

Contract Details

PSC-25-2020 Workplace Investigation

Public Service Commission

Q Workplace Solutions

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The Queensland Government is committed to inclusion and diversity

We are committed to building an inclusive and diverse workforce that better reflects the community we serve — and because it makes the best business sense. This means creating an inclusive culture that promotes the skills and insights of our people irrespective of gender, ethnicity, generation, sexual orientation or disability. We encourage our suppliers to implement policies and practices that reflect our commitment.

1. Introduction

This whole document forms part of the Contract.

Changes which do not comply with the requirements in this section do not form part of the Contract

2. General information

No.	Topic	Details
1	Customer	Name: The State of Queensland (acting through the Public Service Commission) ABN or ACN: 73 289 606 743
2	Customer contact details	Contact person: Julian Howe Position: Director Street address: Level 27, 1 William Street, Brisbane QLD Postal address: PO Box 15190, City East, QLD 4002 Email: All notices and other communication relating to the Contract are to be sent to the Customer at the details set out in this item, or any updated details that the Customer provides to the Supplier in writing.
3	Supplier	Name: Q Work Place Solutions Pty Ltd ABN or ACN: 16 153 018 109
4	Supplier contact details	Contact person: Paula Hctor Position: Principal, Q Workplace Solutions Street address: 79 Broadway Street Woolloongabba QLD 4102 Postal address: PO Box 538 Coorparoo QLD 4151 Email: <input type="text"/>

No.	Topic	Details
		All notices and other communication relating to the Contract are to be sent to the Supplier at the details set out in this item, or any updated details that the Supplier provides to the Supplier in writing.
5	Subcontractor(s)	Not applicable.
6	Contract term	Start date: 17 August 2020 End date: Upon completion of services. Extension options: Nil.
7	Cap on liability	The cap on liability (in the aggregate) is 3 times the total of all Prices payable under the Contract, or as limited by law.
8	Insurance	<p>Workers compensation insurance as required by law</p> <p>Public liability and products liability insurance: Minimum amount: \$10 million in respect of each claim</p> <p>Professional indemnity insurance: Minimum amount: \$2 million in respect of each claim</p> <p>Other insurances: Not required</p>
9	Customer inputs	The Customer will provide the inputs described in the Terms of Reference at Annexure A.
10	Site details	The Supplier will perform the Services at its own premises or other locations within the Brisbane CBD as required to complete the investigation.
11	Authorisations	The Supplier and its Key Personnel have the required licenses, permissions and authorities necessary for the Supplier to perform this Contract.
12	Security requirements	Not required.
13	Conflict of Interest	

No.	Topic	Details

3. Terms and conditions of the Contract

3.1. Definitions and interpretation

The definitions and rules of interpretation applicable to the Contract are available on the [Department of Housing and Public Works website](#), current as at August 2020.

3.2. Base terms

The General Contract Conditions apply to the Contract. A copy of these terms is attached and available on the [Department of Housing and Public Works website](#), current as at August 2020.

3.3. Contract departures – Customer changes

Changes made in accordance with this section that are agreed between the parties will override any other section of this document.

Clause	Departures
5(v) (Supplier general obligations)	The following is inserted at the end of clause 5: (v) (Ethical Supplier Threshold) must comply with the Ethical Supplier Threshold and notify the Customer in writing within seven days if any breach of the Ethical Supplier Threshold occurs.
20.1(f) (Termination For cause – by Customer)	The following is inserted after clause 20.1(e): (f) the Customer reasonably suspects the Supplier is not complying with the Ethical Supplier Threshold or the Supplier notifies the Customer of a breach of the Ethical Supplier Threshold, and (i) the Supplier has not responded to a show cause notice from the Customer within 14 days; or (ii) the Customer, following consideration of the representations made by the Supplier in response to a show cause notice, elects to terminate the Contract.
Definitions and Interpretation	The following definitions are inserted in the 'Definitions and Interpretation' document: Ethical Supplier Threshold means the Ethical Supplier Threshold described in paragraph 2.3 of the Queensland Procurement Policy.

Clause	Departures
	Government Department or Instrumentality means any governmental regulator, including Work Health Safety Queensland, the Queensland Building and Construction Commission, the Fair Work Commission and the Australian Building and Construction Commission.

3.4. Contract departures – Supplier changes

Changes made in accordance with this section that are agreed between the parties will override any other section of this document.

Clause No.	Reason for change requested	Change proposed
Clause 2.7 of this Contract Details Document	Given the relatively high risk of potential litigation in relation to workplace investigations, we do not agree to a liability cap of \$5 million.	Delete 2.7(a) and cap liability at 3 times the total of all Prices payable under the Contract.
Clause 12(e) of the General Contract Conditions	<p>Clause 12(e) provides that we would be indemnifying the Customer against any claim by a third party relating to the contract.</p> <p>Given the relatively high risk of litigation relating to workplace investigations by third parties (such as employees and former employees) we cannot provide a full indemnity over any third party claims.</p> <p>Our usual Standard Terms and Conditions, provide that our client indemnifies us against any claims by third parties, save for circumstances where a claim has resulted from any wilful misconduct by QWS employees/directors.</p>	<p>Delete 12(e).</p> <p>We request that the following indemnity clauses be inserted:</p> <p><i>The Customer agrees to indemnify the Supplier and its directors and employees against all liabilities, applications, claims, costs or expenses incurred by the Supplier in respect of any application, claim or action by a third party in connection with the provision of the Services. This indemnity does not apply to any liabilities, costs or expenses incurred in defending a claim by a third party which results from any wilful misconduct by the Supplier or the Supplier's directors and employees.</i></p>

4. Forming the Contract

4.1. Acknowledgements and certifications

The Supplier:

- (a) agrees to provide the Goods, Services and other Deliverables to the Customer on the terms described in the Contract.

- (b) certifies that it has read, understands, and complies with all the requirements of the Contract.
- (c) acknowledges that only proposed Contract changes which comply with sections 3.3 and 3.4 form part of the Contract.
- (d) represents that all the information provided by it and referenced in the Contract is complete, accurate, up to date and not misleading in any way.
- (e) acknowledges that the Customer is relying on the information provided by the Supplier and referenced in the Contract in entering into the Contract.
- (f) acknowledges that the Customer may suffer damage if any of that information is incomplete, inaccurate, out of date or misleading in any way.

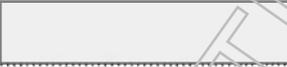
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4.2. Forming the Contract

4.2.1. Agreement by Supplier

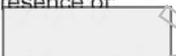
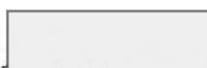
The Supplier will sign in this section. By signing, the Supplier is offering to enter the Contract on the terms set out in this document. If the Supplier does not execute this document itself, it must (if the Customer requests) provide adequate evidence that the signatory is properly authorised to execute this agreement.

If the parties agree any changes to this document after the date of the Supplier's signature (but before the Customer accepts the Supplier's offer as described below), the Supplier and Customer will prepare a new version of the document incorporating the agreed changes, which will replace this document. The Supplier will sign the new document, offering to enter the Contract on the amended terms.

Date	18.08.2020
EXECUTED for and on behalf of:)
Q Work Place Solutions Pty Ltd)
by its authorised representative, in the presence of:)
)
Signature of witness)
KATHRYN SKEWES)
Name of witness (block letters))
79 BROADWAY ST, WOOLLOONGABRA)
Address)
)
Signature of authorised representative)
By executing this agreement the signatory warrants that the signatory is duly authorised to execute this agreement on behalf of the Supplier)
PAULA MOGOT)
Name of authorised representative (block letters))
PRINCIPAL + DIRECTOR)
Position of authorised representative)

4.2.2. Agreement by Customer

The Customer may accept the Supplier's offer either by signing in this section, or separately confirming to the Supplier in writing that the Customer accepts the Supplier's offer.

Date	18.08.2020
EXECUTED for and on behalf of:)
The State of Queensland acting through the Public Service Commission)
by its authorised representative, in the presence of:)
)
Signature of witness)
NIKOLA NEHRING)
Name of witness (block letters))
1 WILLIAM ST, BRISBANE)
Address)
)
Signature of authorised representative)
By executing this offer the signatory warrants that the signatory is duly authorised to submit this offer on behalf of the Customer)
Robert John SETTEK)
Name of authorised representative (block letters))
CE, PSC.)
Position of authorised representative)

Schedule 1 – Requirements

The Supplier must provide the Services specified below to the Customer, in accordance with the Requirements described in this Schedule.

1. Requirements for Services

The Customer requires the Supplier to undertake a workplace investigation in accordance with the Terms of Reference detailed at Annexure A.

2. Key Personnel

Name and Position	Contact details	Role / Key obligations	Committed level
<div style="border: 1px solid black; width: 100px; height: 20px; margin-bottom: 5px;"></div> Practice Leader, Workplace Investigator	Ph: <div style="border: 1px solid black; width: 100px; height: 20px; display: inline-block;"></div> Email: <div style="border: 1px solid black; width: 200px; height: 20px; display: inline-block;"></div>	<i>Lead Investigator</i>	<i>As required</i>

3. Other Requirements

Due to the highly sensitive nature of the material that will be provided to the Supplier to perform the Services, the Supplier's Key Personnel must sign a Deed of Confidentiality and Privacy substantially in the form of Annexure B, upon execution of the contract.

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Schedule 2 – Price and Payment Terms

1. Price

1.1. Fees

- 1.1.1. Fees will be charged by QWS based on the amount of time taken to provide the Services. Our current hourly rate is (exclusive of GST). We will notify you in writing of any change to this hourly rate.
- 1.1.2. A reduced fee rate is payable for time spent travelling in connection with the Services (for example to and from the site to attend interviews). This reduced rate is calculated at 50% of the current hourly rate.
- 1.1.3. Should QWS be required to respond to requests under our Privacy Policy (accessible at www.qworkplace.com.au/privacy) or give evidence in relation to the Services provided in any appeal process or other legal proceedings, fees for any response(s), preparation and appearance will be charged by QWS on the current hourly rate. You also agree to pay the costs of legal representation deemed necessary by QWS if we are required to provide evidence in respect of the Services in any legal proceedings.

1.2. Expenses

- 1.1.3. In addition to the payment of fees (above), you agree to reimburse QWS for expenses reasonably incurred in the performance of the Services (such as transcription, electronic file management and travel expenses).
- 1.1.4. Printing will be charged per page side for A4 - 30c (B&W), 60c (Colour) and for A3 - 50c (B&W), \$1.00 (Colour) (ex GST).
- 1.1.5. Other administrative costs will be charged at per hour (ex GST).
- 1.1.6. All expenses will be itemised in our invoices.

1.3. Estimate of fees:

- 1.3.1. We will provide to the PSC Executive Director and Corporate Counsel David Reed within 7 days of receiving the Appointment and Terms of Reference an estimation of costs to conduct the investigation according to the proposed Investigation Plan through to the production of a final Investigation Report.
- 1.3.2. In the event it appears we will exceed our estimate we immediately notify our client and seek approval for a fee uplift. We do not exceed our fee estimate without approval.

2. Price reviews

Not applicable.

3. Payment plan/milestones

QWS will present interim invoices at such intervals as it considers appropriate and payment of each invoice will be required within 14 days.

4. Payment methods

The Customer will pay the Supplier via Electronic Funds Transfer (EFT). The Supplier must include banking details with all invoices.

5. Discounts or rebates

Not applicable.

6. Other pricing information

The Supplier reserves the right to retain the Customer's files and documents if the Customer owes money to QWS for fees or expenses.

Schedule 3 – Performance Measurement

This Schedule describes how the Supplier’s performance will be measured under the Contract, including:

- Key performance indicators, minimum service level requirements, acceptance criteria or other performance measures proposed by the Customer;
- Details of how KPIs will be measured (e.g. identify reports)
- Consequences if performance is unsatisfactory.

Key Performance Indicators / Service Levels

Measure	Purpose	Performance Target	Measurement Calculation	Frequency of Measurement	Responsibility	Minimum score	Consequences of failure
Delivery of services in accordance with key milestones	To ensure services are delivered as agreed	100% of milestones achieved by agreed dates	Comparison of achievement dates against agreed milestone schedule	Once upon the completion of each milestone	The Customer is responsible for measuring this KPI	N/A	The Schedule of payments is aligned to the achievement of milestones

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Schedule 4 – Governance

This Schedule sets out governance arrangements applicable to the Contract.

1. Reporting requirements

The Supplier must provide the following reports:

As detailed in the Terms of Reference at Annexure A.

The Customer must provide the following reports:

As detailed in the Terms of Reference at Annexure A.

2. Meeting requirements

The Supplier must attend the following meetings:

To be agreed with the Supplier.

3. Escalation of issues

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Annexure A – Draft Terms of Reference

Investigation into allegations relating to the appointment of a school principal

Appointed Investigator

QWorkplace Solutions

Subject Officers:

1. Purpose and scope

The Investigator is appointed to investigate the allegations listed below and to gather all relevant information for the purpose of determining whether there is sufficient evidence to substantiate the allegations, on the balance of probabilities.

2. Background to investigation

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Robert Setter
Commission Chief Executive

Public Service Commission

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28 July 2020

Strictly Confidential

David Reed
Interim Executive Director/Corporate Counsel
Public Service Commission

Julian Howe
Interim Director
Advisory and Analytics
Public Service Commission

By email: Julian.Howe@psc.qld.gov.au David.Reed@psc.qld.gov.au

Dear David and Julian

Department of Education investigation



Fee Estimate

We provide you with an estimate for each stage of the investigation, as identified in the Investigation Plan.

We estimate that the investigation will take between [redacted] hours to complete. At our hourly rate of [redacted] this amounts to a fee estimate of **\$40,480.00 - \$62,100.00** (excluding GST, and expenses). Please note we charge travel time at 50% of our hourly rate from our Woollongabba offices.

In the event that it appears that we may exceed our fee estimate, we will notify you immediately and will not incur any additional fees without firstly obtaining your express approval in writing to do so.

Appendix A provides further detail on the estimated time to complete each stage of the investigation.

Communication Protocols



Please don't hesitate to contact us should you require clarification on any of the above. We look forward to working with you.

Yours faithfully,

Q Workplace Solutions



Workplace Investigator

E: [Redacted]

M: [Redacted]

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Appendix A: Fee Estimate

Investigation process

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Total:

hours

(\$40,480.00 -
\$62,100.00 excl
GST)