b>          	
5. FINAL APPROVER (Green Stickers)	SIGNATURE/DATE
Sandra Burke, District Director (Far North)	<div data-bbox="1093 696 1232 763" style="border: 1px solid black; padding: 2px;">not relevant</div> <div data-bbox="1232 696 1396 763" style="margin-left: 10px;">25/5/18</div>
<b>Comments</b>          	

**Please return the document to Procurement Team, Floor 4**

# Invitation Documentation Endorsement

## Section 1 – Invitation Information

<b>Invitation name:</b>	2018/19 weed management at various locations on state controlled roads in Cook Shire Council.
<b>Invitation number:</b>	CN-9824
<b>Procurement option selected:</b>	<input checked="" type="checkbox"/> Lite <input type="checkbox"/> Standard <input type="checkbox"/> Combination <input type="checkbox"/> ICT only - Combination using a GITC Customer Contract
<b>Justification of Lite procurement option:</b>	<div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <input checked="" type="checkbox"/> Consistent or routine requirements  <input checked="" type="checkbox"/> Known or established specifications  <input checked="" type="checkbox"/> Known &amp; predictable spend and demand  <input checked="" type="checkbox"/> Known and reliable supply market  <input checked="" type="checkbox"/> Tested in the last six months  <input checked="" type="checkbox"/> Simple supply chain  <input checked="" type="checkbox"/> Assurance of supply  <input checked="" type="checkbox"/> Minimal requirement for specialist advice  <input checked="" type="checkbox"/> Short Form Conditions of Contract are sufficient         </div> <div style="width: 35%;"> <p><b>ICT specific</b></p> <input type="checkbox"/> Does not exceed level 1 QGCIO investment review requirements  <input type="checkbox"/> A standard GITC customer contract is not required   <p><b>Capital Works specific</b></p> <input type="checkbox"/> Small Scale Minor Works  <input type="checkbox"/> Minor Works  <input type="checkbox"/> Minor Works with Design         </div> </div>
<b>Brief Summary of Procurement Option:</b>	Contract CN-9824 was classified as Lite Procurement as: <ul style="list-style-type: none"> <li>- Is estimated at \$71,500 excluding the Express category</li> <li>- Meets the Lite Procurement Characteristics as shown above</li> <li>- Short Form Conditions of Contract are sufficient</li> </ul>
<b>Contact risk classification selected:</b>	<input checked="" type="checkbox"/> Routine <input type="checkbox"/> Leveraged <input type="checkbox"/> Focussed <input type="checkbox"/> Strategic
<b>Contract Risk Classification justification:</b>	Contract CN-9824 is classified as low risk as it is: <b>Routine:</b> <ul style="list-style-type: none"> <li>- Short term or immediate</li> <li>- Transactional in nature</li> <li>- Performance monitoring and relationship management would provide limited benefit</li> <li>- Goods/Services not critical to business operations</li> <li>- Failure of supply would have minimal to no impact on business operations</li> <li>- Supplier could be readily replaced on case of supply failure, with lots of suppliers in the market</li> <li>- No ongoing management of the contract is required</li> <li>- No dedicated contract manager required</li> </ul>
<b>Sole Invitation justification:</b>	Cook Shire Council are the TMR RMPC road steward for the state controlled roads within the Cook Shire.



	Council have extensive knowledge of the local weed problems within the area. Council can provide significant cost savings to the Department by performing the weed control treatments locally.
<b>Indicative Financial Endorsement received or equivalent:</b>	<del>\$71,500</del> (incl GST) 15/05/2018 Darryl Jones, Manager (PP&CM)
<b>Proposed date to be issued to Offeror/s:</b>	29/05/2018
<b>Offeror/s selected to invite:</b>	Cook Shire Council
<b>Are Offeror/s GITC accredited:</b>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/>
<b>Invitation type:</b>	Request for Quote
<b>Invitation method:</b>	Email
<b>Identified Contract Manager</b>	Amod Rijal Principal Engineer Project Planning & Corridor Management
<b>Additional Comments:</b>	Nil
<b>Requesting Officer:</b>	Amod Rijal
<b>Position Title:</b>	Principal Engineer
<b>Contact number:</b>	(07) 4045 7230

## Section 2 – Content Owner Certification

<p>As a Content Owner with the relevant technical knowledge, I certify that:</p> <ul style="list-style-type: none"> <li>the procurement option and supply market selected is appropriate to generate competitive tension in the process</li> <li>the Invitation documentation accurately defines departmental requirements effectively</li> <li>the specification is correct, includes all relevant industry standards and/or requirements and will be understood by the supply market</li> <li>the Invitation will provide value for money for the department.</li> </ul> <p>I am aware of my responsibilities under the probity and accountability provisions of the Queensland Procurement Policy and I acknowledge that I am accountable for this decision.</p>	
<b>Invitation name:</b>	2018/19 weed management at various locations on state controlled roads in Cook Shire Council.
<b>Invitation number:</b>	CN-9824
<b>Name:</b>	Amod Rijal
<b>Position Title:</b>	Principal Engineer
<b>Branch:</b>	Program Delivery & Operations – North QLD District, Far North Region
<b>Additional Comments:</b>	
<b>Signature:</b>	<div style="border: 1px solid black; padding: 5px; display: inline-block;">not relevant</div> <div style="margin-left: 20px;">Date: 22/5/18</div>

## Section 3 – Procurement Delegate Endorsement

As a Procurement Delegate with the appropriate level of delegation, I am satisfied that:

- the procurement option selected is appropriate and sufficient justification has been provided
- the Invitation documentation meets the requirements of the departmental procurement standards
- the evaluation criteria and Conditions of Contract are appropriate for this procurement
- the Invitation method selected is appropriate
- the supplier market selected to invite is appropriate
- the Invitation will provide value for money for the department.

I am aware of my responsibilities under the probity and accountability provisions of the Queensland Procurement Policy and I acknowledge that I am accountable for this decision.

Invitation name:	2018/19 weed management at various locations on state controlled roads in Cook Shire Council.		
Invitation number:	CN-9824		
Name:	Steve Cutler		
Position Title:	Senior Program Support Advisor		
Branch:	Program Delivery & Operations – North QLD District, Far North Region		
Procurement Delegation:	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input checked="" type="checkbox"/> 5		
Additional Comments:			
Signature:	<div style="border: 1px solid black; padding: 2px; display: inline-block;">not relevant</div>		Date: 22/5/18

## Section 4 – Sole Invitation endorsement and approval (for Lite and Combination procurement process only)

### Endorsement - Sole Invitation only - Procurement Delegate

Only a level 5 Procurement Delegate can endorse a Sole Invitation.

As a Procurement Delegate, I endorse that:

- there is a genuine justifiable need for a Sole Invitation to be used (only one supplier, urgency, security, confidentiality and/or sensitivity)
- for procurements over \$551,000 for general goods and/or services or \$7,769,000 for construction International Trade Obligations do not apply
- clear justification for the Sole Invitation
- the Sole Invitation strategy will deliver value for money to the department.

I am aware of my responsibilities under the probity and accountability provisions of the Queensland Procurement Policy and I acknowledge that I am accountable for this decision.



<b>Invitation name:</b>	2018/19 weed management at various locations on state controlled roads in Cook Shire Council.	
<b>Invitation number:</b>	CN-9824	
<b>Name:</b>	Steve Cutler	
<b>Position Title:</b>	Senior Program Support Advisor	
<b>Branch:</b>	Program Delivery & Operations – North QLD District, Far North Region	
<b>Procurement Delegation:</b>	<input checked="" type="checkbox"/> 5	
<b>Additional Comments:</b>		
<b>Signature:</b>	not relevant	Date: 22/5/18

**Approval – Sole Invitation only**  
**General Manager (or equivalent), Regional Director, District Director or Executive Director (RoadTek only)**

As a General Manager/Regional Director or equivalent, I am satisfied that:

- there is a genuine justifiable need for a Sole Invitation to be used (only one supplier, urgency, security, confidentiality and/or sensitivity)
- clear justification for the Sole Invitation
- all conflict of interest declarations have been recorded in the Acknowledgment of Obligations Confidentiality, and Conflict of Interest Deed and **DO NOT** impair my decision
- the Sole Invitation strategy will deliver value for money to the department.

I am aware of my responsibilities under the probity and accountability provisions of the Queensland Procurement Policy and I acknowledge that I am accountable for this decision.

<b>Invitation name:</b>	2018/19 weed management at various locations on state controlled roads in Cook Shire Council.	
<b>Invitation number:</b>	CN-9824	
<b>Name:</b>	Sandra Burke	
<b>Position Title:</b>	District Director	
<b>Branch:</b>	Program Delivery & Operations – North QLD District, Far North Region	
<b>Additional Comments:</b>		
<b>Signature</b>	not relevant	Date: 29/5/18

## Indicative Financial Endorsement – Initial

<b>Date:</b>	15/05/2018
<b>Requesting Officer Name:</b>	Amod Rijal
<b>Position Title:</b>	Principal Engineer
<b>Division and Branch:</b>	Program Delivery & Operations – North QLD Region, Far North District
<b>Phone number</b>	(07) 4045 7230
<b>Purchase value:</b> (incl GST)	\$345,000
<b>Cost Object:</b> (Cost Centre, WBS element, Project code)	D03/D001/429
<b>Funding source:</b>	Operational Expenditure <input type="checkbox"/> Capital Expenditure <input checked="" type="checkbox"/> Combination <input type="checkbox"/>

## Section 1 - Procurement/Purchase Requirement

Management of weeds in Far North district along the state controlled road corridor. Due to the location and easy and quick accessibility to sites, local government are engaged. Environmental officers of local council possess first-hand knowledge about local weeds which can be tackled in cost effective manner. Engaging local councils for this nature of works are not only cost effecting but also creates local employment.

## Section 2 - Financial Delegate Endorsement

*(Note: The Financial Delegate must have budgetary control, as per the Financial Delegations Manual)*

As a Financial Delegate with the appropriate level of delegation, I am satisfied that this request:	
<ul style="list-style-type: none"> <li>• meets departmental requirements</li> <li>• justifies why this procurement activity is required and</li> <li>• budget is available for this purchase.</li> </ul>	
<b>Financial Delegate Name:</b>	Darryl Jones
<b>Position Title:</b>	Manager (Project Planning & Corridor Management)
<b>Branch:</b>	Program Delivery & Operations – North QLD Region, Far North District
<b>Financial Band:</b>	BoM <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input checked="" type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/>
<b>Budget period for expenditure:</b>	1 July 2018 to 30 June 2019 (2018/19 financial year)
<b>Signature:</b>	<div style="display: flex; justify-content: space-between;"> <div> <div style="border: 1px solid black; padding: 5px; width: 150px; text-align: center;">not relevant</div> </div> <div> <b>Date</b> 15/5/18         </div> </div>





## Procurement Request

### New Contract

Contract Description: 2018-2019 Weed Management at various locations on State Controlled Roads in the Cook Shire area

Chainages: Various on State Controlled Roads

All Project Number/s OR Cost Centre: D03/D001/429

Est Contract Value (ex GST) \$ 65,000

Risk Level Low

Opening Type Private

Tender Process Sole - One Supplier

Selection to be based on Qualifications of Contractor

☐ Standing Offer Arrangement

SOA Number:

If Sole Invitee provide Company Name:

Cook Shire Council

Tender Closing Details

Date 25/06/2018

Time 3:00pm

Openings between 9am & 5pm Weekdays

### Contract Type

☒ Infrastructure Works (FRND)

(Road Construction Related)

Contract Type

☐ Goods & Services (GSN)

Contract Type

☐ Engineering Consultants Scheme (ECS)

Contract Type

### Goods & Services Characteristics

(Select One)

☐ Express (Goods & Services)

- ☐ One-off purchase
- ☐ Must be \$25,000 or under (GST inclusive)

☒ Lite (Goods & Services)

- Goods and Services
- ☐ Consistent or routine requirements
  - ☐ Known or established specifications
  - ☐ Known and predictable spend and demand

- Supply Market
- ☐ Known and reliable supply market
  - ☐ Tested in last six months
  - ☐ Simple supply chain
  - ☐ Assurance of supply

- Contractual Requirements
- ☐ Minimal requirement for specialist advice
  - ☐ Short Form Conditions of Contract are sufficient

### Authority to Proceed

Contract Manager Name

Amod Rijal

Signature

Program Manager Name

Peter McNamara

Signature

Print out this form, get the Program Manager to sign & then submit hard copy signed form to the Procurement Team.

### Procurement Team Use Only

Date Received 15.05.18

Date Actioned 16.05.18

Contract No CN-9824

# SHORT FORM - CONDITIONS OF CONTRACT

For the provision of Goods and/or Services

Version 004 –dated 1 July 2012

Released under RTI - DTIR

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**Introduction**

*The Department of Housing and Public Works maintains and publishes the Queensland Government terms and conditions ensuring that any new legal and legislative requirements are incorporated. The terms and conditions are reviewed annually to ensure that the conditions adequately address specific and emerging procurement practices and trends.*

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*Queensland Government Chief Procurement Officer  
Queensland Government Chief Procurement Office  
Department of Housing and Public Works  
GPO Box 123  
Brisbane Qld 4001*

*Further information may be obtained from the Queensland Government Chief Procurement Office at: [www.hpw.qld.gov.au](http://www.hpw.qld.gov.au) under 'Government terms and conditions/Supply and disposal/Government procurement'*

## 1. DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

In the Contract, unless the context otherwise requires, the following definitions will apply:

**"Approved Expenses"** means the Contractor's expenses (if any) which have been approved by the Customer prior to any expenditure being incurred;

**"Confidential Information"** means information of, or supplied by, the Customer, that:

- (a) is by its nature confidential;
  - (b) is designated by the Customer as confidential; or
  - (c) the Contractor knows or ought to know is confidential;
- and includes information:
- (d) comprised in or relating to any Intellectual Property Rights of the Customer;
  - (e) concerning the internal management and structure, personnel, processes and policies, commercial operations, financial arrangements or affairs of the Customer;
  - (f) that is of actual or potential commercial value to the Customer; and
  - (g) relating to the clients or suppliers of the Customer;
- but does not include information that:
- (h) was already in the possession of the Contractor and not subject to an obligation of confidentiality, is lawfully received from a third party or independently developed by the Contractor or is public knowledge other than through a breach of an obligation of confidentiality;

**"Conflict of Interest"** means having an interest (whether personal, financial or otherwise) which conflicts or may reasonably be perceived as conflicting with the ability of the Contractor to perform its obligations under the Contract fairly and objectively;

**"Contract"** means the legally binding contract between the Customer and the Contractor constituted by the Documents specified in clause 2.1;

**"Contract Material"** means any material that is created, written or otherwise brought into existence by or on behalf of the Contractor in the course of performing or carrying out the Contract;

**"Contractor"** means the entity specified in the Contract from whom the Goods and/or Services are being procured;

**"Correctly Rendered Invoice"** means an invoice:

- (a) in which the amount claimed is due for payment in accordance with the Contract;
- (b) in which the amount claimed is correctly calculated in accordance with the Contract;
- (c) which correctly identifies the Goods and/or Services supplied; and
- (d) which, if GST is applicable is a valid tax invoice under the GST Legislation;

**"Customer"** means the State of Queensland or other entity specified in the Contract, who is procuring the Goods and/or Services;

**"Document"** includes:

- (a) any paper or other material on which there is writing;
- (b) any paper or other material on which there are marks, figures, symbols or perforations having a meaning for persons qualified to interpret them;
- (c) any articles or material from which sounds, images or writings are capable of being reproduced with or without the aid of any other articles or device; or
- (d) a document in electronic form;

**"Goods"** means the material, plant, item or equipment specified in the Order (if applicable);

**"GST"** means a goods and services tax imposed by or through the GST Legislation;

**"GST Amount"** means the amount of GST payable in respect of any taxable supply under the Contract, calculated at the rate of GST applicable at the time;

**"GST Legislation"** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any related tax imposition law (whether imposing tax as a duty of customs excise or otherwise) and includes any legislation which is enacted to validate, recapture or recoup the tax imposed by any of such laws;

**"Intellectual Property Rights"** includes all copyright, trade mark, design, patents or other proprietary rights, or any rights to registration of such rights existing in Australia, or elsewhere or as protected by legislation from time to time, whether created before, on or after the commencement date of the Contract, but excludes Moral Rights;

**"Moral Rights"** means the right of integrity of authorship, the right of attribution of authorship and the right not to have authorship falsely attributed, more particularly as conferred by the *Copyright Act 1968* (Cth), and rights of a similar nature anywhere in the world whether existing before, on or after the commencement date of the Contract;

**"Notice"** means a notice in writing which may be given by personal delivery, pre-paid postage or facsimile to the Party's business address or registered office or, except for a notice under clause 15, given by email to a Party's nominated email address;

**"Order"** means an order or any other Document acceptable to the Customer, used to authorise the purchase of the Goods and/or Services by the Customer;

**"Party"** means each of the Customer and the Contractor;

**"Personal Information"** is information or an opinion, including information or an opinion forming part of a database, whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion;

**"Price"** and **"Pricing"** means the itemised prices and/or the price calculated by reference to a schedule of rates payable by the Customer for the Goods and/or Services and is inclusive of packaging, handling, freight, GST, and all other duties, taxes and charges;

**"Records"** means all material including but not limited to books, Documents, information, computer software, equipment, and data stored by any means disclosed, or made available, by the Customer to the Contractor in connection with the performance of the Contract and includes a copy of such material;

**"Services"** means any services specified in the Order (if applicable);

**"Short Form – Conditions of Contract"** means these terms and conditions of Contract.

## 1.2 Interpretation

The following rules apply in interpreting these Short Form - Conditions of Contract, unless the context otherwise requires:

- (a) words importing a gender include the other gender;
- (b) words in the singular include the plural and vice versa;
- (c) all dollar amounts refer to Australian currency;
- (d) a reference to any legislation includes any subordinate legislation made under it and any legislation amending, consolidating or replacing it;
- (e) a reference to an entity, person includes an individual, corporation, partnership or other legal entity;
- (f) a party includes its executors, administrators, successors and permitted assigns;
- (g) "consent" means prior written consent;
- (h) "in writing" means either by letter, email or facsimile;
- (i) a reference to a clause, attachment or annexure is a reference to a clause, attachment or annexure to these Short Form - Conditions of Contract;
- (j) if a day on which an act is to be done is a Saturday, Sunday or public holiday in the place where the act is to be done, the act may be done on the next business day in that place, unless the Parties agree otherwise;
- (k) if any expression is defined, other grammatical forms of that expression will have corresponding meanings, unless the context otherwise requires;
- (l) a reference to a clause is a reference to all of its sub-clauses; and
- (m) a document or agreement or a provision of a document or agreement, is a reference to that document, agreement or provision as amended, supplemented, replaced or novated.

## 2. FORMATION OF CONTRACT

### 2.1 The following Documents will constitute the entire Contract between the Customer and the Contractor:

- (a) the Order;
- (b) these Short Form - Conditions of Contract;
- (c) the Contractor's offer (to the extent accepted under the Order); and
- (d) any other Document, in whole or part, forming part of the Contract, as agreed in writing between the Customer and Contractor.



- 2.2 In the event of any conflict between the Documents specified in clause 2.1, the order of precedence to resolve the conflict will be in the above order.
- 2.3 The Contract supersedes all prior representations, agreements, statements and understandings between the Customer and Contractor, whether oral or in writing relating to the subject matter of the Contract.
- 3. PROVISION OF GOODS AND/OR SERVICES**
- 3.1 The Contractor agrees to supply the Goods and/or perform the Services at or by the time specified in the Order, and if not specified, within a reasonable time having regard to normal commercial practice.
- 3.2 All Goods and/or Services provided by the Contractor to the Customer in accordance with the Contract, unless otherwise specified by the Customer, must comply in all aspects with:
- (a) the terms of the Contract;
  - (b) applicable legislative requirements; and
  - (c) any applicable Government code, policy or guideline; and any current Australian/New Zealand Standard and where an Australian/New Zealand Standard does not exist, the relevant current International Standard (ISO), including any that may be introduced or varied during the Contract, which govern the provision of the Goods and/or Services.
- 3.3 All Goods supplied by the Contractor to the Customer must be in a new and unused condition, of recent origin, unless otherwise specified in the Order.
- 3.4 Risk and title in the Goods (free of all encumbrances and interests) will pass to the Customer upon delivery.
- 3.5 The Contractor must ensure that all Goods and/or Services are of a high quality, professional standard and are fit for purpose.
- 3.6 Without limiting the Contractor's obligations, the Contractor must ensure that any manufacturer's or supplier's warranty that applies to the Goods will be transferred to the Customer, at no cost to the Customer.
- 3.7 The Contractor will be responsible for the supply and/or performance of all personnel and/or equipment, necessary for the proper supply of the Goods and/or performance of the Services.
- 3.8 When supplying the Goods and/or performing the Services, the Contractor must take all measures to protect people and property; avoid unnecessary interference with the passage of people and vehicles; and prevent nuisance and unreasonable noise and disturbance.
- 3.9 The Contractor must comply with any reporting requirements reasonably requested by the Customer during the Contract.
- 4. PRICE AND PAYMENT**
- 4.1 If the Goods and/or Services are provided in accordance with the Contract, the Customer will:
- (a) upon receipt of a Correctly Rendered Invoice, pay the Contractor the Price; and
  - (b) reimburse the Contractor for the Approved Expenses, after the Approved Expenses have been incurred by the Contractor.
- 4.2 The Customer will not be liable to reimburse the Contractor for expenses other than the Approved Expenses, unless the Contractor has obtained the Customer's consent.
- 4.3 Despite clause 4.1, the Customer is not obliged to pay the Contractor for any part of the Goods and/or Services until the:
- (a) Contractor has delivered to the Customer any Goods and/or Services that are due to be delivered; and
  - (b) Customer has certified that the Goods and/or Services specified in the Correctly Rendered Invoice have been supplied and/or performed in accordance with the Contract.
- 4.4 Despite any previous certification in accordance with clause 4.3(b), the Contractor must promptly supply or supply again, any part of the Goods and/or promptly perform or perform again, any part of the Services, certified by the Customer as not having been supplied and/or performed in accordance with the Contract. The Customer may, without limiting any other rights it may have, defer payment for that part of the Goods and/or Services until the Customer is satisfied that the Goods and/or Services have been supplied or supplied again and/or performed or performed again, in accordance with the Contract.
- 4.5 Upon receipt of a Correctly Rendered Invoice, the Customer may require the Contractor to provide additional information or documentary evidence to enable the Customer to determine whether or not an amount is payable.
- 4.6 Unless otherwise agreed between the Customer and the Contractor, the Customer will make payment within 30 days after the Contractor has submitted to the Customer a Correctly Rendered Invoice. If additional information or evidence, required by the Customer in accordance with clause 4.5, is accepted by the Customer, payment will be made, 30 days after receipt of the additional information or evidence.
- 4.7 The Customer may pay a Correctly Rendered Invoice by either corporate credit card, of a type accepted by the Contractor, or by an electronic facility.
- 4.8 The Contractor must not charge, or pass on to, the Customer any fees, costs or charges associated with the use of the corporate credit card or electronic facility.
- 5. GST**
- 5.1 The Price is inclusive of GST and:
- (a) the Customer is not required to pay a GST Amount in addition to the Price; and
  - (b) the Contractor must remit the GST Amount to the Commissioner of Taxation in accordance with the GST Legislation.

- 5.2 Where the amount of GST collected by the Contractor under the Contract differs, for any reason, from the amount of GST paid or payable by the Contractor to the Commissioner of Taxation, including but not limited to:
- (a) an amendment to the GST Legislation;
  - (b) the issue of a ruling or advice by the Commissioner of Taxation;
  - (c) a refund of GST to the Contractor in respect of any supply made under the Contract; or
  - (d) a decision of any tribunal or court;
- then the Contractor must issue an appropriate GST adjustment note and the difference must be paid by or to the Customer as the case may be.
- 6. CONFLICT OF INTEREST**
- 6.1 The Contractor warrants that, to the best of its knowledge, as at the commencement date of the Contract neither the Contractor nor any of its officers, employees, agents or sub-contractors have, or are likely to have a Conflict of Interest in the performance of the Contractor's obligations under the Contract.
- 6.2 If a Conflict of Interest or risk of Conflict of Interest arises during the term of the Contract (without limitation, including work undertaken by the Contractor for any entity other than the Customer), the Contractor must immediately give Notice of the Conflict of Interest, or the risk of it, to the Customer.
- 7. INTELLECTUAL PROPERTY RIGHTS AND MORAL RIGHTS**
- 7.1 Title to, and Intellectual Property Rights in, all Contract Material will, upon its creation, vest in the Customer, unless otherwise specified in the Order.
- 7.2 If the Contractor is an individual, the individual consents to any act or omission done by the Customer in the exercise of the Intellectual Property Rights in the Contract Material granted under the Contract that might otherwise constitute an infringement of the individual's Moral Rights.
- 7.3 If the Contractor engages an individual, whether an employee, sub-contractor or volunteer, to perform work under the Contract, the Contractor must, prior to allowing that individual to commence work in respect of the Goods and/or Services, obtain from that individual who is to create Contract Material:
- (a) all consents, permissions and assignments necessary to enable the Customer to exercise the Intellectual Property Rights granted under the Contract in full, without impediment or cost to the Customer; and
  - (b) without limiting clause 7.3(a), a consent from the individual to any act or omission by the Customer in the exercise of the Intellectual Property Rights in the Contract Material granted under the Contract that might otherwise constitute an infringement of the person's Moral Rights.
- 8. CONFIDENTIALITY AND PERSONAL INFORMATION**
- 8.1 The Contractor must not, and must ensure that its officers, employees, agents and sub-contractors do not, use or disclose Confidential Information to any person for any purpose other than to provide the Goods and/or Services, in accordance with the Contract.
- 8.2 If the Contractor collects or has access to Personal Information in order to provide the Goods and/or Services, the Contractor must:
- (a) if the Customer is an "agency", other than the "health department", within the meaning of the *Information Privacy Act 2009* (Qld), comply with Parts 1 and 3 of Chapter 2 of that Act in relation to the discharge of its obligations under the Contract as if the Contractor was the Customer; and
  - (b) if the Customer is the "health department" within the meaning of the *Information Privacy Act 2009* (Qld), comply with Parts 2 and 3 of Chapter 2 of that Act in relation to the discharge of its obligations under the Contract, as if the Contractor was the Customer.
- 8.3 The Contractor must return all Records to the Customer upon completion or termination of the Contract.
- 9. SECURITY AND ACCESS**
- 9.1 The Contractor must, and must ensure that its officers, employees, agents and/or sub-contractors, when entering upon the Customer's premises, dealing with the Customer's employees or members of the public, or using the Customer's facilities, equipment or resources, comply with all applicable rules, policies, standards, codes of conduct, directions and procedures of the Customer, including those relating to security, workplace health and safety and appropriate use of information and communication technology in a like manner as if they were employees of the Customer.
- 10. LIABILITY**
- 10.1 The liability of a Party under the Contract to the other Party for loss or damage sustained, will be reduced proportionately to the extent that the loss or damage was caused or contributed to by the other Party's negligence, unlawful act or omission and/or failure to comply with its obligations and responsibilities under and/or in connection with the Contract or otherwise at law.
- 10.2 The liability of a Party arising under and/or in connection with the Contract, will exclude any liability for loss of profit, revenue, goodwill or business opportunities, damage to reputation and any indirect or consequential loss.
- 10.3 The liability of a Party arising under and/or in connection with the Contract, will, except in relation to liability:
- (a) for personal injury (including sickness, injury, death);
  - (b) for loss of, or damage to, tangible property;
  - (c) a breach of the Intellectual Property Rights and Moral Rights in accordance with clause 7; or



(d) under an indemnity provided by the Contractor in accordance with clause 11, be limited to three (3) times the Contract Price.

10.4 Each Party must use all reasonable endeavours to mitigate its loss, damage and any expenses arising under and/or in connection with a breach of the Contract, or in tort, or for any other common law or legislative cause of action arising under and/or in connection with the Contract.

10.5 Despite any other provision of the Contract, but subject to compliance with clause 12.5, the Contractor's liability under the Contract (including but not limited to any liability under this clause 10 and liability to indemnify in accordance with clause 11) is limited to the extent necessary to comply with a scheme that is in force and applies to the Contractor under the *Professional Standards Act 2001* (Qld).

## 11. INDEMNITY

11.1 In this clause 11:

"claim" includes any claim, action, proceeding, demand, liability, obligation, costs (including legal costs), losses, damages and expenses, including those arising out of the terms of any settlement.

11.2 The Contractor releases, discharges and indemnifies the Customer and each of its officers and employees ("the Indemnified Persons") from and against any claim which may be brought against or made upon or incurred by any of them in connection with any:

- (a) negligent or unlawful act or omission of the Contractor, its officers, employees, agents or sub-contractors;
- (b) breach of the Contract by the Contractor;
- (c) contravention of any legislative requirements by the Contractor, its officers, employees, agents or sub-contractors; or
- (d) infringement by the Contractor, its officers, employees, agents or sub-contractors of the Intellectual Property Rights or Moral Rights of any third party,

except to the extent the claim is due to the negligent or unlawful act or omission of the Indemnified Persons.

## 12. INSURANCE

12.1 The Contractor warrants that it will hold and maintain for the duration of the Contract the following insurances to cover its obligations under the Contract:

- (a) Workers' Compensation insurance in accordance with the *Workers' Compensation and Rehabilitation Act 2003* (Qld);
- (b) Public Liability insurance for a minimum amount of \$10 million in respect of each claim unless otherwise specified in the Order; and
- (c) any other insurances as specified in the Order.

12.2 The insurances must be effected with an insurer that is authorised and licensed to operate in Australia.

12.3 The Contractor must, if requested by the Customer, promptly provide a certificate of currency for each insurance policy.

12.4 The Contractor warrants if it is a participating member of a scheme approved under the *Professional Standards Act 2004* (Qld) that it will hold and maintain the minimum level of insurance applicable to the scheme.

12.5 If the Contractor is a member of a scheme approved under the *Professional Standards Act 2004* (Qld), the Contractor must provide a copy of the applicable scheme to the Customer, prior to the commencement of the Contract.

## 13. LICENSING REQUIREMENTS

13.1 The Contractor warrants that it will hold and maintain all requisite licenses, permits, permissions and/or authorities necessary for the provision of the Goods and/or Services.

13.2 The Contractor must, if requested by the Customer, provide evidence of compliance with its obligations under this clause, to the satisfaction of the Customer.

## 14. VARIATION

14.1 The Contract may only be varied by written agreement between the Customer and Contractor. The Customer and Contractor must act reasonably in deciding whether to agree to a variation, as requested by the other Party.

## 15. BREACH AND TERMINATION

15.1 The Customer may terminate the Contract, in whole or in part, for convenience by giving 30 days prior Notice or such other reasonable period determined by Customer, to the Contractor.

15.2 If the Contract is terminated in accordance with clause 15.1:

- (a) the Contractor must, following receipt of that Notice from the Customer, immediately take all steps necessary to minimise the loss suffered by the Contractor as a result of the termination, including taking all reasonable steps to prevent or minimise its liabilities to its contractors and/or sub-contractors;
- (b) subject to clause 15.2 (c), the Customer must pay to the Contractor the fees and expenses reasonably incurred by the Contractor in carrying out the Contract to the date of termination together with any costs and expenses reasonably incurred by the Contractor by reason of termination; and
- (c) the Customer will not be liable for payment to the Contractor for any compensation relating to loss of profit, revenue, goodwill or business opportunities, damage to reputation or indirect or consequential loss or any other reason in relation to termination nor will the Customer be liable for payment to the Contractor for any amount greater than the amount that the Customer would have paid to the Contractor had the Contract been completely performed.

- 15.3 Without limiting clause 15.5, where the Contractor commits any breach of the Contract, the Customer may by Notice, require the Contractor to show cause by the date specified in the Notice, why the Customer should not terminate the Contract.
- 15.4 If the Contractor fails to show reasonable cause by the date specified in the Notice, then the Customer is entitled, upon Notice to the Contractor, to terminate the Contract.
- 15.5 The Customer may immediately terminate the Contract by Notice to the Contractor if:
- (a) the Contractor gives Notice in accordance with clause 6.2 or the Customer otherwise identifies a Conflict of Interest;
  - (b) the Customer is satisfied that the Contractor has breached any part of clause 8.1 or 8.2;
  - (c) the Contractor breaches any part of clause 12 or 13;
  - (d) the Customer is satisfied that the Contractor has breached any part of clause 16.1;
  - (e) the Contractor:
    - (i) becomes insolvent or bankrupt or being a company goes into liquidation or has instituted against it any action or proceeding which has an object or may result in bankruptcy or liquidation;
    - (ii) has a receiver or a receiver and manager appointed or a mortgagee goes into possession of any of its assets or becomes subject to any form of external administration;
    - (iii) enters into an arrangement with its creditors or otherwise takes advantage of any laws in force in connection with insolvent debtors; or
    - (iv) is wound up, voluntarily or involuntarily; or
  - (f) the Contractor indicates that it is unable or unwilling to complete the Contract.
- 15.6 If the Customer terminates the Contract in accordance with clause 15.4 or 15.5, the termination is without prejudice to any rights of the Customer under the Contract or at common law, including the right to claim damages for breach of the Contract.
- 16. GENERAL PROVISIONS**
- 16.1 COMMISSIONS, INCENTIVES AND COLLUSION**
- Commissions and Incentives**
- 16.1.1 The Contractor must not, and must ensure that its officers, employees, agents and/or sub-contractors do not, give or offer anything to the Customer or any officer or employee of the Customer, or to a parent, spouse, child or associate of an officer or employee of the Customer, including any commission, inducement, gift or reward, which could in any way tend or be perceived as attempting to influence the Customer's actions in relation to the Contract.
- 16.1.2 If the Customer discovers at any time during the contract term that the Contractor has breached clause 16.1.1, the Customer may, in addition to any other action, elect to terminate the Contract in accordance with clause 15.5(d).
- Collusion**
- 16.1.3 The Contractor warrants to the Customer that its offer was not prepared (and any variations to the Contract will not be prepared) with any consultation, communication, contract, arrangement or understanding with any competitor (including a contractor under a similar contract).
- 16.1.4 The Contractor acknowledges that the Customer has entered into the Contract in reliance of the warranties in clause 16.1.3.
- 16.1.5 If the Contractor breaches clause 16.1.3, without limiting its rights under the Contract, the Customer may:
- (a) deduct from any moneys due to the Contractor under the Contract, an equivalent sum as an amount due from the Contractor to the Customer; and
  - (b) at its discretion terminate the Contract and claim damages for breach of the Contract.
- 16.2 Relationship of the Parties**
- 16.2.1 The relationship of the Parties under the Contract is one of principal and contractor and the Contractor is not by virtue of the Contract in partnership or joint venture with the Customer and must not represent itself or allow itself to be represented as a partner or joint venturer, officer or employee of the Customer.
- 16.3 No Advertising**
- 16.3.1 The Contractor must not, and must ensure that its officers, employees, agents and sub-contractors do not make any public announcement or advertisement in any medium in relation to the Contract without the consent of the Customer.
- 16.4 Waiver**
- 16.4.1 Any failure by a Party at any time to enforce a clause of the Contract, or any forbearance, delay or indulgence granted by a Party to the other will not constitute a waiver of the Party's rights.
- 16.4.2 No provision of the Contract will be deemed to be waived unless that waiver is in writing and signed by the waiving Party.
- 16.4.3 A waiver by a Party of a breach of any part of the Contract will not be a waiver of any subsequent breach of the same part nor a waiver of a breach of any other part.
- 16.5 No Assignment or Sub-contracting**
- 16.5.1 The Contractor must not assign, in whole or in part, its obligations or interest in the Contract or sub-contract the provision of any Goods and/or Services pursuant to the Contract, without the consent of the Customer.



**16.6 Governing Law**

- 16.6.1 This Contract is governed by and construed in accordance with the laws of Queensland and the Parties submit to the non-exclusive jurisdiction of the courts of Queensland.
- 16.6.2 Notwithstanding clause 16.5.1, the Parties agree to exclude the application of the *Sale of Goods (Vienna Convention) Act 1986* to the Contract to the fullest extent permitted by law.

**16.7 Severability**

- 16.7.1 If any part of the Contract is determined to be invalid, unlawful or unenforceable for any reason then that part, to the extent of the invalidity, unlawfulness or unenforceability, will be severed from the rest of the Contract and the remaining terms and conditions will continue to be valid and enforceable to the fullest extent permitted by law.

**16.8 Further Assistance**

- 16.8.1 The Contractor must do all things reasonably required by the Customer to give effect to the Contract.

**16.9 Disclosure by Customer**

- 16.9.1 The Contractor acknowledges that the Customer, its officers, employees, agents and sub-contractors may use and disclose any of the information provided by the Contractor about the Contractor, the Contract or the Goods and/or Services to Queensland Government departments or agencies, Queensland Government Bodies, Non-Government Organisations and/or the Commonwealth, States or Territories for any purpose in connection with the administration of the Contract.

**16.10 Right to Information and Disclosure**

- 16.10.1 The *Right to Information Act 2009* (Qld) (RTI Act) provides members of the public with a legally enforceable right to access documents held by Queensland Government agencies.
- 16.10.2 The RTI Act requires that documents be disclosed upon request, unless the documents are exempt or on balance, disclosure is contrary to the public interest.
- 16.10.3 Information relating to the Contract is potentially subject to disclosure to third parties.
- 16.10.4 If disclosure under the RTI Act, and/or general disclosure of information provided by the Contractor in connection with the Contract, would be of concern to the Contractor, because it would disclose trade secrets, information of commercial value, the purpose or results of research or other information of a confidential nature, this should be indicated by the Contractor at the time of disclosing the information to the Customer. The Customer cannot guarantee that any information provided by the Contractor will be protected from disclosure under the RTI Act.
- 16.10.5 Despite any other provision of the Contract, the Customer is entitled to publish on the Department of Housing and Public Works' website: [www.hpw.qld.gov.au](http://www.hpw.qld.gov.au) under 'Supply and disposal/Tenders and contracts'; or by any other means, the following details:
- (a) the name and address of the Customer;
  - (b) a description of the Goods and/or Services;
  - (c) Contract commencement date or award date;
  - (d) value of the Contract;
  - (e) name and address of the Contractor;
  - (f) procurement method used; and
  - (g) where the total value of the Goods and/or Services is \$10 million or more, the Customer is entitled to publish the following additional information:
    - (i) Invitation details;
    - (ii) Contract overview; and
    - (iii) reasons for non-disclosure of procurement results (if applicable).

**17. CLAUSES TO SURVIVE TERMINATION**

- 17.1 The following clauses will survive termination or expiration of the Contract:
- clause 1 - Definitions and Interpretation;
  - clause 7 - Intellectual Property Rights and Moral Rights;
  - clause 8 - Confidentiality and Personal Information;
  - clause 10 - Liability;
  - clause 11 - Indemnity;
  - clause 12 - Insurance;
  - clause 16.3 - No Advertising;
  - clause 16.4 - Waiver;
  - clause 16.6 - Governing Law;
  - clause 16.9 - Disclosure by Customer; and
  - clause 16.10 - Right to Information and Disclosure.

# Record of Quotes and Evaluation

<b>Request for Quote number:</b>	CN-9824
<b>Indicative Financial Endorsement (inc GST) :</b>	\$71,500 16/05/2018

## Section 1 – Details of Quotes Obtained

Offer Details	Offeror Name	Offeror Name	Offeror Name
Offerors Name	Cook Shire Council		
ACN/ABN	45 425 085 688		
Street Address	10 Furneaux Street, Cooktown, QLD, 4895.		
Postal Address (if different from street address)	PO Box 3 Cooktown, QLD, 4895.		
Contact Name	Cathy Johnson		
Phone Number	4069 5444		
Email Address	cjohnson@cook.qld.gov.au		
Fax Number			
<b>Goods and/or Services Details:</b> (note if different from description of requirement above)	Weed management on state controlled roads in Cook Shire.		
Price (incl GST)	\$71,500		
<b>Or</b>			<b>Or</b>
Hourly rate (incl GST)			
GST amount	\$6,500		
Estimate of hours			
<b>Total Price:</b> (incl of GST)	\$71,500		
<b>Delivery / Engagement period:</b>	01/07/2018 to 30/6/2019		
<b>Delivery Address:</b>	various on state controlled roads		
<b>Insurance Details:</b> (e.g. Professional Indemnity, Public Liability, WorkCover (if applicable))	Insurer: Queensland Local Government Mutual Liability Pool Policy No: COOK000018 Expiry Date: 30 June 2019	Insurer: Insurer Policy No: Policy No. Expiry Date: Expiry Date Insured Amount: \$amount	Insurer: Insurer Policy No: Policy No. Expiry Date: Expiry Date Insured Amount: \$amount



	Insured Amount: \$600,000,000 Professional Indemnity: \$ Public Liability: \$		
<b>Scoring and Comments:</b> (provide comments on each of the offer/s, detailing the evaluation process / criteria used – as detailed in the Invitation Documentation Endorsement)	N.A. <b>Comments:</b> Sole invitee	insert scoring and comments for the above evaluation criteria <b>EC1 –</b> <b>EC2 –</b> <b>EC3 –</b>  <b>Comments:</b>	insert scoring and comments for the above evaluation criteria <b>EC1 –</b> <b>EC2 –</b> <b>EC3 –</b>  <b>Comments:</b>
<b>Negotiation:</b> (provide comments on the offer/s that were negotiated, including savings and benefits i.e. offered price vs negotiated price)	Initial quote was \$86,613. The negotiation was done without compromising on the estimate of works and the quality, it was agreed to \$65,000 (Ex GST)	insert text	insert text
<b>Total Weighted Score:</b>	N.A. – Sole invitee.		
<b>Recommendation and Justification:</b> (list the successful offeror and why)	Recommended Offeror:	Cook Shire Council	
	Justification:	Cost savings and efficiency	
	Contract period:	12 months	
	Contract value (incl GST):	\$71,500	
	Contract commencement date:	01 July 2018	
	Contract end date:	30 June 2019	
	Payment terms: (if applicable)	NA	
	Payment plan: (if applicable)	NA	
	Departures (if applicable)	NA	

## Section 2 – Savings and Benefits

Savings and Benefits Achieved	
<b>Target Savings and Identified Benefits</b> * Please note if this is hard	Cook Shire Council provide weed management services at better than market rate costs using internal staff and will deliver the works on state controlled roads effectively and efficiently.

dollar saving or cost avoided * If available include method used to calculate	
<b>Current/Forecast Quantity or Volume</b>	Annual service as required depending on severity of infestations.

## Section 3 – Procurement Delegate Endorsement

<p>As a Procurement Delegate with the appropriate level of delegation, I am satisfied that this request:</p> <ul style="list-style-type: none"> <li>meets the requirements of the departmental procurement procedures</li> <li>will provide value for money for the department</li> </ul> <p>I am aware of my responsibilities under the probity and accountability provisions of the Queensland Procurement Policy and I acknowledge that I am accountable for this decision.</p>	
<b>Invitation Number:</b>	CN-9824
<b>Name:</b>	insert text
<b>Position Title:</b>	insert text
<b>Branch:</b>	insert text
<b>Procurement Delegation:</b>	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5
<b>Signature:</b>	<div></div> <div>Date: DD/MM/YYYY</div>

## Section 4 – Financial Delegate Endorsement

<p>As a Financial Delegate with the appropriate level of delegation, based on the information provided I am satisfied that:</p> <ul style="list-style-type: none"> <li>the expenditure is for authorised purposes and is necessary for the proper conduct of departmental business.</li> <li>the works or services acquired are included in an approved program, project or budget.</li> <li>the expenditure represents value for money, having considered all reasonable options available for achieving the desired purpose.</li> <li>i have budgetary control for the specific type of expenditure within the relevant division, branch, program or cost centre, or have written authority to act on behalf of the officer who does, and funds are available for the purchase.</li> <li>the amount for the endorsement is the total price including GST payable and any other relevant charges e.g. delivery.</li> <li>i am an impartial party in the transaction.</li> </ul> <p>I am aware of my responsibilities under the <i>Financial Accountability Act 2009</i> and I acknowledge that I am accountable for this decision.</p>	
<b>Invitation Number:</b>	CN-9824
<b>Name:</b>	insert text
<b>Position Title:</b>	insert text
<b>Branch:</b>	insert text
<b>Financial Band</b>	<input type="checkbox"/> ELT <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 7
<b>Signature:</b>	<div></div> <div>Date: DD/MM/YYYY</div>



## Section 5 – Panel Chair Approval

As the Panel Chair, I am satisfied that:

- evaluation conducted with the highest standards of probity and official conduct
- evaluation criteria have been met
- clearly justifies why the Offeror was selected
- provides value for money for the department
- negotiations have been held (if required) with shortlisted and/or recommend suppliers.

I am aware of my responsibilities under the probity and accountability provisions of the Queensland Procurement Policy and I acknowledge that I am accountable for this endorsement.

Invitation number:	CN-9824	
Name:	Amod Rijal	
Position Title:	Principal Engineer	
Branch:	Project Planning and Corridor Management, Far North	
Signature:		Date: DD/MM/YYYY





# **Cook Shire Council**

## **Roadside weed spraying**

### **CN-9824**

### **Final report**

Released under RTI/DTMR

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## Introduction

The Main Roads network arguably provides the primary mechanism of weed spread within the Cook Shire local government area. This is evident by the density and diversity of weed species found on the Mulligan Highway and Peninsula Development Rd (PDR) when compared to adjoining Council roads. Limited funding requires Council to carefully select the species and locations treated. Similar to previous years two species, both Weeds of National Significance or WONS, were selected as the focus of control activities. These were gamba grass (*Andropogon gayanus*), a species with the potential to cause landscape wide changes to ecosystems as a result of intense fires, and rubber vine, a rapidly spreading vine capable of smothering native vegetation, preventing fauna from accessing water courses and exacerbating erosion.

In addition to works targeted at gamba grass and rubber vine opportunistic spraying of other species was undertaken within the scope of the roadside weed management contract. These species were sicklepod (*Senna obtusifolia*), calotrope (*Calotropis procera*), panicle jointvetch (*Aeschynomene paniculata*) and thatch grass (*Hyparrhenia rufa*).

Works targeting sicklepod have been reduced over past years due to widespread distribution and abundance across the Peninsula however efforts are made to keep the species from seeding in areas, such as the Morehead River rest area, known to be frequented by tourists. Calotrope is treated in the Lakeland area concurrent with rubber vine treatment to reduce the potential for vehicular spread of seed. Panicle jointvetch is targeted during gamba grass treatment through Sudley Station at the request of the landholder in addition to work on an isolated infestation on roadside south of the Morehead River undertaken at the request of Biosecurity Queensland.

The emergence of thatch grass has been mentioned in previous reports. The most prominent infestation within the Cook Shire local government area on the PDR through Merluna and Picaninny Plains is now one of many. Biosecurity Services has treated several sites on the Mulligan Highway for thatch grass and has identified several more, particularly in areas recently sealed, such as south of Coen. This species is of increasing concern however the present funding does not allow adequate treatment to be undertaken.

## Objectives

Objectives of the 2018/19 Main Roads Roadside Spraying program were:

1. Identification and treatment of all rubber vine on road reserve on both the Mulligan Highway and Peninsula Development Road.
2. Identification and treatment of all gamba grass located on TMR road reserve within the Cook Shire local government area. Where the density of stands prevented treatment to the road reserve boundary a buffer > 5 metres from the carriageway to be maintained.
3. Collection of accurate and detailed GIS data.
4. Provision of cost effective and high quality services to the Department of Transport and Main Roads.



## Synopsis of 2018/19 works

Works commenced on the 17<sup>th</sup> December 2018. Rubber vine was the first species targeted and this component of the contract continued until the 8<sup>th</sup> March 2019 with 11 days expended in total. Several factors influenced the length of time taken to complete rubber vine treatment including fall of the holiday period, inclement weather and staffing issues.

It was again evident that infestations on the PDR are not showing any improvement in density because of large stands of rubber vine located on private property neighbouring road reserve. Despite this there was a decrease in the number of individual plants treated and herbicide used in 2018/19; 6,222 plants treated in 2017/18 and 4,723 treated in 2018/19; 205 litres of Access and diesel used in 2017/18 and 146 litres of Access and diesel in 2018/19. A slight increase in the number of calotrope plants treated was also recorded; 26 plants treated in 2017/18 and 35 treated in 2018/19. This was likely due to several calotrope plants being identified and treated under the south Laura bridge.

Treatment of gamba grass on the Mulligan Highway, Endeavour Valley Rd and PDR near Lakeland commenced on the 26<sup>th</sup> March. A total of three days were required to conduct the initial treatment with approximately 450 litres of glyphosate used. Some follow up treatment was conducted on the Mulligan Highway and PDR near Lakeland in May.

In response to a request from Queensland Parks and Wildlife three isolated infestations of thatch grass on the Mulligan Highway adjoining the Annan River National Park were treated. A follow up inspection of the Mulligan Highway identified additional infestations further south, approximately 500 metres north of the Black Mountain National Park boundary. This area was also treated however the infestation has spread onto private property and will likely require repeat treatment.

Treatment of the main infestation of gamba grass on road reserve through Sudley Station was unable to commence until the 21<sup>st</sup> April 2019 because the PDR was closed to traffic and TMR refused Council a permit to travel prior to this date. A total of 12 full days was allocated by Biosecurity Services to this component of the program and the Napranum Rangers provided a further three days of support between the 30<sup>th</sup> April and 3<sup>rd</sup> May 2019. A total of 15,100 litres of glyphosate was used to treat a 35 kilometre stretch of road. Substantial improvements in the density of gamba grass on road reserve outside the homestead and north to Myall Creek are evident compared to past years. However, similar to the situation with rubber vine, across the majority of the site there has been little improvement in the time required to treat the infestation because of the requirement to treat new growth emerging from seed originating on private land. A strategy to address this issue has been developed and will be discussed later in the report.

Biosecurity Services contracted Wunthulpu Aboriginal Rangers to treat the gamba grass infestation located on the PDR through Yarraden Station. The work was undertaken on the 6<sup>th</sup> May 2019 with 131 individual tussocks treated.

## Mapping

GIS data was collected throughout the course of the contract. As with previous years all three ESRI feature classes were used to collect data. The point feature class was used to represent an area < 16

m<sup>2</sup> with up to 20 plants of a particular species present. The polygon feature class was used to represent species with a density higher than 20 plants/16 m<sup>2</sup>, typically sicklepod and isolated thatch and gamba grass infestations.

The line feature class was used specifically for gamba grass as a result of the density and length of the infestation. It is not possible to map around these stands nor would it provide data representative of the infestation on the ground. Additionally, given the length of the area treated (along 35 kilometres of road), it is difficult for a team of two to treat and map in detail the entire infestation. The line feature class represents the track taken by the vehicle while a second operator walked behind and to the sides treating gamba grass.

For the purposes of simplicity the point and line feature classes have been converted to polygons and bundled in a .mpk file for transfer to TMR.

## Results

For the second year in succession Biosecurity Services was able to complete treatment of rubber vine across the full extent of TMR road reserve within the Cook Shire local government area. This is largely a result of intensive control over the past four years. As is evident in windows 3 and 4 of Figure 1, in areas close to Lakeland where there are not extensive stands of the species on adjacent land, control works have largely eliminated the need for treatment. This result has reduced the hours required to complete this aspect of the contract however surveys are still required to confirm absence.

Unfortunately, the improvement is negligible or non-existent in areas where the species forms a near monoculture along the boundary with the PDR (see windows 1 and 2 in Figure 1). Seed drifting from these infestations is germinating necessitating annual treatment to prevent a reversion to the density of rubber vine present prior to 2016.

Part Refuse Sch.4 Part 4 s.4(1)(a) Opinion/advice/recommendation for deliberative processes of government

Substantial improvements in the density and distribution of gamba grass through sections of Sudley Station are becoming particularly evident. Although the situation with seed drift is similar to rubber vine between Lakeland and Laura, 3-4 metre tall stands of gamba grass in close proximity to the roadside are no longer present and in most cases the buffer from the carriageway is > 10 metres. The Sudley Station gamba grass component of the contract still requires the largest percentage of the total funding provided by TMR. This is unlikely to change in the foreseeable future because of the cost of working remotely and seed drift.

With regards to thatch grass, the species is an emerging threat that is spreading rapidly across the TMR network. At present Biosecurity Services does not have a clear picture of the full extent of the

species across the network; it is our intention to allocate some time to mapping the distribution of high biomass grasses (HBG) across the road network in the coming months. These surveys are intended to aid future planning by identifying where various HBGs are isolated and treatment will have the greatest effect. Given the above treatment of thatch grass on the Mulligan Highway under the 2018/19 contract were Band-Aid measures at best.

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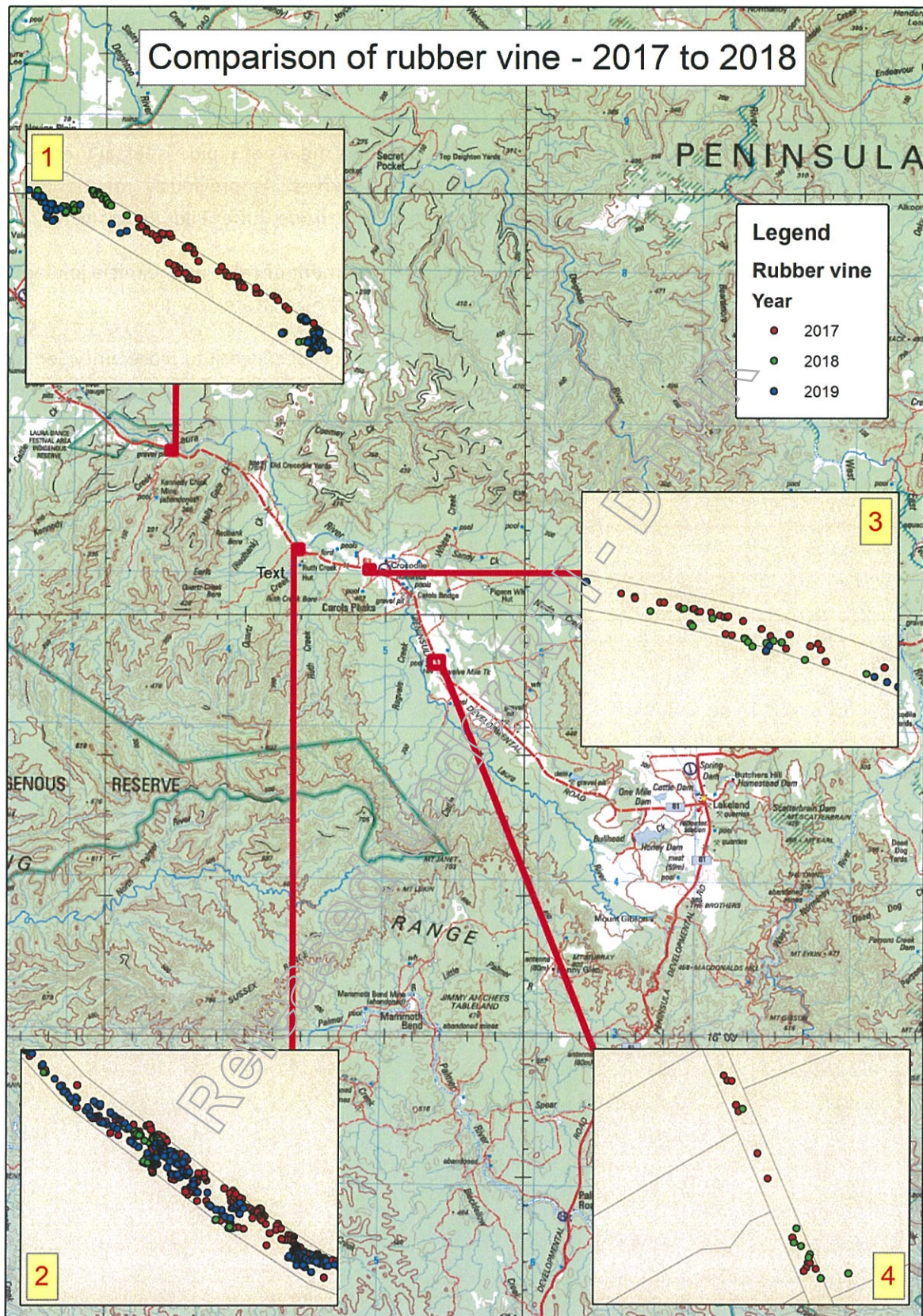


Figure 1: Comparison of rubber vine 2017-2019

## **Proposed program for 2019-2020**

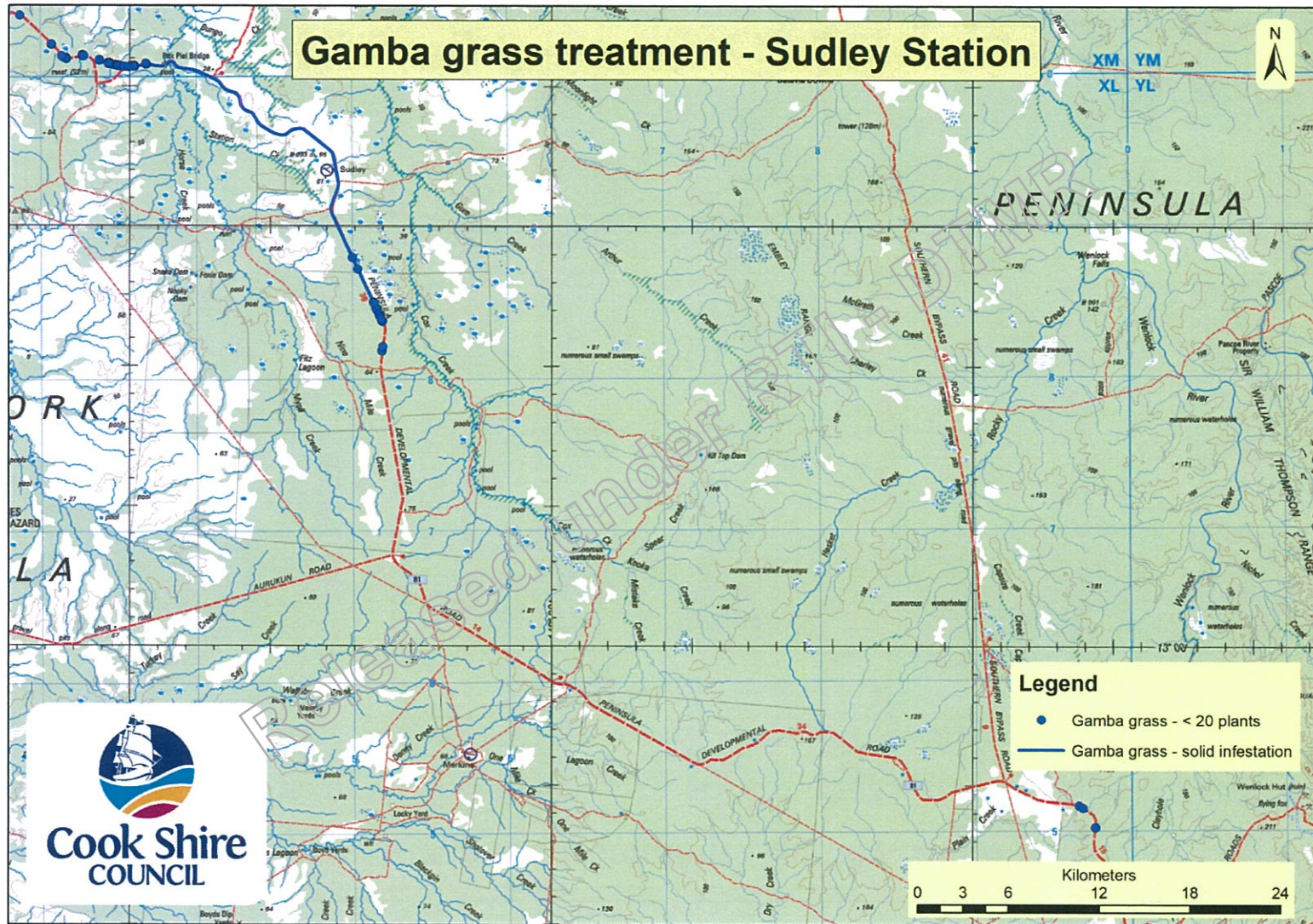
The proposed program for 2019-2020 will largely replicate that undertaken in the current financial year. Both gamba grass and rubber vine are WONs that pose a quantifiable threat to Cape York Peninsula ecosystems and Biosecurity Services have assigned high priority to containment of these species. As spread along the road network is the most probable means of rapid dispersal the goal of containment must involve intensive control across road reserves. As previously mentioned, to complement this strategy Biosecurity Services have drafted a Roadside Buffer Pilot Program.

In addition to the above, the 2019/20 contract will include treatment of calotrope, panicle jointvetch and sicklepod either opportunistically or where management has high strategic value.

Finally, the rapid spread of thatch grass across the road network is of concern to Biosecurity Services and landholders. To date, Picanniny Plains have been particularly vocal regarding the threat this species poses to the savannah grasslands on their conservation reserve. In the coming year Biosecurity Services intend to place greater emphasis on determining the distribution of thatch grass, identifying where treatment will be most effective and allocating resources to try and contain spread.

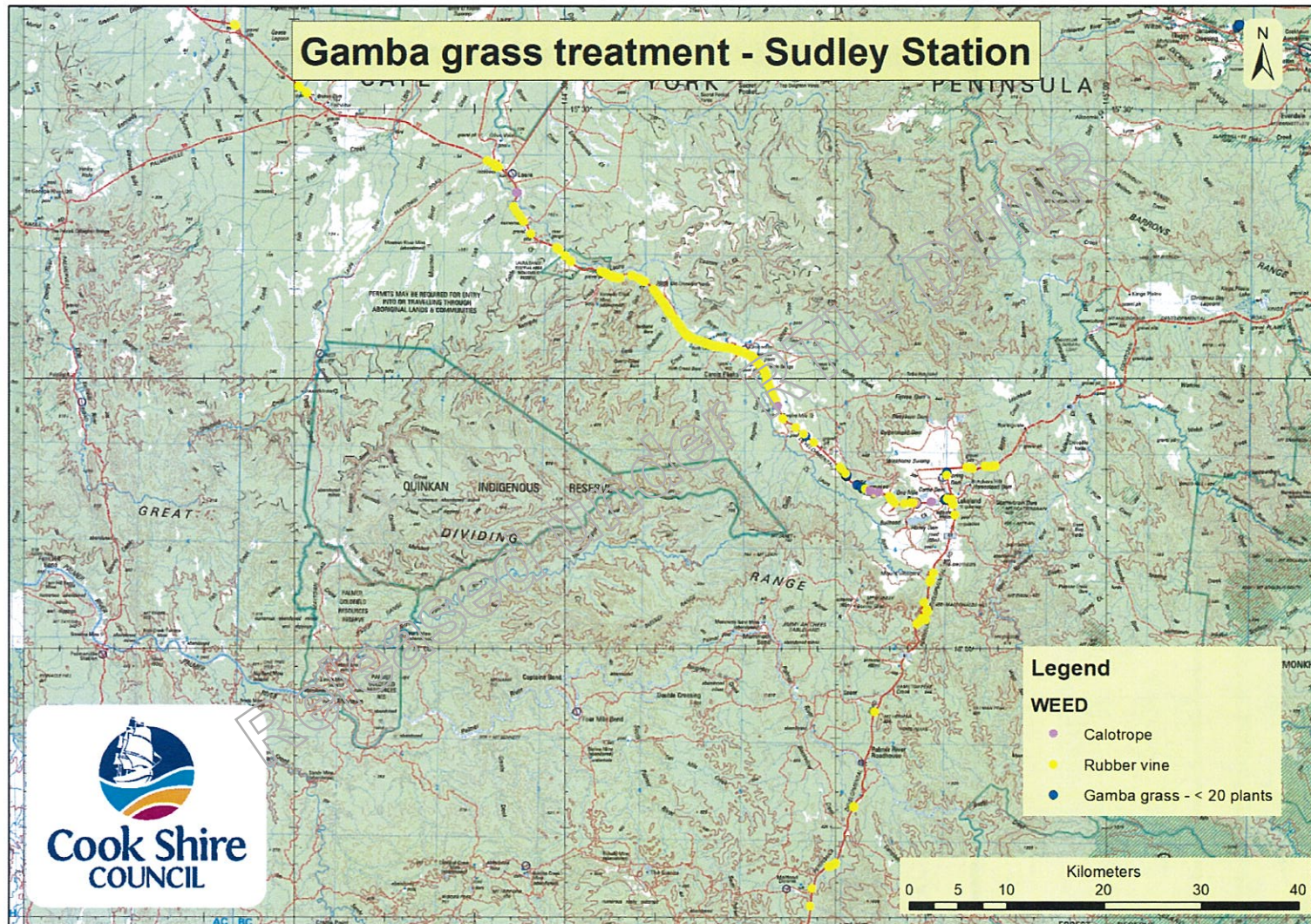


Appendix 1 – Roadside weed treatment (Weipa region)





Appendix 2 – Roadside weed treatment (Lakeland region)





Appendix 3 – Roadside weed treatment (Cooktown region)





**Appendix 4 (Photopoint 1)**





**Appendix 5 (Photopoint 2)**





**Appendix 6 (Photopoint 3)**





**Appendix 7 (Photopoint 4)**





Pages 66 through 74 redacted for the following reasons:

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Refuse Sch.4 Part 4 s.4(1)(a) Opinion/advice/recommendation for deliberative processes of government

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