

Request for Quotation

Request for Quotation (RFQ)	Caretaker / Management Services Kurrimine Beach Caravan Park / Camp Ground
Closing Date and Time	18/11/2024 at 17.00pm AEST

REQUEST FOR QUOTATION

Project Name:

Kurrimine Beach Caravan Park | On-site Caretaker / Management Services

Location / Site Address:

Lot 560 Robert-Johnstone Parade, Kurrimine Beach Qld

Introduction:

Cassowary Coast Regional Council (CCRC) is requesting quotations for Caretaker / Management Services at the Kurrimine Beach Caravan Park. The proposed term is from 1 December 2024 to 31 January 2026 with potential to extend thereafter. The landscaped park comprises a total of 25 powered sites, Office/Caretaker site, self-contained unpowered overflow sites, amenities block and coin operated laundry.

The successful candidate will be representing the CCRC, as such, must act in accordance with CCRC organisational values and code of conduct.

Applicants must complete and respond to the Price Schedule, Selection criteria and Compliance Criteria to be considered.

Background:

CCRC owns the Kurrimine Beach Caravan Park located on the beach at Robert Johnstone Parade, Kurrimine Beach. This family-friendly park offers 25 powered sites and an overflow camping area for self-contained caravans, RVs and campers. The park includes an amenities block with modern facilities, including hot showers and clean restrooms. The park also features a coin-operated laundry for use by guests. CCRC is seeking to engage a caretaker/manager to operate the park of behalf of CCRC.

Objectives:

To locate a suitable qualified person or entity to properly manage and caretake the caravan park so as to meet current regulations and expectations of the community and to provide an enjoyable visitor experience for all guests of the park.

Workplace Health and Safety:

Applicants are required to have a current White Card Blue Card (or ability to obtain one within 14 days of this submission) and complete a CCRC induction prior to commencing work.

Briefing / Site Inspections:

Not mandatory, available on request.

Schedule of Prices – Quotation Lump Sum

Quotation Lump Sum

SUM PER MONTH (FLAT FEE) (EXC GST)	GST (IF APPLICABLE)	SUM PER MONTH (INC GST)

NOTE: The maximum allowable price is \$400 pw + GST or \$1,906.67 pm incl GST

APPLICANT NAME(S):

SIGNATURE:

DATE:

Pay Period – Monthly within 14 days of invoice receipt.

Program of Work / Timing Requirements:

Quotation Validity Period:

Contract Period: **14 Months**

Technical Specification

Preliminaries:

This Specification has been prepared to clarify the statement of works and duties to be performed for this contract.

Caretakers Key Obligations and Duties (1 December 2024 to 31 January 2026):

- a) Take bookings and allocate sites using and appropriate manual or online booking system (if available).
- b) Collect and receipt all fees and deposits as per CCRC Fees and Charges Schedule. All monies received should be receipted using a CCRC supplied EFTPOS machine or the Caretaker's own bank account and EFTPOS facilities. All fees received (other than those collected using CCRC's EFTPOS) together with reconciled bookings and receipts must be forwarded to CCRC or deposited to its nominated bank account within 7 days of the end of each month. No cash is accepted.
- c) Provide relevant data and reports to CCRC officers when required. Computer literacy is essential.

- d) Provide a high level of customer service to visitors and occupiers alike.
- e) Daily cleaning of on-site amenity blocks and facilities is carried out by CCRC's cleaning contractors. The Caretaker is to monitor and advise CCRC of any lack of cleaning services.
- f) Provide change for the coin operated laundry.
- g) Undertake mowing and gardening across the whole site to a standard as designated by Council Officers. Mowing equipment (ride-on mower, push mower and whipper snipper) to be supplied by CCRC. Any other equipment together with all fuel, oil and other consumables is to be provided by the Caretaker at its own cost.
- h) Collect and dispose of palm fronds and tree litter from around the site 'as required'.
- i) Provide a 'value for money' approach with repairs and maintenance issues across the site. Applicants with a knowledge of facility maintenance will be preference, i.e. there is an expectation that the caretaker would undertake minor maintenance works and pass on the cost of materials to CCRC where required.
- j) Report any incidents of a serious nature to CCRC Facilities Manager or Delegate within 24 hours. Maintain an incident book on-site.
- k) Provide monthly report to the CCRC Facilities Manager or Delegate regarding visitor numbers, occupancy and revenue in a digital format to be approved by CCRC.
- l) Use best endeavours to ensure the safety of all persons attending the site.
- m) The Caretaker will duly and punctually comply with and observe all statutes and all orders, ordinances, regulations, local-laws and permits relating to the operations of the Caravan Park and the caretakers use or occupation of the park.
- n) Work with CCRC Officers to maximise the return / profit of the site.
- o) Take all necessary steps to ensure that persons occupying the caravan park do so in an orderly and law-abiding manner and without nuisance or annoyance to other occupiers and in accordance with the park rules and in particular that visitors booking the overflow camping area are "self-contained" (as defined by CCRC and notified to the Caretaker).
- p) Carry out all other obligations and duties as outlined in the Caretaker Agreement.
- q) Act in accordance with CCRC organisational values and Code of Conduct at all times.
- r) CCRC may consider a request from the Caretaker to temporarily close the park outside of tourist season for such period and on such terms as CCRC considers appropriate. If the Caretaker does not have a person residing on-site or if the park is temporarily closed, the Caretaker must erect a sign at the entrance to the park with a contact telephone number for the Caretaker. CCRC may also consider a request from the Caretaker (or CCRC may elect of its own accord) to reduce or close the overflow area either temporarily or permanently.

Caretaker Residence / Reception:

If the successful candidate would like to occupy a self-contained RV or caravan, the site marked "office" on the site plan will be available to the Caretaker free of charge. The Caretaker must provide its own caravan or RV for that site. Under NO circumstances can the caretaker's site be let or sublet to a third party. Failure to comply will result in immediate termination.

The applicant is to take the following documents into consideration as part of their response:

- **Attachment 1 Caretaker Agreement**
- **Attachment 2 Cassowary Coast Regional Council Code of Conduct**
- **Attachment 3 Site Plan**

Deliverables

The term of the contract is from the 1/12/2024(or 'as close to') to 31/01/2026.

Handback

The site is to be handed back to the owner in the same condition as it was handed to the caretaker. All receipts, accounts, booking details and any other IP is to be handed over to the CCRC prior to the termination date.

Selection Criteria & Weighting

Title	Description	Weighting
Value for Money	Assessed on submitted monthly charges (Lump sum price)	40%
Relevant Experience and referees	Provide a resume detailing relevant industry experience as a caretaker or park manager in the industry. List key duties undertaken size of the park and two referees of the principal or property owner. Other Hospitality / customer service experience would also be considered. A demonstrated track record of providing a 'value for money' approach with repairs and maintenance issues across the site.	40%
Commencement date	Be able to commence works and mobilise to site by 1 December 2024	10%
Local Content		10%

Compliance Criteria

Please provide evidence of the following, or have the ability to provide within 14 days from the submission date:

- Police Check
- White card
- Blue Card
- Current and Valid Australian Driver's license
- Current Australian ABN

I / we _____ acknowledge that if the above cannot be presented to CCRC within 14 days from the closing date (18 November 2024) the submission will be considered non-compliant and any agreement can be terminated immediately by CCRC:

Signature(s): _____

Name(s): _____

Date: _____

Closing Date and Time for Quotes:

Monday 18 November 2024 at 5.00 pm

Lodgement of Quotations:

The format for Submissions must be in Microsoft Office (Word) or Adobe PDF.
 Please ensure files are clearly named with the RFQ name and brief description of the document.
Please submit your quotation by email to: Mark Valente | mark.valente@ccrc.qld.gov.au

Contact Officer Name:	Mark Valente
Position:	Principal Property & Leasing
Branch / Department:	Infrastructure Services

Phone: 1300 763 903 **Mobile:** 0457 055 737

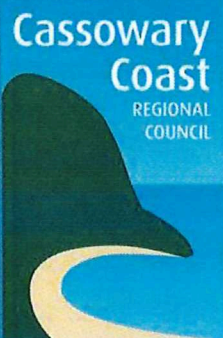
CCRC Use Only:

BUDGET AVAILABLE: \$	ACCOUNT CODE:	
PROJECT MANAGER APPROVAL: Signature: _____	MANAGER APPROVAL: Signature: _____	DIRECTOR APPROVAL: Signature: _____

ATTACHMENT 1 – CARETAKERS AGREEMENT

CARETAKER AGREEMENT

Cassowary Coast Regional Council



CARETAKER AGREEMENT

PARTIES

OWNER:

Cassowary Coast Regional Council
70 Rankin Street (PO Box 887)
Innisfail QLD 4860
T: 1300 763 903 E: enquiries@ccrc.qld.gov.au

CARETAKER:

The party specified in **Item 1**

BACKGROUND

The Owner owns or is the trustee of the Land and has agreed to engage the Caretaker to provide the Services in respect of the Facility situated on the Land on the terms contained in this Agreement.

THE PARTIES AGREE AS FOLLOWS

1. REFERENCE SCHEDULE

Item No.	Description
Item 1 Caretaker	Name: Address: Contact Person: Telephone No.: Email Address: ABN:
Item 2 Facility	Address: Robert Johnstone Parade, Kurrimine Beach QLD 4871 Description: Lot 979 on Plan CP819017 and parts of Lot 560 on Plan NR5588 As shown on the site map in Schedule A attached.
Item 3 Commencement Date	The day of 20 .
Item 4 Expiry Date	The day of 20 .
Item 5 Remuneration	Amount: \$400.00 per week excluding GST How payable: monthly in arrears (\$1,906.67 pm inclusive of GST)
Item 6 Special Conditions (if any) NOTE: do not amend the standard terms in this Agreement. Insert any additional terms or variation to the standard terms here.	1. Caretaker's Site Office The Facility does not contain a caretaker's residence and the provisions of clause 8 do not apply to this Agreement however, the Caretaker shall be entitled to occupy the caravan site marked "Office" on the Site Plan for the term of this Agreement at no cost. The Caretaker shall be responsible for locating an appropriate caravan or RV on that site. 2. Possible Changes to Services The Owner may at its discretion consider a request from the Caretaker to temporarily close the park outside of tourist season for such period and on such terms as the Owner considers appropriate. If the Caretaker does not have a person residing on-site or if the park is temporarily closed, the Caretaker must erect a sign at the entrance to the park with a contact telephone number for the Caretaker. The Owner may also consider a request from the Caretaker (or the Owner may elect of its own accord) to reduce or close the overflow area either temporarily or permanently.

2. DEFINITIONS

Commencement Date means the date specified in **Item 3**.

Caretaker means the person or entity specified in **Item 1**.

Expiry Date means the date specified in **Item 4** or such further date as the parties may agree upon in writing.

Facility means the Land together with all fixtures, fittings, drains, water pipes, installations and other improvements thereon.

GST has the meaning under the GST Law.

GST Law means any law under the New Tax System (Goods and Services Tax) Act 1999 or any act or regulation made in addition to or in substitution thereof.

Land means the land described in **Item 2**.

Owner means the Cassowary Coast Regional Council or its successors.

Remuneration means the amount specified in **Item 5** payable on the dates specified in **Item 5**.

Services means the services specified in **Schedule B** attached to this Agreement.

3. INTERPRETATION

- 3.1 Every covenant agreement or obligation expressed or implied in this Agreement by which two or more persons covenant, agree, or are bound, binds those persons jointly and each of them severally.
- 3.2 References to any right of the Owner to have access to the Facility extend to all persons authorised by the Owner including agents, professional advisers, contractors, workmen and others.
- 3.3 References to the Facility, in the absence of any provision to the contrary, include any part of the Facility.
- 3.4 Any covenant by the Owner not to do any act or thing is deemed to include an obligation not to permit the act or thing to be done, and to use its reasonable endeavours to prevent that act or thing being done by a third party.
- 3.5 Words to the singular include the plural and vice versa. A reference to any gender includes every other gender. Words denoting individuals include corporations.
- 3.6 References in this Agreement to any clause, subclause, paragraph, or Schedule without further designation will be construed as a reference to the clause, subclause, paragraph, or Schedule of this Agreement so numbered.
- 3.7 References to an "Item" is a reference to the corresponding item in the Reference Schedule in **clause 1** of this Agreement.

4. TERM

This Agreement shall commence on the Commencement Date and terminate on the Expiry Date.

5. CARETAKER REMUNERATION

- 5.1 In consideration of the Caretaker providing the Services, the Owner shall pay to the Caretaker the Remuneration from the Commencement Date (or such other date as agreed between the parties) until the expiration or termination of this Agreement.
- 5.2 The amount of the Remuneration is exclusive of GST. If this Agreement constitutes a taxable supply which is not except under the GST Law, then the Remuneration shall be increased by the relevant rate under the GST Law and the Caretaker shall provide the Owner a taxable invoice in respect of the Remuneration.
- 5.3 The Owner will pay the Remuneration within 14 days of receipt of the Caretakers' valid invoice.

6. CARETAKER'S OBLIGATIONS

6.1 Provision of Services

The Caretaker shall provide the Services in accordance with the requirements set out in Schedule B or as the Owner may direct from time to time. The Caretaker must provide the Services in a proper, competent and professional manner with due care and skill.

6.2 Safety and Security

The Caretaker must keep the Facility windows, doors and other openings securely locked and fastened when not in use and use its best endeavours to ensure the safety of all persons attending at the Facility.

6.3 Compliance with Statutes, Regulations etc.

The Caretaker will duly and punctually comply with and observe all statutes and all orders, ordinances, regulations, local-laws and permits relating to the Facility or to the use or occupation of the Facility and all requirements and orders lawfully given or made by any public body or authority relating to the Facility within the time required by the notice or order. The Caretaker will not do or omit to do any act or thing whereby the Owner may become liable to pay any penalty imposed under any statute, ordinance, regulation, by-law or order.

6.4 Annoying or Injurious Conduct

The Caretaker will not carry on in any part of the Facility any annoying, noxious, offensive, or illegal business, occupation, or practice or do any act or thing or use any plant or machinery outside of usual hours which through noise, odours, vibrations, or otherwise may create an annoyance, nuisance, grievance, damage, or disturbance to users of the Facility or the occupiers of neighbouring premises.

6.5 Not to Make Voidable Insurance

The Caretaker will not do or permit anything to be done on or about the Facility or bring or keep anything in the Facility that may in any way make void or voidable any policy or policies of insurance maintained by the Owner in respect of to the Facility or cause the amount of premium payable in respect of any insurance policy maintained by the Owner to be increased.

6.6 Access to Facility

The Caretaker must not restrict or impede access to the Facility by the Owner and any persons authorised by the Owner, including where applicable shared users of the Facility.

6.7 Workers Compensation Insurance

Prior to the Commencement Date the Caretaker must take out and maintain throughout the term of this Agreement, worker's compensation insurance in accordance with the *Workers Compensation and Rehabilitation Act 2013* to cover all employees and eligible persons including where applicable, the Caretakers. The Caretaker will provide to the Owner upon request evidence of its insurances under this clause.

6.8 Staffing

The Caretaker will at all times engage at its own expense sufficient experienced staff to perform the Services and that it and such staff maintain all necessary licenses and permits to perform the Services including, if applicable a valid Blue Card issued under the *Child Protective Act 1999*. Prior to taking leave, the Caretaker shall notify the Owner of the dates that the Caretaker will be absent from the Facility and the replacement staff to be engaged by it during that period. The cost of any replacement staff will be the responsibility of the Caretaker.

6.9 Notification to the Owner

The Caretaker shall promptly notify the Owner of any matters at the Facility which require repair, maintenance or rectification which are not the responsibility of the Caretaker. The Caretaker shall also immediately notify the Owner of any accidents or incidents at the Facility or the injury of any person at the Facility.

7. OWNER'S OBLIGATIONS

The Owner shall provide to the Caretaker all necessary plant, equipment and consumables required for the Caretaker to perform the Services which shall at all times remain the property of the Owner. The Caretaker must maintain the equipment in a state of good repair and condition as at the date of this Agreement in accordance with the manufacturer's specifications subject however to fair wear and tear.

8. CARETAKER'S RESIDENCE

If there is a caretaker's residence at the Facility, the Caretaker shall be entitled to occupy that residence free of charge for the duration of this Agreement. The Owner shall be responsible for all rates and existing electricity, water telephone and gas services to the residence. The Caretaker must maintain the residence in a state of good repair, condition and cleanliness as at the date of this Agreement subject however to fair wear and tear.

9. DEFAULT

If the Caretaker makes default in the observance, performance or fulfilment of any of the terms or conditions of this Agreement, whether positive or negative, express or implied, or in the compliance with any request, order or direction given by the Owner, then notwithstanding the waiver by the Owner of any previous default, the Owner may exercise any of the following rights and powers, which are in addition to any other rights and powers which the Owner may have under this Agreement or otherwise:

- (a) give the Caretaker notice in writing by the Chief Executive Officer requiring the Caretaker to remedy any such default as aforesaid in a reasonable time to be set out therein, failing which the Owner may forthwith terminate this Agreement by notice in writing to the Caretaker; or
- (b) by notice in writing to the Caretaker terminate this Agreement and take immediate possession of the Facility including the caretaker's residence.

10. RELATIONSHIP BETWEEN PARTIES

The rights granted to the Caretaker under this Agreement are personal to the Caretaker do not create a relationship of landlord and tenant or of employer and employee and cannot be assigned or sublicensed to any other person or entity without the prior written consent of the Owner.

11. NO ALTERATIONS AND REMOVAL

- 11.1 The Caretaker shall not make any alterations to the Facility without prior written consent of the Owner which may be refused or given subject to compliance with conditions that the Owner may impose in its' absolute discretion.
- 11.2 Upon the expiry or termination of this Agreement the Caretaker shall remove all of its' equipment, fixtures and fittings and make good any damage caused by such removal, failing which the Owner may remove and store those items and make good any damage and recover the cost of such removal and storage as debt immediately due and owing by the Caretaker to the Owner.

12. TERMINATION BY NOTICE

Either party may by giving not less than 30 days notice in writing to other party terminate this Agreement.

13. RULES FOR FACILITY AND CODE OF CONDUCT

- 13.1 The Owner may from time to time prepare rules for the use of the Facility. Upon notice of any such rules being given to the Caretaker, the Caretaker shall forthwith perform and observe any such rules and the rules shall form a part of the terms of this Agreement. The Caretaker shall also ensure that any visitors to the Facility comply with such rules
- 13.2 The Caretaker shall ensure that it and its representatives at all times conduct themselves in a proper, professional and courteous manner in all of their dealings with the Owner and users of the Facility. A breach of this clause is an act of default under **clause 9** of this Agreement.

14. SPECIAL CONDITIONS

The Special Conditions (if any) set out in **Item 6** form part of this Agreement. In the event of any inconsistency between the Special Conditions and the remaining terms of this Agreement, the terms of the Special Conditions shall prevail but only to the extent of any such inconsistency.

15. SERVICE OF NOTICES

Any notice to a party shall be in writing and served on the address of that party specified in this Agreement by either pre-paid post, personally or by email transmission. Notices served by pre-paid post shall be deemed received 3 business days after posting. Notices served personally or by email shall be deemed received on the day of such service or email transmission.

EXECUTED AS AN AGREEMENT

CASSOWARY COAST REGIONAL COUNCIL

.....
(Signature) Chief Executive Officer

 / /
Execution Date

SIGNED by the CARETAKER in the presence of:

 / /
Execution Date

.....
Print Name and Position

.....
(Signature) Caretaker

Witness

.....
Print Name and Position

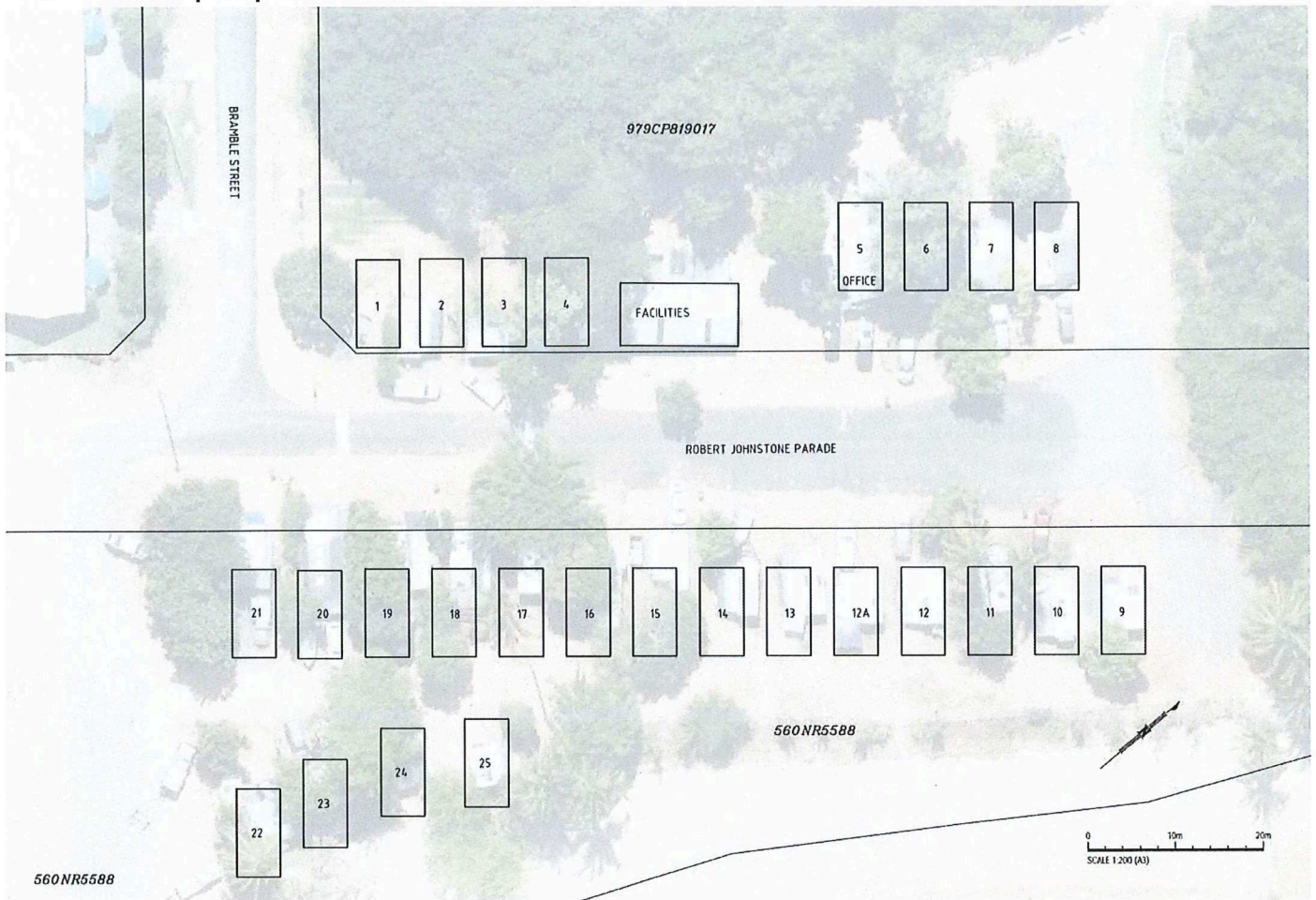
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(Signature) Caretaker

Witness

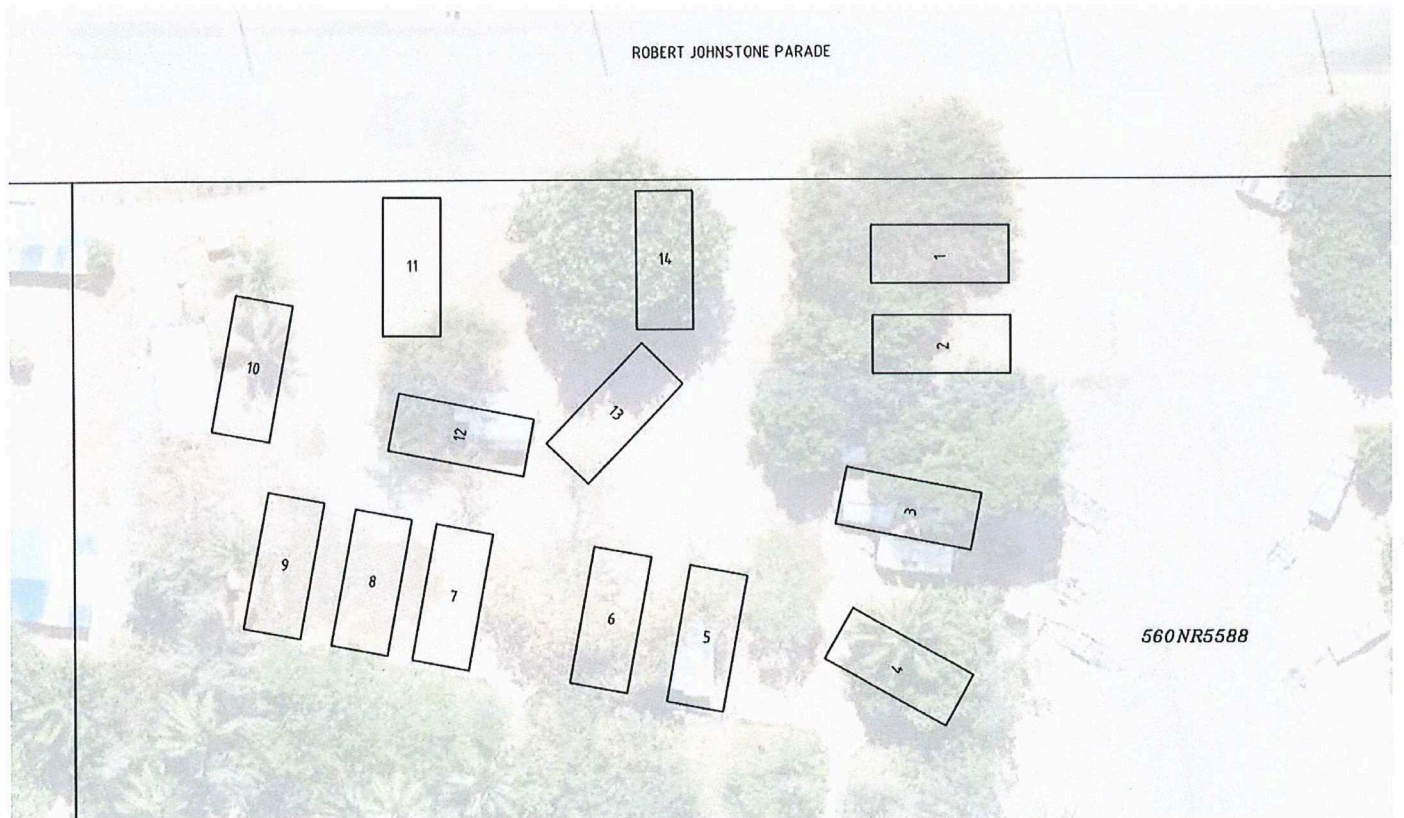
Schedule A - Site Map



Plan of caravan park powered sites



Plan of overflow area



Schedule B – SERVICES

The Caretaker shall carry out the following duties at the designated intervals.

INTERVAL	DUTIES
<p style="text-align: center;">DAILY</p>	<ul style="list-style-type: none"> a) Take bookings and allocate sites using and appropriate manual or online booking system (if available). b) Collect and receipt all fees and deposits as per CCRC Fees and Charges Schedule. All monies received should be receipted using a CCRC supplied EFTPOS machine or the Caretaker’s own bank account and EFTPOS facilities. All fees received (other than those collected using CCRC’s EFTPOS) together with reconciled bookings and receipts must be forwarded to CCRC or deposited to its nominated bank account within 7 days of the end of each month. No cash is accepted. c) Provide a high level of customer service to visitors and occupiers alike. d) Daily cleaning of on-site amenity blocks and facilities is carried out by the Owner’s cleaning contractors. The Caretaker is to monitor and advise the Owner of any lack of cleaning services. e) Provide change for the coin operated laundry. f) Provide a ‘value for money’ approach with repairs and maintenance issues across the site. Undertake minor maintenance works and pass on the cost of materials to the Owner where required. g) Report any incidents of a serious nature to the Owner’s Facilities Manager or Delegate within 24 hours. Maintain an incident book on-site. h) Use best endeavours to ensure the safety of all persons attending the site. i) The Caretaker will duly and punctually comply with and observe all statutes and all orders, ordinances, regulations, local-laws and permits relating to the operations of the Caravan Park and the Caretaker’s use or occupation of the park. The Owner is responsible for renewal of the permit issued by the local authority. j) Work with the Owner to maximise the return / profit of the caravan park. k) Take all necessary steps to ensure that persons occupying the caravan park do so in an orderly and law-abiding manner and without nuisance or annoyance to other occupiers and in accordance with the park rules and in particular that visitors booking the overflow camping area are self-contained. l) Act in accordance with the Owner’s organisational values and Code of Conduct at all times.
<p style="text-align: center;">WEEKLY</p>	<ul style="list-style-type: none"> • Take out waste bins for collection on their due dates and promptly return the bins to their designated area immediately after collection. • Undertake mowing and gardening across the whole site to a standard as designated by the Owner. Mowing equipment (ride-on mower, push mower and whipper snipper) to be supplied by the Owner. Any other equipment together with all fuel, oil and other consumables is to be provided by the Caretaker at its own cost. • Collect and dispose of palm fronds and tree litter from around the site ‘as required’. • Dispose of all garden trimmings and waste.
<p style="text-align: center;">OTHER</p>	<ul style="list-style-type: none"> • Remit all revenue takings to the Owner’s nominated bank account on a monthly basis or more frequently if directed by the Owner. • Provide monthly report to the Owner’s Facilities Manager or Delegate regarding visitor numbers, occupancy and revenue in a digital format to be approved by the Owner.

ATTACHMENT 2 – CODE OF CONDUCT

Contractor Code of Conduct

Policy type	Council
Function	Organisation
Policy Owner	Procurement
Effective date	26 September 2024

1. Purpose

The Contractor Code of Conduct (the Code) defines the standards of behaviour and requirements expected from contractors engaged by the Cassowary Coast Regional Council (Council). While contractors are not Council employees, this Code applies to all contractors involved in providing goods, trades, services, or consultancy to the Council. The Code is applicable from the start of the engagement process, covering not only contractors who are successfully engaged but also those who submit tenders and quotes.

The Code is designed to promote best practices by clearly defining Council’s expectations, which are guided by the principles set out in the *Public Sector Ethics Act 1994*.

All Contractors should also refer to Council’s [Code of Conduct for Council Teams Members](#). This outlines behaviours expected from Council employees which also set the expectations of Contractors who work for Council.

Although the Code may not address every possible situation, the principles it establishes serve as the foundation for all arrangements between the Council and its contractors in the delivery of goods and services.

The Code serves as a reference to help contractors uphold a high standard of ethical behaviour. Contractors are encouraged to proactively assess their compliance with the Code and take action to address any actual or perceived breaches.

This Code complements the Council’s Procurement Process Conditions, Standard Terms and Conditions: Services, and Standard Terms and Conditions: Goods & Services, or any other contract entered in to with Council.

Contractors are expected to maintain the highest standards of behaviour when performing contracts or services with or on behalf of the Council, fostering a culture where professional ethical conduct is recognised, valued, and consistently followed.

Non-compliance or breaches of this Code including unethical behaviour and improper conduct as defined may result in action detailed in section 6 ‘breaches of the Code’.



2. Background

As a local government, Council is entrusted with the responsibility to represent the community and to meet their expectations in delivering services across the Cassowary Coast Region.

Contractors engaged by Council to provide goods or services are equally accountable to the community. The community rightfully expects that all individuals and entities contracted by the Council will uphold the highest standards in their operations.

Council expects all Contractors to act with integrity, maintain ethical standards, protect public resources, and foster effective, productive relationships with both the Council and the community.

The Code outlines these expectations, reinforcing our commitment to sustainable, ethical, and socially responsible procurement practices on behalf of our stakeholders.

3. Scope

The Code applies in all circumstances where contractors are engaged by the Council or are in an active procurement process with Council such as tenders, quotes and expressions of interest. This includes Council workplaces, job sites where contractor activities are connected to Council work, and outside the workplace where certain behaviours may directly relate to Council activities. Additionally, the Code extends to any other situations where a contractor's actions could impact the reputation or operations of the Council

4. Definitions

Council – means Cassowary Coast Regional Council


Conflict of Interest - means any actual, potential or perceived conflict between the interests of the Contractor and the Contractor's obligations. See [Code of Conduct for Council Team Members](#) for more information.

Contractor – means any person or entity, including their employees, subcontractors or volunteers engaged by Council to provide trades, good, services or consultancy to Council directly or to the community on behalf of Council.

Contract – refers to any legally binding agreement, arrangement, or understanding entered into between the Council and a Contractor. This contract outlines the specific terms, conditions, and obligations under which the Contractor will provide goods, services, trades, or consultancy directly to the Council or to the community on behalf of the Council.

Unethical behaviour – refers to

- i. Bullying, harassment, intimidation, exerting undue influence
- ii. Canvassing, bribery, contact with decision makers regarding procurement
- iii. Inappropriate conduct or misconduct.
- iv. Fraudulent, criminal or corrupt conduct.
- v. Actions which result in a loss of confidence by the community in the Council and the Contractor.
- vi. Actions which result in a lack of trust in decisions made by the Contractor or Council.

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- vii. Actions which have an unacceptable impact on Council financial resources.
 - viii. Actions which result in the loss of reputation and credibility of Council and the Contractor.
 - ix. Actions which may result in a breach of trust with Council.

Improper conduct – refers to

- i. engaging in misleading or deceptive conduct in relation to the procurement process or the contract;
- ii. engaging in any collusive tendering, anticompetitive conduct, or any other unlawful or unethical conduct with any other tenderer, or any other person in connection with the procurement process;
- iii. failing to disclose a Conflict of Interest in breach of the Standard Terms and Conditions;
- iv. attempting to improperly influence any personnel of Council, or violate any applicable law regarding the offering of inducements in connection with the procurement process or the contract;
- v. accepting or inviting improper assistance of employees or former employees of Council in preparing its tender or any claim against Council in connection with the contract;
- vi. using any information improperly obtained, or obtained in breach of any obligation of confidentiality in connection with the procurement process or the contract;
- vii. engaging in aggressive, threatening, abusive, offensive or other inappropriate behaviour or committing a criminal offence; or
- viii. engaging in conduct contrary to sections 199 and 200 of the *Local Government Act 2009* (Qld).

Public comment – means any statement, opinion, or piece of information expressed openly in a public forum, such as a meeting, social media platform, website, or other media accessible by the general public. Public comments can include verbal remarks, written statements, or shared content that is intended to be viewed, heard, or read by a broader audience. These comments can pertain to various topics, including Council activities, policies, decisions, or other matters of public interest.

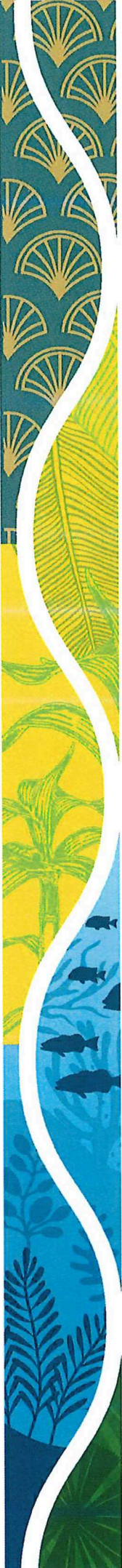
5. Policy

The *Public Sector Ethics Act 1994* identifies four ethics principles fundamental to good public administration that will form the basis for this Code of Conduct.

5.1 Integrity and Impartiality

Council's procurement is conducted in an environment of integrity, probity and accountability. Council is committed to the highest ethical standards and expects Contractors to commit to the same standards. Contractors should adhere to the following:


1. Ensure all actual or perceived conflicts of interest that could impact objectivity, impartiality, or the performance of the contract must be disclosed to the Procurement Department.
2. Contractors must conduct their business to the highest standards and ensure their practices are beyond reproach. They are prohibited from engaging in any fraudulent, corrupt, or unethical activities and behaviour and improper conduct as defined, including but not limited to: bullying, harassment, intimidation, canvassing Councillors, bribery, money laundering, and theft.

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3. Sensitive and confidential information must be managed in accordance with all relevant privacy legislation, regulations, and confidentiality agreements.
 4. Public comments on Council business should not negatively impact the Council's interests, reputation, or standing within the community, nor should they bring the Council into dispute. This includes any comments, contributions, posts, or sharing of content on social media platforms such as, but not limited to, Facebook or Instagram.
 5. All interactions with Council employees, councillors, and members of the community are conducted with respect, courtesy, and honesty. Contractors who oversee their own employees are responsible for ensuring that their team understands and adheres to Council's expectations.
 6. Contractors should model exemplary business practices and foster a collaborative relationship with the Council. By working together to address any issues in a timely and respectful manner, Contractors help avoid contractual disputes and promote strong, positive working relationships.

5.2 Promoting the Public Good

Council is committed to partnering with contractors who prioritise the welfare of their employees and contribute positively to the community. Contractors can demonstrate their alignment with this commitment by:

1. Treating all members of the public equitably and with honesty, fairness, sensitivity and dignity. Contractors are expected to treat complaints received in the performance of the contract including from Council officers, the community or the employees of the contractor seriously and to respond and manage such complaints appropriately including referral to Council Contract Manager where appropriate to do so.
2. Ensuring that their business, employees, subcontractors, agents, and supply chain do not engage in or contribute to slavery, human trafficking, exploitation, forced labour, or any conduct akin to modern slavery, as defined by applicable laws.
3. Complying with all relevant Workplace Health and Safety (WHS) laws, regulations, and Council officers' instructions.. Contractors are expected to review workplace hazards, including both physical and psychosocial risks such as bullying, harassment, and stress. They must provide required training to employees, ensure the availability of necessary personal protective equipment, and promote a safe work environment that addresses both physical and mental well-being.
4. The Contractor must comply with the *Fair Work Act 2009* (Qld) and all relevant industrial relations laws. This includes ensuring fair wages, working conditions, and entitlements for all employees and subcontractors, and adhering to anti-discrimination and equal opportunity provisions. Contractors are also expected to respect the rights of workers, including their right to a safe workplace and fair treatment under applicable laws.
5. Complying with all relevant environmental and biosecurity legislation (both Federal and State) and related council local laws and policies to not only minimise environmental harm while delivering goods and services under the contract but also to look for opportunities to improve environmental outcomes.

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6. Cultural Heritage Protection: Contractors must comply with the *Aboriginal Cultural Heritage Act 2003 (Qld)* and the *Torres Strait Islander Cultural Heritage Act 2003 (Qld)*. They are responsible for ensuring that their activities do not harm or disturb cultural heritage sites or objects. Contractors must take all reasonable steps to identify and protect cultural heritage and must immediately report any findings or concerns to the Council's Contract Manager. Additionally, they should seek guidance and necessary approvals before commencing work in areas known or suspected to contain cultural heritage.
 7. Ensuring Council property, plant, or equipment provided to a Contractor is used only for the specified purpose, managed lawfully and efficiently, and maintained in good condition. Any loss or damage must be reported by the Contractor promptly
 8. When applicable, complying with the *Building Industry Fairness (Security of Payment) Act 2017 (Qld)* to ensure timely and fair payments to all subcontractors and suppliers involved in the contract. This includes the proper use of project bank accounts, adherence to payment schedules, and resolving payment disputes in accordance with the Act's requirements.

5.3 Accountability and Transparency

Council needs to be accountable and transparent to build public trust and ensure that decisions and actions are made in the best interest of the community. Contractors share this commitment by:

1. Adhering to Council's core values, demonstrating respect, integrity, and courage whilst performing their duties under the contract.
2. Being committed to providing excellent service, delivering goods and services impartially, working cooperatively with Council, and managing any real or perceived conflicts of interest transparently.
3. Ensuring Contractors engaging subcontractors or managing or supervising others comply with the Code's values and principles and take appropriate action if any breaches occur.
4. Securing confidential or sensitive information related to Council operations or other contracts. Such information must not be used, disclosed, or shared without Council's express written consent. It should only be used for its intended purpose, not for personal gain or to harm Council or third parties, and must not be publicly disclosed without approval. Confidential information must be securely stored and, at the end of the contract, returned to Council.
5. Ensuring careful management of any personal information which is obtained or provided while dealing with Council. Contractors are required to comply with the Privacy Principles outlined in the *Information Privacy Act 2009*

6. Breaches of the Code

Council expects all Contractors engaged by Council to adhere to the standards of conduct outlined in this Code.

A breach of this Code of Conduct not only undermines business effectiveness but also harms Council's reputation and its relationship with the wider community. Any action or inaction by a Contractor that contravenes this Code will lead to disciplinary measures by the Council, which may include:

- Termination of the contract
- Removal from any Council 'Panel Arrangement' (Register of Prequalified Suppliers, Preferred Supplier Arrangement (defined in S232 and S233 of the Local Government Regulation 2012)
- Impact on the Contractor's future evaluations and eligibility in future procurement processes
- A request for the replacement of any individual engaged by the Contractor under the contract
- A claim for damages or loss arising from the breach of contract
- Referral of the matter to the Crime and Corruption Commission and/or Queensland Police for further investigation

All suspected breaches of this Code will be referred to the Procurement Review Board for review.

Related forms, policies and procedures	Procurement Policy Procurement Process Conditions Information Privacy and Confidentiality Policy
Relevant legislation	<i>Local Government Regulation 2012</i> <i>Local Government Act 2009</i> <i>Privacy Act 2009</i>
Reference and resources	Local Government Procurement

Policy Number	20867		
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ATTACHMENT 3 – SITE PLAN



