# Expression of Interest

**[Insert description of Services e.g. Principal Consultant / Contractor / Managing Contractor]**

|  |  |
| --- | --- |
| Project Name |  |
| Project Number |  |

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## EXPRESSION OF INTEREST (EOI) – REQUIREMENTS

1. **EOI Submission**
	1. Respondents are invited to make an EOI Submission, in accordance with the Submission Details set out on the Submission Form, to become an Invited Offeror, who may at a later date be invited, together with other offerors, to make an offer to provide the Services for the Project.
2. **Conditions**
	1. The terms and conditions that apply to the EOI Submission are the Conditions set out in these EOI Requirements.
3. **Project Information**
	1. When making an EOI Submission, Respondents are required to thoroughly examine and have due regard to all information and matters relevant to the Project and the Services, including those things provided or referenced in the section of the EOI Requirements titled Project Information.
4. **Submission Requirements and Evaluation Criteria**
	1. EOI Submissions must address all Submission Requirements set out in the EOI Requirements.
	2. EOI Submissions will be evaluated in accordance with the Conditions and the Evaluation Criteria contained in the EOI Requirements.

## EOI SUBMISSION – SUBMISSION FORM

|  |
| --- |
| **PROJECT DETAILS [Guide Note: Project Manager to complete – DELETE GUIDE NOTE]** |
| **Project:** |  |
| **Project Number:** |  |
| **CLIENT’S CONTACT INFORMATION [Guide Note: Project Manager to complete – DELETE GUIDE NOTE]** |
| **Client’s Contact Officer:** |  | **Phone:** |  |
| **Email:** |  | **Fax:** |  |
| **SUBMISSION DETAILS [Guide Note: Project Manager to complete – DELETE GUIDE NOTE]** |
| **Lodgement Address:** |  |
| **Time for Submission:** | 2.00 pm on ……/……/20……  |
| SUBMISSION |
| **To (Client):** | **[Guide Note: Project Manager to insert – DELETE GUIDE NOTE]**  |
| I / We |  |
| Legal name in BLOCK LETTERS of the Respondent (Individual, Partners, Company or Trustee) (also include trading name or registered business name if applicable) |
| being a public\* / private\* company incorporated in(\*delete one) |  |
| ACN: |  | ABN: |  |
| Registered Office Address(es): |  |
| QBCC License No.(if applicable): |  | QBCC License Category (if applicable): |  |
| PQC Registration No.(if applicable): |  | Restrictions / Conditions (if any): |  |
| Other Licence/ Registration/ Qualifications: |  |
| Phone: |  | Fax: |  |
| Email: |  |
| State or Territory in which Business/ Corporation/ Individual is registered: |  | Registered for GST:  | [ ]  **Yes** [ ]  **No**  |
| Name of Holding Company/ Corporate Group: (if applicable) |  |
| hereby make this EOI Submission for the above Project in accordance with the terms, conditions and requirements contained in the Expression of Interest Requirements. |
| **Conflict of Interest Declaration**Does the Respondent have a declaration to make in relation to matters referred to in clause 12 of the Conditions?*(If the Respondent has answered “yes”, the Respondent must provide details to the Client’s Contact Officer in accordance with clause 12 of the Conditions.)* | *(tick one)*[ ]  **Yes** [ ]  **No** |
| **Domestic and family violence policy**The Queensland Government is committed to ending domestic and family violence. Through its response to the Not Now, Not Ever report, government recognises that addressing domestic and family violence requires a whole community coordinated response. This means not just government but also businesses, community groups and every individual taking responsibility for creating cultural change. | (tick one) |
| 1. Does the Respondent have zero tolerance to domestic and family violence?
 | [ ]  **Yes** [ ]  **No** |
| 1. Does the Respondent have a workplace response supporting employees affected by domestic and family violence?
 | [ ]  **Yes** [ ]  **No** |
| 1. Does the Respondent have a workplace approach to preventing or addressing domestic and family violence?
 | [ ]  **Yes** [ ]  **No** |
| 1. Does the Respondent have any formal policies, strategies, and practices in place aimed at preventing or addressing domestic and family violence? *(If yes, attach copies of the document/s)*
 | [ ]  **Yes** [ ]  **No** |
| **Warranty to not supply Dumped Goods**By its signature on this Submission Form, the Respondent warrants that, if awarded a Contract for this Project, it will not supply ‘dumped goods’ to the Queensland Government during the Contract term. |
| **Ethical Supplier Threshold**(The Respondent must respond to the Ethical Supplier Threshold criteria included below. Responses should only include matters from the previous 5 years, starting from 1 August 2019) |
| Since 1 August 2019, has the Respondent: | (tick one) |
| 1. contravened a civil remedy provision of Chapter 2 or Chapter 3 of the *Fair Work Act 2009* (Cth), or committed an offence against the *Fair Work Act*?
 | [ ]  **Yes** [ ]  **No** |
| 1. contravened a civil remedy provision of Chapter 2, 3, 4, 5, or 7 of the *Industrial Relations Act 2016* (Qld), or committed an offence against the *Industrial Relations Act*, or failed to pay employment related levies, or other payments, established under Queensland legislation?
 | [ ]  **Yes** [ ]  **No** |
| 1. failed to make superannuation contributions on behalf of employees in accordance with law?
 | [ ]  **Yes** [ ]  **No** |
| 1. purported to treat employees as independent contractors, where they are not?
 | [ ]  **Yes** [ ]  **No** |
| 1. required persons who would otherwise be employees to provide an Australian Business Number so that they could be treated as independent contractors?
 | [ ]  **Yes** [ ]  **No** |
| 1. engaged persons on unpaid work trials or as unpaid interns, where they should be treated as employees?
 | [ ]  **Yes** [ ]  **No** |
| 1. entered into an arrangement for the provision of labour hire services with a person who is not licensed under the *Labour Hire Licensing Act 2017* (Qld), or a supplier who is an unlicensed provider under the *Labour Hire Licensing Act*?
 | [ ]  **Yes** [ ]  **No** |
| 1. paid employees’ wages below those provided for in an applicable modern award (including for people with disability, ‘suppliers’ must provide award-based wages (using the Supported Wage System where appropriate))?
 | [ ]  **Yes** [ ]  **No** |
| **Warranty to comply with Queensland Procurement Policy and Ethical Supplier Threshold**By its signature on this Submission Form, the Respondent warrants that: 1. the Respondent’s responses to the Ethical Supplier Threshold criteria are true and correct; and
2. if, at any time after the Respondent makes an EOI Submission, the Respondent’s responses to the Ethical Supplier Threshold criteria are no longer true and correct for any reason, the Respondent will promptly notify the Client’s Contact Officer of the change to the Respondent’s response.
 |
| **Warranty to comply with the Queensland Government Supplier Code of Conduct**By its signature on this Submission Form, the Respondent:1. acknowledges that:
	* 1. the Queensland Government wants to work with ethically, environmentally and socially responsible suppliers;
		2. the Supplier Code of Conduct sets out the standards and expectations government has of suppliers who want to work with it;
		3. the standards and expectations set out in the Supplier Code of Conduct do not limit, alter or supersede any obligations of the Respondent under a subsequent contract or at law;
		4. to ensure that the Supplier Code of Conduct remains current and relevant, it may be amended or updated by the Queensland Government; and
		5. the Respondent is responsible for checking for updates and amendments to the Supplier Code of Conduct.
2. confirms that:
	* 1. the Respondent understands the Queensland Government’s standards and expectations of suppliers as set out in the Supplier Code of Conduct;
		2. the Respondent meets and will continue to meet the Queensland Government’s standards and expectations as set out in the Supplier Code of Conduct, including as may be updated or amended;
		3. the Respondent will raise concerns or otherwise seek clarification in relation to any aspects of the Supplier Code of Conduct, including any updates or amendments to the Supplier Code of Conduct; and
		4. the Respondent will make all reasonable efforts to ensure its supply chain is ethical, compliant with the Supplier Code of Conduct and not complicit in practices that may exploit human rights or constitute modern slavery, including taking appropriate measures to assess and address supply chain risks.
 |
| **Signed by:**(Must be completed if Respondent is a sole trader, individuals in a partnership or persons trading under a business name. Witness to sign and print name.) |  |  |
| Name of Respondent | Signature of Respondent |
| on the …… day of …………… 20…… |
| In the presence of: |  |  |
| Name of Witness | Signature of Witness |
| **OR** |
| **Signed by:**(Must be completed if Respondent is a company, including companies offering under a business name. Company to sign in accordance with its Constitution.Where signature is that of an agent, written authority from Respondent is to be included with the Submission Form.) |  |  |
| Name of Company | ACN |
| In accordance with section 127 of the *Corporations Act 2001* (Cth) by: |
|  |  |
| Signature of Director/Secretary | Signature of Director |
|  |  |
| Name of Director/Secretary | Name of Director |
| on the …… day of …………… 20…… |
| **Privacy Statement:** The Client is collecting the personal information on this Submission Form for the purposes of EOI Submission evaluation and any subsequent invitation to offer that may arise. The information may be used in accordance with the provisions of the EOI Requirements. Any personal information included on this Submission Form may be disclosed to the evaluation panel and their advisors but will not be disclosed to any other third party without the Respondent’s consent unless authorised or required by law or stipulated in the EOI Requirements. Personal information will be handled in accordance with the *Information Privacy Act 2009* (Qld).The Client is also collecting the personal information on this Submission Form for the purposes of determining Respondent compliance with the Ethical Supplier Threshold and the Ethical Supplier Mandate in respect of the EOI Submission and any subsequent invitation to offer that may arise. Any personal information included on this Submission Form may be disclosed to the Queensland Government Procurement Compliance Branch within the Department of Energy and Climate and the Tripartite Procurement Advisory Panel for compliance purposes. |

## EXPRESSION OF INTEREST – CONDITIONS

### Purpose

* + 1. This Expression of Interest (EOI) is not part of a tender process and is for information gathering purposes only. The EOI is not intended to give rise to any legal or equitable relationship between the Client and the Respondent.
		2. The purpose of this EOI is to secure expressions of interest in the Project, and to identify Respondents that have the necessary prerequisites to participate in potential future procurement activities in relation to Services for the Project.

### Definitions

* + 1. Meanings assigned to words and expressions in the Conditions of Contract apply to those words and expressions when used in the EOI Requirements, unless the context requires otherwise.
		2. Unless the contrary intention applies, the following definitions also apply:
			- 1. **Client** means the party named as such on the Submission Form, or such other party that may be notified in writing to the Respondent by the Client's Contact Officer;
				2. **Client’s Contact Officer** means the person named as such on the Submission Form, or such other person that may be notified in writing to the Respondent by the Client;
				3. **Conditions** means the conditions upon which the Client invites, and the Respondent submits an EOI Submission as set out in Part B of this EOI;
				4. **Confidential Information** means all information contained in the EOI Requirements which is not in the public domain and such other information which of its nature is confidential or which the parties ought reasonably to know is confidential;
				5. **EOI Requirements** means the documents referred to in clause 3 of the Conditions.
				6. **EOI Submission** means the submission made by the Respondent comprising:

the Submission Form;

all documents and information required to fulfil the Submission Requirements; and

any other documentation or information required by the EOI Requirements or requested by the Client’s Contact Officer to be provided by the Respondent to demonstrate the Respondent’s willingness, capacity, capability and suitability to become an Invited Offeror;

* + - * 1. **Evaluation Criteria** means the criteria against which the EOI Submission will be evaluated by the Client, as set out in the EOI Requirements;
				2. **Invited Offeror** means a Respondent who, as an outcome of the evaluation of the Respondent’s EOI Submission, may be invited, together with other offerors, to make an offer or submit a tender to provide the Services for the Project;
				3. **Lodgement Address** means the address described as such on the Submission Form, or any other address that may be notified in writing to the Respondent by the Client’s Contact Officer;
				4. **Project** means the project described as such on the Submission Form, to which the Project Information relates;
				5. **Project Information** means the information set out in Part C of this EOI;
				6. **Respondent** means any party who may properly make an EOI Submission;
				7. **RTI Act** means the*Right to Information Act 2009* (Qld);
				8. **Services** means the services being sought for the Project, as described in the Project Information;
				9. **Submission Details** means the Lodgement Address and the Time for Submission set out on the Submission Form, or if an addendum has been issued changing such details, the details stated in the addendum;
				10. **Submission Form** means the form described as such in the EOI Requirements, which is to be completed and lodged by the Respondent with its EOI Submission;
				11. **Submission Requirements** means the requirements to be addressed by the Respondent in the EOI Submission;
				12. **Time for Submission** means the time and date stated as such on the Submission Form, or if an addendum has been issued changing the Time for Submission, the Time for Submission stated in the addendum.

### Documents comprising EOI Requirements

* + 1. The documents comprising the EOI Requirements are:

all parts of the EOI, including the Submission Form, Conditions, Project Information, Submission Requirements and Evaluation Criteria;

any documents or parts of documents expressly referred to in the EOI; and

any other document provided to the Respondent by or on behalf of the Client for the purpose of submitting a EOI Submission;

but excluding any document or part thereof which is expressly stated to be excluded from the EOI Requirements.

### Discrepancies, Errors and Omissions

* + 1. Should the Respondent:

find any discrepancy, error or omission in the EOI Requirements; or

have any doubt as to the meaning of any portion of the EOI Requirements;

* + - * 1. it must forthwith notify the Client’s Contact Officer in writing requesting clarification. Any clarification by the Client’s Contact Officer will be valid only if issued in writing and may be issued to all Respondents.

### Communication

* + 1. All communications between the Respondent and the Client upon which the Respondent intends to rely for the purposes of making an EOI Submission are to be in writing and addressed to or issued by the Client’s Contact Officer.
		2. The Client will not be bound by, and the Respondent may not rely upon, any oral advice or information provided by any person, nor any written advice or information provided by anyone other than the Client’s Contact Officer.
		3. The Client may, at any time, make changes to the EOI, which are to be issued in writing by the Client’s Contact Officer and made available to all Respondents.
		4. The Respondent will not communicate with any person or corporation who is the intended owner, occupant, operator or manager of any facility that is or may become part of or associated with the Project, except with the express written approval of the Client’s Contact Officer.

### Addenda

* + 1. The Client may at any time issue amendments to the EOI. Such amendments will be:

issued in writing;

issued to all Respondents; and

identified as an addendum to the EOI.

### Confidentiality

* + 1. Confidential Information is to be treated as confidential and is only to be used for the purpose of preparing the EOI Submission in response to the EOI Requirements.
		2. The Respondent:

must ensure that only appropriate employees and agents have access to the Confidential Information and must inform those employees and agents of the confidential nature of the information and that it must not be disclosed; and

must not and must ensure that its employees and agents do not at any time disclose such Confidential Information directly or indirectly to any person whatsoever, including without limitation any generative artificial intelligence technology for any reason, or use or permit it to be used directly or indirectly for any reason.

### EOI Submission

* + 1. The Respondent is required to make an EOI Submission by completing and lodging the Submission Form, completed accurately and in full, together with all documentation and information required to fulfil the Submission Requirements, in accordance with the requirements stipulated on the Submission Form and contained the EOI Requirements.
		2. Where the Respondent fails to comply with the requirements of clause 8.1 of these Conditions, the Respondent’s EOI Submission will be evaluated on the submission made and, subject to the evaluation, the Respondent may or may not become an Invited Offeror.

### Submission Lodgement

* + 1. The Respondent is required to lodge the EOI Submission by submitting the Submission Form, together with all documentation and information to fulfil the Submission Requirements, at the Lodgement Address by the Time for Submission.
		2. The EOI Submission, if lodged electronically, is deemed to have been lodged at the time and date stated on the electronic receipt issued to the Respondent, or if the EOI Submission is lodged in hard copy, at the time of receipt of the EOI Submission at the Lodgement Address.
		3. The Respondent acknowledges that if, for any reason, the Respondent fails to lodge the EOI Submission at the Lodgement Address by the Time for Submission:

the Client may, in its absolute discretion, decline to receive or evaluate the EOI Submission; or

the Respondent may not become an Invited Offeror.

### Ethical Supplier Threshold

* + 1. The Respondent must comply with the Ethical Supplier Threshold and the Respondent must provide true and correct responses to the criteria set out in the Ethical Supplier Threshold questionnaire on the Submission Form.
		2. If, at any time after the Respondent lodges its EOI Submission, the Respondent’s responses to the criteria set out in the Ethical Supplier Threshold questionnaire are no longer true and correct for any reason, the Respondent must promptly notify the Client’s Contact Officer of the change to the Respondent’s response.
		3. The Respondent acknowledges that if, at any time, the Respondent’s response to a criterion set out in the Ethical Supplier Threshold questionnaire on the Submission Form is “yes”:
1. the Client may decline to evaluate, or conclude the evaluation of the EOI Submission; or
2. the Respondent may not become an Invited Offeror.

### Ethical Supplier Mandate

* + 1. A Respondent who is subject to a current sanction under the Ethical Supplier Mandate according to the online supplier check tool may not become an Invited Offeror.
		2. The Respondent acknowledges and agrees that the Client may refer matters about the Respondent’s compliance with the Ethical Supplier Mandate and the Ethical Supplier Threshold to the Queensland Government Procurement Compliance Branch within the Department of Energy and Climate which may, in its absolute discretion, publish information about the Respondent’s compliance with the Ethical Supplier Mandate and the Ethical Supplier Threshold including but not limited to information about sanctions and penalties imposed on the Respondent.

### Conflicts of Interest

* + - * 1. The Respondent must declare and provide details to the Client’s Contact Officer of any interest, affiliation or relationship, or owing of an obligation (whether personal, financial, professional or otherwise), which conflicts, may reasonably have the potential to conflict, or may reasonably be perceived as conflicting with the ability of the Respondent to participate in an offer process or be awarded a contract for Services for the Project.

### Evaluation

* + 1. The Client will evaluate EOI Submissions in accordance with the Evaluation Criteria contained in the EOI Requirements, or in the absence of relevant Evaluation Criteria, on the basis of best value for Government determined in accordance with the Queensland Procurement Policy.
		2. In the evaluation of the EOI Submission (if any), the Client may, without being under any obligation to do so, in its absolute discretion and at any time:

seek clarification in respect of any aspect of the Respondent’s EOI Submission; and

discuss or negotiate with, or receive presentations or further submissions from, any one or more Respondents in respect of their EOI Submission, in such manner, and as to such aspects of the EOI Submission, as the Client determines.

* + 1. Information relating to the EOI Submission, including that relating to the Evaluation Criteria, that may be held by any government department or instrumentality may be obtained by or made available to the Client and the evaluation panel for its information and verification, for the purposes of EOI Submission evaluation.

### Client’s Discretion

* + - * 1. Notwithstanding the evaluation of EOI Submissions (if any), or the Client’s consideration of a Respondent’s EOI Submission, the Client may in its absolute discretion and at any time:

seek clarification from, discuss, shortlist or negotiate with any one or more Respondents;

decide that a Respondent will, or will not, be an Invited Offeror;

invite offers to provide the Services for the Project in any manner and from any party it chooses;

decide not to invite offers for the provision of the Services for the Project; and

provide the Respondent’s EOI Submission to a third party of the Client’s choosing for the purposes of having that third party undertake procurement activities in relation to, or engage a party to provide, the Services for the Project.

### No Claim

* + - * 1. The Client will not be liable for payment of any costs of any nature whatsoever, nor liable for any claim for loss or damage against the Client by the Respondent in relation to:

the preparation, submission or any negotiation of any EOI Submission;

the Respondent’s or any other party’s participation in or exclusion from any future procurement activity in relation to the Services for the Project; or

the Client’s exercise or non-exercise of any discretion provided for in this EOI.

### Copyright and Intellectual Property

* + 1. The EOI Requirements remain, at all times, the property of the Client.
		2. All rights of intellectual property, including copyright, in the EOI Requirements and other documents supplied to the Respondent by or on behalf of the Client are the property of the Client and will not be used by the Respondent for purposes other than the preparation of the EOI Submission, except with the prior written approval of the Client.
		3. All material of any nature whatsoever submitted as, with or in relation to the Respondent's EOI Submission is and remains the property of the Client.
		4. The Respondent indemnifies the Client against any loss, costs, expenses, demands or liability, whether direct or indirect, arising out of any claim by a third party against the Client alleging that the material contained in the EOI Submission or acts by the Client in relation to the Client’s use of the material contained in the EOI Submission infringe any Intellectual Property Rights of that third party.

### Privacy and Personal Information

* + - * 1. If the Respondent collects or has access to any Personal Information in connection with the EOI Requirements or the EOI Submission, the Respondent must comply, as if it was the Client, with the privacy principles in the *Information Privacy Act 2009* (Qld) or the Australian Privacy Principles in the *Privacy Act 1988* (Cth), as applicable, in relation to that Personal Information and comply with all reasonable directions of the Client relating to the Personal Information.

### Right to Information

* + 1. The RTI Act provides members of the public with a legally enforceable right to access documents held by Queensland Government agencies. The RTI Act requires that documents be disclosed upon request, unless the documents are exempt or on balance, disclosure is contrary to public interest.
		2. Information contained in the EOI Submission is potentially subject to disclosure to third parties. In the assessment of any disclosure required by the Client pursuant to the RTI Act, the Respondent accepts that any information provided in the EOI Submission, including information marked as confidential, will be assessed for disclosure in accordance with the terms of the RTI Act.

## PROJECT INFORMATION

GUIDENOTE: [DELETE BEFORE PUBLISHING]

Project Manager to insert, including attachments.

The following must be included:

* Description of the Project
* Description of the Services
* Conditions of Contract (Special Conditions and completed Annexure)
* PQC Level

## SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA

[Guide Note: Example only – Project Manager to complete – DELETE GUIDE NOTE]

The Submission Requirements corresponding to the Evaluation Criteria are set out herein. The EOI Submission should include all documentation and information required to fulfil the Submission Requirements, which should be clearly marked to correspond with the Evaluation Criteria and lodged with the Submission Form. Submissions should not exceed the stipulated maximum number of pages (if any). Any documentation or information in excess of any stipulated page limits will not be considered in the evaluation of the EOI Submission.

[Guide Note: Project Manager to consider how this will be addressed in the evaluation plan where the page limits are exceeded – DELETE GUIDE NOTE]

**Evaluation Criteria**

|  |  |  |
| --- | --- | --- |
| Evaluation Criterion No. | Evaluation Criterion Description | Criterion Weighting |
| EC1 | [insert evaluation criteria – for example Capability & Capacity] | [ ] % |
| EC2 | [insert evaluation criteria – for example Relevant Experience] | [ ] % |
| EC3 | [insert evaluation criteria – for example Task Appreciation] | [ ] % |
| EC4 | [insert evaluation criteria – for example Local Benefits Test] | [ ] % |

Submission Requirements

[Guide Note: Project Manager must include in Submission Requirements any specific deliverables called for elsewhere in the EOI Requirements – DELETE GUIDE NOTE.]

1. **EC 1 – [Refer to table above for heading]**
	1. Provide details that are required to be provided to enable evaluation of EC1
	2. Detail any aspects that can be provided as an appendix to the submission that will not be counted in the page limit.

***Please limit your response to this section to a maximum of [XX] No. A4 pages.***

[include if applicable Excluded from this page limit is XXXX which can be provided in a separate appendix and will not be counted within the maximum page limit.]

1. **EC 2 – [Refer to table above for heading]**
	1. Provide details that are required to be provided to enable evaluation of EC2
	2. Detail any aspects that can be provided as an appendix to the submission that will not be counted in the page limit.

***Please limit your response to this section to a maximum of [XX] No. A4 pages.***

1. **EC 3 – [Refer to table above for heading]**
	1. Provide details that are required to be provided to enable evaluation of EC3
	2. Detail any aspects that can be provided as an appendix to the submission that will not be counted in the page limit.

***Please limit your response to this section to a maximum of [XX] No. A4 pages.***

1. **EC 4 – [Refer to table above for heading]**
	1. Provide details that are required to be provided to enable evaluation of EC4
	2. Detail any aspects that can be provided as an appendix to the submission that will not be counted in the page limit.
		* + 1. ***Please limit your response to this section to a maximum of [XX] No. A4 pages.***

Project Manager to consider the appropriate way to deal with the following (if required at this stage):

* Quality Assurance AS/NZS ISO 9001
* Environmental Management System AS/NZS ISO 14001
* Financial capacity