



REQUEST FOR TENDER

REGISTER OF PREQUALIFIED SUPPLIERS (ROPS)
CAIRNS ACTIVE LIVING PROGRAM

CONTRACT NUMBER: ROPS CT005469

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Part 1 – Preamble

1. GENERAL

Cairns Regional Council (the Principal) invites submissions from suitably qualified and experienced professionals (Suppliers) to deliver group health, fitness and wellbeing sessions to the local community across the Cairns Central Business District (CBD) and surrounding suburbs.

The sessions form part of the Cairns Active Living Program, which was first introduced by the Principal in 2003 to encourage community participation in physical activity by providing free sessions in local parks and community spaces (refer to Table 1).

Cairns Active Living Sessions may be delivered in parks and at community facilities owned by the Principal throughout the Cairns Local Government Area (LGA), providing accessible opportunities for residents to participate in health, fitness and wellbeing activities within their local communities.

Table 1: Potential Cairns Active Living class locations cross the LGA

Location	Park and Community Spaces
Trinity Beach	Vasey Esplanade (Northern end) Coastwatcher Park Trinity Beach Community Hall
Hollaway's Beach	Syd and Jane Granville Park
Caravonica	Lake Placid, Recreational Reserve
Brinsmead	Loridan Drive Park Glenoma Park
Cairns Esplanade	Fogarty Park Beach Volleyball Courts Cairns Lagoon Eastern Events Lawn Western Events Lawn
Edge Hill	Flecker Gardens Fitzalan Garden
Manunda	Harald Falge Park
Earlville	Henleys Hill Park Lions Club of Cairns Park
Whiterock	Khalu Park
Mount Sheridan	Bill Mills Park
Edmonton	Down Park Down Park Community Hall Ravizza Park
Gordonvale	Norman Park
Babinda	Bill Wakeham Park

Suppliers are required to familiarise themselves with their preferred park locations and associated facilities prior to submitting a Response. Final class locations will be determined at the discretion of the Principal, having regard to the suitability of each location for the proposed activity. Not all activities will be suitable for delivery at every location listed above.

Suppliers must nominate their preferred days and times for delivering sessions in their Response. The Principal will assess these preferences against community needs, existing park usage patterns and the overall program schedule when determining the final class locations and allocation of session days and times.

2. TERM

This ROPS arrangement will commence on Monday 1 February 2027 (Start Date) and expire on 23 December 2028 (End Date).

The Principal may, in its absolute discretion, extend the End Date by up to two extension options of up to 12 months each, by giving written notice to this effect to the Supplier at any time prior to the End Date. The maximum Term may be four years, subject to extension options being exercised.

3. REGISTER OF PREQUALIFIED SUPPLIERS (ROPS)

Pursuant to section 232 of the *Local Government Regulation 2012* (Qld), the Principal intends to establish a Register of Prequalified Suppliers (ROPS) and appoint prequalified suppliers to a non-exclusive panel arrangement as detailed in Part 5 – Scope for the term stated in Part 2 – Tender Information.

The Tenderer should note that acceptance of the Tenderer's tender does not guarantee that the Tenderer will be engaged to provide any, or any minimum amount, of the services during the Term.

4. TENDER INFORMATION SESSIONS

For Suppliers requiring support or assistance with their tender or further information, Suppliers are invited to make an appointment for a tender session. To make an appointment, please contact ActiveLiving@cairns.qld.gov.au with details of your preferred time, day and date.

5. GENERAL COUNCIL INFORMATION

Cairns Regional Council covers an area of 1687 square kilometres in Far North Queensland. It extends from the Eubenangee Swamp (near Mirriwinni) in the south, to the Macalister Range (near Ellis Beach) in the north.

Cairns Regional Council is established and operates under the *Local Government Act 2009* and the *Local Government Regulation 2012*. The elected Council consists of the Mayor and nine Councillors who each represent a division. The administration is headed by the Chief Executive Officer. The management of Council operations is administered by six Directorates. Each Directorate is governed by a Director, with the Finance Directorate headed by the Chief Financial Officer. Each Director reports directly to the CEO.

Cairns Regional Council currently has approximately 1250 staff and an annual budget of more than \$786 million (2026/2027), Cairns Regional Council is a significant local economic driver.

Cairns Regional Council provides community services and facilities, and it is also responsible for making and enforcing local laws. Traditionally, Councils have provided only core services such as roads, water supply and sewerage, but more and more they are becoming involved in the social, economic and cultural development of their communities, and in improving local living environments. Council raises its revenue from rates levied against residential and commercial properties and spends those resources on delivering a variety of quality

services to a range of diverse communities. Some of the primary services include waste management, recycling, water supply, sewerage reticulation, road construction and maintenance, parks and gardens, swimming pools, libraries, community halls, animal management, regulated parking, town and strategic planning, environmental management, sport and recreation facilities, drainage, flood mitigation, and disaster and emergency management.

Part 2 – Tender Information

Principal:	Cairns Regional Council (ABN 24 310 025 910)	
Tender Name:	Register of Prequalified Suppliers (ROPS) CT005469 – Cairns Active Living Program	
Scope:	The service requirements are described in more detail in Part 5 – Scope.	
Term:	Approximately two years with proposed commencement on 1 February 2027, expiring 23 December 2028 (End Date).	
Extension Options:	Two extension options of up to 12 months each, at the discretion of the Principal	
Tender Closing Time:	4.30pm on Monday 23 November 2026 <i>Note// The tenderer must allow adequate time for the tender (including all supporting documents) to upload and received by the closing time.</i>	
Evaluation Criteria:	Criteria	Weighting (%)
	Key personnel qualifications and experience	35%
	Program planning and equipment and resource requirements	30%
	Demonstrated ability to comply with safety and administrative requirements	35%
Tender Box:	Tenders must be submitted to ActiveLiving@cairns.qld.gov.au	
Tender Format:	Tenders must consist of: <ul style="list-style-type: none"> 1 x complete copy of the tenderer's tender in a single PDF document File names must include the contract number and a brief description of the document.	
Tender Validity Period:	120 calendar days from the Tender Closing Time	
Procurement Administrator:	Julia Deleyev Contracts tender@cairns.qld.gov.au	
Principal's Complaints Manager:	Governance 1300 69 22 47 complaints@cairns.qld.gov.au	

Part 3 – Procurement Process Conditions

(Conditions of Tendering)

The Procurement Process Conditions are the terms and conditions that are included as part of a Request for Tender, which set out the procedural rules that will govern a tender or procurement process, including the requirements for a compliant Tender and the evaluation criteria and process for evaluating, selecting and/or rejecting tenders received.

[Procurement Process Conditions \(PDF, 0.31 MB\)](#)

(Version 1.3, November 2020)

Part 4 – Contract

The Standard Terms and Conditions govern the Services provided to Cairns Regional Council and will comprise the Contract between the Supplier and Council.

(Standard Terms and Conditions for Services)

[Standard Terms and Conditions for Services \(PDF, 0.36MB\)](#)

(Version 1.9, October 2020)

Part 5 – Scope

1. INTRODUCTION

- 1.1. **(General)** Cairns Regional Council (the Principal) requires the services of suitably qualified professionals (Suppliers) for the delivery of sessions for the Cairns Active Living Program.

The Cairns Active Living Program was first introduced by the Principal in 2003 to encourage community participation in physical activity by providing free sessions in local parks and community spaces.

- 1.2. **(Program Overview)** The Cairns Active Living Program currently provides various session modes with a total of 20 sessions delivered throughout the Cairns LGA. The Cairns Active Living Program has potential to expand in the future and is inviting applicants to tender to deliver a broad range of health, fitness/physical activity/exercise, and wellbeing sessions.
- 1.3. **(Mode of Session)** Qualified suppliers must develop and implement sessions within their professional capacity. The Supplier proposes the preferred mode of the session. The Supplier is to adhere to the specified mode of delivery. The mode of the session must be clearly communicated to the Principal and the community. The Principal reserves the right to amend the mode of the session at their discretion with potential amendment of the Supplier selected due to mode scope and experience.
- 1.4. **(Session Delivery)** The Supplier is to develop and deliver sessions that can accommodate all levels (e.g. Beginner, Intermediate, Advanced). The Supplier is expected to advise the Principal and the community if participants are required to provide their own equipment for the session and provide potential level progression.
- 1.5. **(Inclusive and Accessible Activities)** All Cairns Active Living activities must be delivered in a safe, welcoming and inclusive manner. Activities should be designed or adapted, where appropriate, to support participation by people with varying ages, backgrounds, fitness levels, abilities and experience. Suppliers should outline any modifications, accessibility measures or inclusive practices that will be used to support participation in the Tender. Proposals for classes specifically designed to meet the needs of one or more of the following groups will be considered; seniors, young people, family groups and people with disabilities. Where a class is specifically designed to meet the needs of one of these groups, this should be clearly specified by the Supplier in their proposal.
- 1.6. **Relationship to General Conditions)** This document is to be read subject to and in conjunction with the Principal's Standard Terms and Conditions for Services. Terms which are defined in the Standard Terms and Conditions for Services which are not separately defined in this Scope shall have the meaning given to them in the Standard Terms and Conditions for Services except to the extent that the context otherwise requires.
- 1.7. **Contract only upon engagement)** The Supplier may be appointed as a Prequalified Supplier under the Register of Prequalified Suppliers (ROPS) but no contract will exist with the Principal unless and until the appointed Supplier is subsequently engaged to provide CARINS Active Living Program sessions.

2. TERM

- 2.1. **(Term)** This ROPS arrangement will commence on the 1 February 2027 (Start Date) and expire on 23 December 2028 (End Date).
- 2.2. **(Extension of Term)** The Principal may, in its absolute discretion, extend the End Date by up to two extension options of up to 12 months each, on the same terms as this ROPS arrangement.

- 2.3. **(Additional Suppliers)** At any time during the Term of the ROPS or subsequent Extension options, the Principal reserves the right to go to market and invite additional Suppliers to be appointed to the Register of Prequalified Suppliers subject to the Standard Terms and Conditions for Services. The Term of any additional Supplier appointed to the ROPS through a Refresh process will match the existing Term in clauses 2.1 and 2.2.

3. **SUPPLIER OBLIGATIONS**

- 3.1. **(Insurances)** Subject to clause 23 of the Principle's Standard Terms and Conditions, the Supplier must effect and maintain the following insurances for the duration of the Contract:

- Public liability insurance for not less than \$20 million in respect of any one occurrence; and
- Workers' compensation insurance as required by law, if applicable.

For the purposes of this ROPS arrangement, professional indemnity, motor vehicle and plant and equipment insurances are not required unless specifically applicable to the Supplier's performance of the Services.

- 3.2. **(Qualifications and Registrations)** Suppliers must be suitably qualified and experienced to deliver sessions within the Cairns Active Living Program. The Supplier must provide current qualifications and registrations. The Supplier is required to provide documentation annually to the Principal's Representative responsible for the Cairns Active Living Program.
- 3.3. **(First Aid Certification)** The Supplier and Personnel involved in delivery of Cairns Active Living Program are required to maintain current certification in First Aid (HLTAID001/HLTAID009 HLTAID002/HLTAID010 and HLTAID003/HLTAID011 as a minimum). The Supplier is required to provide documentation and certification annually to the Principal representative responsible for the Cairns Active Living Program.
- 3.4. **(Cardiopulmonary Resuscitation Certification)** The Supplier and its Personnel involved in delivery of Cairns Active Living Program are required to maintain current Cardiopulmonary Resuscitation (CPR) Certification (HLTAID001/HLTAID009). The Supplier is required to provide documentation of an annual refresher to the Principal responsible for the Cairns Active Living Program.
- 3.5. **(Working with Children Blue Card)** The Supplier and its Personnel involved in the delivery of Cairns Active Living Program require a positive Working with Children Blue Card check. The Supplier is required to provide documentation annually to the Principal's representative responsible for the Cairns Active Living Program. A formal exception card is an alternative option if the Supplier currently has other qualifications enabling them to work with children.
- 3.6. **(Site Requirements)** Each Supplier will be required to (but not limited to):
- Familiarise themselves with the sites and facilities
 - Complete a site induction with a Principal representative prior to commencement of first session
 - Abide by Workplace Health and Safety obligations and address risk assessments for the site

4. SESSION LOCATIONS AND TIMES

- 4.1. **(Locations)** The Principal operates the Cairns Active Living Program across various suburbs and locations (refer to Table 1):

Table 1: Cairns Active Living Sites delivered throughout the Cairns LGA

Location	Park and Community Spaces
Trinity Beach	Vasey Esplanade (Northern end) Coastwatcher Park Trinity Beach Community Hall
Hollaway's Beach	Syd and Jane Granville Park -
Caravonica	Lake Placid, Recreational Reserve
Brinsmead	Loridan Drive Park Glenoma Park
Cairns Esplanade	Fogarty Park Beach Volleyball Courts Cairns Lagoon Eastern Events Lawn Western Events Lawn
Edge Hill	Flecker Gardens Fitzalan Garden
Manunda	Harald Falge Park
Earlville	Henleys Hill Park Lions Club of Cairns Park
Whiterock	Khalu Park
Mount Sheridan	Bill Mills Park
Edmonton	Down Park Down Park Community Hall Ravizza Park
Gordonvale	Norman Park
Babinda	Bill Wakeham Park

- 4.2. **(Site Allocation)** Suppliers must nominate their preferred locations by identifying the parks and/or facilities where they propose to deliver sessions. The Principal will determine the final allocation of parks and facilities for sessions, taking into consideration existing usage levels, the suitability of each location for the proposed activity and the overall geographic distribution of the Cairns Active Living Program.

All locations are subject to change at the Principal's discretion to accommodate changing circumstances, community needs, operational requirements and program priorities.

- 4.3. **(Maintaining Site)** The Supplier must arrive on site with all equipment and materials required to deliver the session and ensure the site is left clean, tidy and free of any items or waste associated

with the activity. All equipment must be removed following the session, and rubbish must be disposed of appropriately or removed from the site.

The Supplier must take all reasonable care to prevent damage to the site and its facilities. Any dumping, damage or vandalism identified at the site must be reported immediately to the Principal's representative.

- 4.4. **(Session Duration)** The Supplier must deliver one 60-minute physical activity or wellbeing session per week for the community, in accordance with the activities and services outlined in the Supplier's Scope.
- 4.5. **(Session Times)** The Supplier must nominate their preferred session days and times in accordance with the options outlined in Table 2. Preferred days and times are negotiable and subject to agreement with the Principal.
The Principal will consider community needs, existing park and facility usage patterns, and the overall program schedule when determining the final allocation of session days and times. The Principal will confirm the agreed arrangements with the Supplier prior to engagement.

Table 2: Day and time options to deliver the Cairns Active Living Program

Time	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
6.30am						
7.30am						
9.00am						
9.30am						
4.00pm						
4.30pm						
5.00pm						
5.30pm						

- 4.6. **(Commitment to Deliver Session)** The Supplier must ensure that all sessions are delivered as per their allocated schedule. The Supplier must recruit a qualified employee/Personnel who has completed the required training and processes to deliver a session if the usual Supplier (staff member) is unavailable. The mode of session may be modified if needed by the recruited qualified employee/Personnel to ensure the session is able to be delivered. If the mode is modified, the Supplier must notify the Principal Representative prior to delivery of the session.
- 4.7. **(Prior to Delivery of Session)** The Supplier is expected to adhere to pre-session procedures. The Supplier is required to arrive early to conduct a site review, set up the session, welcome participants and complete appropriate participant screening prior to commencement. During the annual induction, the Supplier and Principal will revise the processes to ensure thorough compliance. Negotiation may be required between the Supplier and the Principal where the Supplier does not have established procedures covering these requirements, the Principal will provide guidance and induction to ensure the Supplier understands and complies with the Principal's expectations and applicable procedures.
- 4.8. **(Post-delivery of Session)** The Supplier is required to follow the guidelines provided to the Supplier at the induction. Tasks include (yet are not limited to) recording modification of risk assessment if needed, pack down of the session, farewell of participants and leaving the site clean and tidy.
- 4.9. **(Inaccessible Facilities)** The Supplier must notify the Principal's Representative of the location of any facilities which cannot be accessed and are required for use (e.g., Toilet, park access)

- 4.10. **(Weather Cancellations)** The Supplier is expected to monitor communication methods from the Principal if weather is a concern. The Supplier may contact the Principal directly to negotiate the outcome. Communication from the Principal will determine if the session is to continue or is cancelled. Payment will not be provided if the session is cancelled by the Principal due to weather.
- 4.11. **(Weather Uncertainty)** The Supplier is expected to attend the site to deliver the session if the Principal has not stated otherwise. The Supplier is authorised to cancel the session if weather inhibits the session due to safety concerns once on site. Payment will be provided if the Supplier attends the session but is required to cancel due weather-related safety concerns if the session is not cancelled by the Principal.
- 4.12. **(Public Holidays)** The Supplier will proceed with delivery of sessions on public holidays with exception of the following:
- Australia Day
 - Good Friday, Easter Saturday, Easter Sunday, and Easter Monday
 - Anzac Day (25 April)
 - King's Birthday
 - Written notification from the Principal may result in cancellation of the Cairns Active Living Program on a selected public holiday
- 4.13. **(Christmas/New Year closure Period)** The Cairns Active Living Program will cease for a minimum of six weeks during the Christmas/ New Year and wet season period. An alternative closure period may be negotiated with the Principal for indoor and water-based activities not impacted by weather. Suppliers will be notified by the Principal regarding the Christmas/New Year closure period at least one month prior to the closure. The Suppliers are required to communicate the dates to the participants.

5. **PERSONNEL**

- 5.1. **(Compliance of Workers)** The Supplier must ensure that each worker:
- (a) is qualified, is fully trained, competent and fit to fulfil the service;
 - (b) acts in accordance with all requirements
 - (c) complies with directions from the Principal in connection with the Services;
 - (d) wears appropriate professional exercise attire or branded/logo uniform and closed in shoes as required for necessary tasks.
- 5.2. **(Personnel Qualifications)** The Supplier must ensure all qualifications and relevant experience of all Supplier Personnel (including volunteers) are provided to the Principal.
- 5.3. **(Suitability of Personnel)** The Supplier must, within 24 hours of a request by the Principal, provide current copies of any supporting documents and any other evidence requested by the Principal including previous experience to ensure that the Supplier's Personnel complies with requirements.
- 5.4. **(Assessment of Performance)** Supplier Personnel may be assessed by the Principal. Performance assessment may include an assessment of timeliness of attendance, skills and productivity of the Personnel, attention to workplace health and safety, and ability to work effectively with others and interact professionally with community members.
- 5.5. **(Conduct)** The Supplier and its employees are expected at all times to exercise good judgment and common sense and conduct themselves in an appropriate and professional manner
- 5.6. **(Communication)** The Supplier is required to read emails and communicate with the Principal via email as the most preferred method. The Supplier may be required to provide a response to the Principal if specified in the email correspondence. If the Supplier is expected to respond via email,

the Principal will specify a date. The Supplier is expected to make phone contact for immediate concerns yet should acknowledge that phone contact is considered the second preference of communication.

- 5.7. **(Responding to Communication)** Personnel have an opportunity to be included in the communication process at the discretion of the Supplier. Details need to be provided by the Supplier to ensure this process occurs.
- 5.8. **(Professionalism)** During the period the Supplier is scheduled to engage in services, the Supplier is expected to maintain high levels of professionalism, including but not limited to the following:
- strive for the highest standards in their professional activities
 - not discriminate on the grounds of race, gender, age, location, social status, or disability
- 5.9. **(Appropriate Attire for Session)** It is the responsibility of the Supplier to ensure all Personnel wear appropriate attire to the session. This includes (yet not limited to): footwear, suitable clothing, hats, etc. The Supplier and Personnel have a responsibility to role model correct attire and to advise participants to wear appropriate attire for safety reasons.
- 5.10. **(Privacy Act)** Suppliers and Personnel are to respect the privacy of all individuals and must adhere to the [Information Privacy Act 2009 \(Qld\)](#).

6. EQUIPMENT, CONSUMABLES AND RESOURCES

- 6.1. **(Equipment)** The Supplier is to consider if participant equipment is necessary. The Supplier is required to supply all necessary equipment for classes.
- 6.2. **(Equipment Quality)** Equipment is the responsibility of the Supplier. Equipment is expected to be maintained in good condition for safe use. Equipment will be provided at the cost of the Supplier.
- 6.3. **(Technical Sound Equipment)** If the Supplier requires the use of technical sound equipment, the Supplier is expected to provide their own equipment. All electrical equipment requires current tags to align with safety requirements. No need to tag battery operated equipment. Alternative arrangements to access technical sound equipment may be negotiated with the Principal in some class locations
- 6.4. **(Music)** If the Supplier opts to play music, the Supplier must present license documentation from Australasian Performing Right Association Limited (APRA); Australasian Mechanical Copyright Owners Society (AMCOS) and/or OneMusic. For more details refer to <https://www.apraamcos.com.au/music-licences/select-a-licence> or <https://onemusic.com.au/licences/>
- 6.5. **(Consumables Provided by the Supplier)** The Supplier is expected to purchase any required consumables for the participants and for cleaning equipment. This may include but is not limited to hand sanitiser, insect repellent, sunblock, disinfectant, etc. The consumables will not be included in the response schedule of fees.
- 6.6. **(Sanitisation and Disinfection)** The Supplier is expected to sanitise and disinfect all of their supplied equipment utilised throughout the session. The Supplier is to provide the disinfectant. The Principal reserves the right to request review of equipment and equipment disinfecting procedures.

7. MARKETING

- 7.1. **(Advertising Flags)** The Principal will supply each Supplier with a Cairns Active Living advertisement flag. The flags are to be set up by the Supplier (unless otherwise negotiated). The flag is to remain set

up during the session and will be removed by the Supplier once the session is completed (unless otherwise negotiated). The flag is to remain in possession of the Supplier (unless negotiated otherwise). Upon cessation of the contract, the flag is to be returned to the Principal. If flags are misplaced or damaged while in possession of the Supplier, the Supplier is to notify the Principal representative. The Supplier is liable for replacement cost of the flag.

- 7.2. **(Shirts)** The Principal will supply each Supplier and Personnel with an adequate number of Cairns Active Living shirts (one per person). The shirts are to be worn when delivering sessions. Upon cessation of the contract, the shirts are to be returned to the Principal. If shirts are misplaced or damaged while in possession of the Supplier, the Supplier is to notify the Principal representative.
- 7.3. **(Web Based Advertising)** Details of the program will be promoted via the following web-based modalities: The Principals' website and Cairns Active Living Program Facebook page. The Principal will promote the schedule of the Program and session modifications will be updated when required. The Supplier is expected to promote the web options to promote the program.
- 7.4. **(Social Media – Facebook)** The Principal will regularly post social media updates via the Cairns Active Living Facebook page. The Supplier is expected to like the Cairns Active Living Facebook page, encourage the participants to like the page and are required to advertise the social media page as a means for community to remain updated regarding the program modifications and cancellations. Suppliers are expected to share the Cairns Active Living Facebook postings via their social media pages and tag Cairns Active Living Facebook in Supplier social media postings.
- 7.5. **(Promoting Sessions)** The Supplier may promote the sessions through their own website and social media channels. The Supplier must provide the Principal with links to any relevant websites and social media accounts used to promote the sessions.
- 7.6. **(Event Marketing)** The Supplier may be requested to promote the Cairns Active Living Program at community events. This may include (yet not limited to): demonstration of a session, manning a stall and handing out flyers. The Principal will provide additional payment with requested event marketing.

8. **PRE-SESSION PROCEDURES**

- 8.1. **(Procedures)** Guidelines/procedures/protocols are provided during the annual induction and are updated by the Principal as required. The Supplier may negotiate the procedures with the Principal if the Supplier is able to implement business procedures that address the program requirements. The Supplier must adhere to the guidelines of session procedures.
- 8.2. **(Procedure Compliance)** The Supplier must ensure that its Personnel comply with all procedures and administration tasks. The Supplier is expected to keep all Personnel updated and informed of required procedures and administration tasks. This includes but is not limited to ensuring Personnel are aware of the following minimum requirements:
 - Understanding the monthly reporting minimum requirements
 - Obtain a completed waiver from all program participant
 - Obtain a completed health fitness/physical activity pre-screening form from all participants
 - If doctor clearance is required, the document is collected
 - Cultural "Acknowledgement of Traditional Custodians" is performed prior to commencement of all classes in accordance with clause 8.7.
 - If photo or video footage is collected, each participant, Supplier and/or Personnel has completed the Talent Release Document (once only) to allow for media publication purposes
- 8.3. **(Waiver Document)** The Supplier must obtain waiver from each participant prior to commencing the session.

- 8.4. **(Medical Pre-screening and Doctor Clearance)** Fitness/physical activity/exercise sessions require medical screening. Prior to physical activity sessions commencing, participants must be screened by the Supplier and/or Personnel. The Supplier may refer to stage one of the [Adult Pre-Exercise Screening System \(APSS\)](#) and the associated [APSS User Guide](#). A form of documentation to record medical pre-screening is required. The principal can supply a template upon request and is addressed during the induction process.
- 8.5. **(Talent Release Document for Supplier/Personnel)** The Supplier and the Personnel are to complete the Principals Talent Release document. The document enables pictures and video footage to be published for media purposes. Once signed, authorisation to utilise the pictures and video footage is ongoing until advised otherwise. The electronic version is sent directly to the email of the Principal Representative. If a hard copy is completed, the Supplier is to formally store the documentation safely and must provide the documents to the Principal by day 25 of the month. The Principal reserves the right to obtain the documentation upon request prior to day 25 of the month.
- 8.6. **(Participant Talent Release Document)** It is the Supplier's responsibility to obtain a formal agreement from participants to take pictures and video footage. Participants are invited to complete the Talent Release document. The document enables pictures and video footage to be published for media purposes. Once signed, authorisation to utilise the pictures and video footage is ongoing until advised otherwise. The electronic version is sent directly to the email of the Principal Representative. If a hard copy is completed, the Supplier is to formally store the documentation safely and must provide the documents to the Principal by day 25 of the month. The Principal reserves the right to obtain the documentation upon request prior to day 25 of the month. The Supplier is not permitted to use picture or video footage of participants for their own purposes. If the Supplier wishes to utilise footage or images of participants, the Supplier must request permission from the participants and from the Principal.
- 8.7. **(Cultural Respect)** The Supplier is required to consider all cultural aspects. The Supplier must provide an Acknowledgement of Country at the commencement of each session. This may reflect the similarities of the following statement: "I acknowledge the Traditional custodians of the lands and waters that we now all share, I also pay my respects to elders both past and present."
- 8.8. **(Monthly Reporting)** The Supplier is required to report monthly to the Principal Representative. Reporting includes:
- attendance data for each session delivered that month
 - notification of injury and management procedures
 - number of Talent Release Forms completed

An electronic reporting template will be provided and may be subject to modification. The most updated version is required for reporting. Reporting must be completed by day 25 of each month in order to receive payment for Cairns Active Living classes.

9. **SESSION CANCELLATIONS**

- 9.1. **(Cancellation of a Session)** The Supplier must commit to all sessions unless notified by the Principal. The Supplier is required to monitor communication methods to receive notification from the Principal regarding cancellation of a session. Payment will not be provided to the Supplier if the session is cancelled by the Principal.
- 9.2. **(Supplier Not Permitted to Cancel Session)** The Supplier must adhere to the allocated schedule. If the Supplier is unable to deliver the session, the Supplier has a responsibility to recruit a qualified employee/Personnel who has completed the required processes to deliver the session. The qualified employee/Personnel must be listed as Personnel via the response schedule. The mode of session may be modified if needed by the recruited qualified employee/Personnel to ensure the session is able to proceed. If the mode is modified, the Supplier must notify the Principal Representative prior to delivery of the session.

- 9.3. **(Cancellation Communication)** The Principal must authorise the cancellation. The Supplier is able to communicate cancellation of sessions to the community once the Principal has officially authorised the cancellation of the session. Communication may occur verbally and via web and/or social media links. The Supplier is expected to share the communication regarding cancellation via various communication modes.
- 9.4. **(Payment for Session Not Completed)** The Supplier will invoice for payment if the Supplier commenced the session yet was not completed or if session ceased suddenly (e.g. due to emergency, safety or weather issues. Note: refer to 4.10 and 4.11 for more detail). If the Supplier arrives, delivers partial session and is cancelled suddenly due to weather issues, payment will be granted.

10. **WORKPLACE HEALTH AND SAFETY**

- 10.1. **(Supplier's Work Health and Safety Systems)** The Supplier must, and warrants and represents that it does, have adequate work health and safety systems that comply with all requirements of the *Work Health and Safety Act 2011 (Qld)*, *Work Health and Safety Regulation 2011 (Qld)* and other relevant supporting legislation, Australian Standards and codes of practice.
- 10.2. **(Induction of Site)** The Supplier must attend a site induction with the Principal's Representative annually. The Supplier is required to complete the initial induction at each allocated site where sessions will be delivered. The Supplier is not entitled to claim any costs during the induction of site. The Supplier has the responsibility to ensure:
- All Personnel are provided with a site induction annually (by the Supplier), for each allocated site where the sessions will be delivered
 - The Supplier is required to provide official signed documentation that the site induction for each Personnel has been completed annually
 - The Supplier is not entitled to claim any costs during the induction of site with Personnel.
- 10.3. **(Theoretical Induction)** The Supplier and each Personnel are required to complete a theoretical induction addressing workplace health and safety systems in addition to the site induction. The theoretical induction must be completed annually. The Supplier is not entitled to claim any costs for the theoretical induction.
- 10.4. **(Review of Site / Risk Assessment)** The Supplier is to complete a review of site (risk assessment if needed) prior to the session commencing to ensure safety of Personnel and participants. Recording the modification via an assessment document is required post session when an incident or situation occurs. Documentation is the responsibility of the Supplier and must remain on their records for a period of five (5) years. The Principal is able to obtain the documentation upon request. Issues that arise, are deemed problematic and unable to be addressed, must be reported to the Principal representative within 24 hours.
- 10.5. **(External Condition Safety)** The Suppliers are expected to comply with external outdoor elements safety guidelines. The Supplier and Personnel delivering services are advised to recommend sun safety options to participants.
- 10.6. **(Safety at Site)** If the Supplier deems the site to be unsafe, the Supplier must contact the Principal representative immediately. The Supplier must document the situation to justify why the site is not safe. If the Principal representative is not available to assist with amending the situation or to make an executive decision to cease the session, the Supplier is able to stipulate the most appropriate form of action. Documentation must be provided immediately to the Principal Representative. This situation requires further reference to clause 9.5 regarding cancellation.

- 10.7. **(First Aid Equipment Access)** The Supplier must ensure a first aid kit is onsite and must ensure that the first aid kit is up to date. Personnel must always have immediate access to the first aid kit. Personnel must be trained to administer first aid.
- 11.9 **(Incidents)** The Supplier shall advise the Principal as soon as practicable of the following events:
- (a) any accident or injury occurrence incurred while delivering services, which causes the Supplier to be referred for medical treatment beyond that capable of being performed by a qualified first aid officer;
 - (b) any illness, accident, or injury occurrence which causes a participant to be referred to medical treatment beyond that capable of being performed by a qualified first aid officer
- 10.8. **(Medical Incident Reporting)** The Supplier must complete incident report documentation in accordance with the induction protocol. The Supplier is to formally store the medical incident reporting documentation for a period of five years. The Principal reserves the right to obtain the documentation upon request.
- 10.9. **(Emergency Procedures)** The Supplier is required to communicate situations requiring emergency protocols to the Principal representative. Emergency procedures are provided during the annual induction and are updated by the Principal as required. The Supplier may negotiate the procedures with the Principal if the Supplier is able to implement business procedures that address the emergency procedure requirements.
- 10.10. **(Prohibited Substances)** The Supplier must not be under the influence of alcohol, drugs or other prohibited substances whilst performing the Services. Alcohol and prohibited substances must not be consumed by the Supplier, on or prior to commencing, during or when entering any Principal facilities.

11. **PERFORMANCE SERVICE LEVELS**

- 11.1. **(Performance Monitoring)** The Supplier must ensure services are delivered to the industry best practice standards and to the complete satisfaction of the Principal. The Supplier's performance may be measured through periodic interviews, observations, and reviews. At any time during the period of this ROPS, the Supplier performance review may include (yet not limited to): monitoring, observation, audits of documentation, interviews with the Supplier, interviews with community members to complete quality checks on the Supplier's performance of services. This monitoring activity may potentially identify any problems with performance, delivery requirements, or any other issues such as non-compliance with terms and conditions of the ROPS.
- 11.2. **(Performance Notification Issues)** If performance, quality issues or non-compliance issues are identified, at any time during the period of this ROPS, the Supplier will be issued with breach of conditions notification from the Principal.
- 11.3. **(Complaint Handling)** The Supplier is required to communicate complaints and concerns to the Principal representative. Complaint handling guidelines are provided during the annual induction and are updated by the Principal as required. The Supplier may negotiate the procedures with the Principal if the Supplier is able to implement business procedures that address the program requirements for complaint handling.
- 11.4. **(Feedback and Continuous Improvement)** The Principle and Supplier will collaborate to establish regular opportunities for feedback and continuous improvement through agreed upon activities and processes to ensure the program continues to meet the needs of the Cairns community.

12. INVOICING AND PAYMENTS

- 12.1. **(Purchase Order)** The Principal will issue a Works or Purchase Order to the Supplier for provision of the Services. The Supplier must quote the Order number on all invoices or claims for payment.
- 12.2. **(Fees)** The Principal provides \$100 +GST (where applicable) per session. Where additional instructors or support personnel are required to meet operational needs or provide appropriate support to participants, an adjusted fee may be negotiated, subject to the Principal's prior written approval. Any request for an adjusted fee must be clearly justified and detailed for consideration and approval by the Principal. No additional fees will be payable without the Principal's prior written approval.
- 12.3. **(Invoices)** The Supplier is to submit a monthly invoice to the Principal. The invoice must be based on the agreed Schedule of Rates.
- 12.4. **(Invoice Format)** Invoices must be valid tax invoices and emailed to Accounts Payable at invoices@cairns.qld.gov.au with a copy to the Principal's Representative. The invoice must be in a PDF format (no links or zip files). Each attachment in the email must contain only one invoice with any relevant supporting documentation.
- 12.5. **(Payment Method)** The payment method to the Supplier will be by Electronic Funds Transfer (EFT) into the Supplier's nominated bank account.
- 12.6. **(Fixed Rates)** The rates and prices under the Schedule of Rates will be fixed for the duration of the ROPS unless an increase is authorised by the Principal.

13. MANAGING BREACH OF CONDITIONS

- 13.1. **(Breach of Conditions)** In reference to the Principal's rights under clause 34 of the Standard Terms and Conditions, the Principal may address breach of conditions via the following processes:

Initial action:

- I. The Principal will provide a formal written warning document directed to the Supplier.
 - a. The Principal must identify any performance, quality issues or non-compliance with this ROPS that the Principal considers to be the issue.
 - b. If the issue is capable of being rectified, the Principal will specify that the issue must be rectified, and the duration of time which the issue is to be rectified.
 - c. Supplier is requested to respond.
- II. The Supplier provides formal written response to the Principal addressing the issue and amended modifications explained within 10 business days.
 - a. No response from the Supplier will result in the removal of the Supplier from the project as no response does not meet the Principal's reasonable expectations
- III. The Principal will provide a formal written response directed to the Supplier addressing the outcome and resolution
- IV. The Supplier is not entitled to claim any costs during any time for which that Personnel does not comply with the requirements of this arrangement

Final action:

- I. Final action will occur if the issue is not rectified within the proposed duration of time and/or if a maximum of two breaches occur.
- II. The Principal will provide a final action formal written document directed to the Supplier to immediately cease services

The Supplier is not entitled to claim any costs from the date of the second formal written document.