



Queensland Government

Department of Justice and Attorney-General

Reference: **Michael Bice**
Telephone: (07) 32474590
Fax: (07) 32390176

Dear Sir / Madam

**OFFER FOR: REQUEST FOR OFFER FOR THE CONVEYANCE OF
HUMAN BODIES FOUND DEAD AND BURIAL OR
CREMATION OF DECEASED INDIGENT PERSONS IN
QUEENSLAND.**

CENTRE: Office of the State Coroner

OFFER NO: JAG 016/2005

A requirement exists for the supply of the above services. The details and the conditions of offer and supply are to be found in the attached sheets.

It would be appreciated if you could arrange for your offer to be completed in the schedule supplied, **and returned in triplicate to: -**

THE PRINCIPAL PROCUREMENT OFFICER
PROCUREMENT SECTION, FINANCIAL SERVICES
DEPARTMENT OF JUSTICE AND ATTORNEY GENERAL
OFFER NO: JAG 016/2005
GPO BOX 149 (OR GROUND FLOOR TENDER BOX, STATE LAW BUILDING,
50 ANN STREET, BRISBANE) BRISBANE QLD 4001

This should be received at or before **2.00 p.m. on Thursday 2nd September 2005.**

For your information, I advise that certain Department of Justice and Attorney General Invitations to Offer can be accessed on the Queensland Government Marketplace on the Internet. The pathway for this Marketplace is www.qgm.qld.gov.au. It may be beneficial for you to periodically view the offer invitations on the Marketplace to see if they relate to your business interests.

Yours faithfully
Ray Simpson
Principal Procurement Officer, Financial Services,
Department of Justice and Attorney General
8/8/2005
Enc:

DEPARTMENT OF JUSTICE AND ATTORNEY GENERAL

GENERAL CONDITIONS OF TENDER

1. INTERPRETATION

In these Conditions, unless the context otherwise requires, the following definitions apply:

<i>"Closing Date"</i>	The last time and date by which the Department of Justice and Attorney-General may receive Tenders.
<i>"Conditions"</i>	These General Conditions of Tender, including any Schedules;
<i>"Contract"</i>	The Contract formed upon acceptance of a Tender or placement of an Order.
<i>"Goods"</i>	The materials, plant or equipment described in the Specifications.
<i>"Invitation"</i>	The Invitation to Tender (also called Request for Tender, Request for Offer or Invitation to Offer) given to prospective Tenderers inviting Tenders for the supply of Goods or Services and includes the Specification.
<i>"Letter of Acceptance"</i>	The letter from the Department of Justice and Attorney-General to the successful Tenderer confirming the terms of acceptance of the Tender.
<i>"Tender"</i>	A response (also called an 'Offer') by a Tenderer to an Invitation and includes an Offer to Supply and a Standing Offer to Supply.
<i>"Tenderer"</i>	A person or entity who submits a Tender.
<i>"Officer"</i>	An officer or employee of the State of Queensland, or any other person engaged by the State in relation to an Invitation or any part thereof, or any of the employees of that person.
<i>"Order"</i>	An order for Goods or Services placed by Department of Justice and Attorney-General under the terms of a Standing Offer to Supply.
<i>"Department of Justice and Attorney-General"</i>	The State of Queensland acting through the Department of Justice and Attorney-General.
<i>"Schedule"</i>	Any Schedule attached to these Conditions; or alternatively any Schedule completed after acceptance of the Consultant's Offer and subject to these Conditions and other contract material.
<i>"Services"</i>	The Services described in the Specifications (Terms of Reference).
<i>"Standing Offer to Supply"</i>	A Tender which is to remain open for acceptance for a period of time. During that period the Tender, together with each acceptance, will form a Contract for the supply of the Goods or Services.

1.1 In these Conditions:

- (a) clause headings are inserted for ease of reference only and will not form part of, nor be used in the interpretation, of the Conditions;
- (b) words importing the singular will include the plural and vice versa, words importing a gender will include the other gender; and
- (c) A reference to a person will be construed as a reference to an individual, firm, body corporate or other entity (whether incorporated or not), or, where a position is nominated, the individual occupying that position.

2. VALIDITY PERIOD

- 2.1 Tenders must remain valid for a minimum period of sixty (60) days after the closing date.

3. FORMAT OF TENDER

- 3.1 Where multiple copies of the Tender are submitted, the original Tender including any covering letters must be signed and marked 'Original'. All copies must be marked 'Copy Only'. The Tenderer is to ensure that all copies are a true copy of the original in all respects. Should any discrepancy be discovered, the 'Original' will take precedence over any and all copies.
- 3.2 All Tenders must be executed in an appropriate manner so as to bind the Tenderer and, in the case of joint Tenders, each Tenderer. Each alteration in the Tender, will be initialled by the Tenderer.
- 3.3 Unless otherwise specified, Tenderers may submit one or more Tenders in response to this Invitation; however part Tenders for individual parts or areas may not be considered. Innovative solutions to meet the specification requirements may also be considered.
- 3.4 Every Tenderer shall state in the Tender:
- (a) in the case of an individual, full or given names, surname and address;
 - (b) in the case of a business name, the names and address of all proprietors, the address of the registered place of business and registered business number;
 - (c) in the case of a company, the full name of the company, the address of the registered office of the company and its Australian Company Number (ACN) , and the name and company title of the person signing the Tender on behalf of the company;
 - (d) in the case of a trust, the full names and addresses of each trustee of the trust;
 - (e) in the case of a public sector agency, the full name and address of the Agency and the name and title of the person signing the Tender on behalf of the agency;
 - (f) In the case of joint Tenders, the information detailed above for each joint Tenderer;
 - (g) In all cases, the Australian Business Number of the Tenderer.
- 3.5 Details described at clause 3.4 shall be submitted on the prescribed Tender Form. Failure to do so or to provide the information sought may result in non-consideration of the Tender. All pages that form the Tender are to bear the name of the Tenderer.
- 3.6 Where the Tender includes any proposal for sub-contracting, the Tenderer must submit full details of such proposed sub-contractors and their relevant experience.

4. UNDERSTANDING THE REQUIREMENT

- 4.1 If the prospective Tenderer has any doubt as to the meaning or intention of the Invitation or any document incorporated in it by reference, or if further information is required to ensure a clear and correct understanding of the nature and extent of a contractor's obligations under a Contract, the Tenderer will direct enquiries to the Department of Justice and Attorney-General contact officers nominated in the Invitation.
- 4.2 If when submitting the Tender the Tenderer still has any doubt as to the meaning of any part of the Invitation, a statement of the interpretation upon which the Tender is based will be included in the Tender.
- 4.3 If Tender information has been obtained via the Internet, Tenderers should check the Internet site for any changes to the Invitation requirements or Conditions prior to submitting their Tender. Department of Justice and Attorney-General accepts no responsibility for Tenderers not being aware of any changes to the Invitation requirements or Conditions.

5. LANGUAGE

- 5.1 Each Tender, together with any documents submitted by the Tenderer, will be written in the English language.

6. LODGEMENT OF TENDER

- 6.1 Every Tender shall be:

- (a) sealed in an appropriate package;
- (b) supplied in triplicate;
- (c) have endorsed on the front of the package the Invitation Number and closing date;
- (d) in the manner and format specified in the Invitation and/or the Schedule;
- (e) signed by the person or entity making the Tender; and
- (f) directed to the Department of Justice and Attorney-General at the address specified in the Invitation to Tender.

6.2 It is the responsibility of the Tenderer to ensure that Tenders are received at the Department of Justice and Attorney-General before the time specified in the Invitation for the closing of Tenders. Any Tender not lodged before the closing time and date may not be considered.

6.3 Lodgement of a Tender in the manner specified in the Invitation will constitute a Tender by the Tenderer to supply the Goods or Services for the price stated in the Tender.

6.4 Unless specified otherwise in the Schedule, Tenders sent or transmitted to the Department of Justice and Attorney-General and/or other electronic means will **not** be considered.

6.5 Unless specified otherwise in the Schedule, Department of Justice and Attorney-General will retain all documents submitted in response to this Invitation to Tender.

7. PRICES

7.1 Prices Tendered shall:

- (a) be in Australian Currency;
- (b) be inclusive of Goods and Services Tax, if applicable;
- (c) include the costs of suitable packaging, delivery and installation where so required in the Invitation;
- (d) if subject to fluctuation, include particulars of the price fluctuation formula and all variables.

7.2 Trade and settlement discounts deductible from the prices Tendered shall be stated in the Tender. Tenderers are encouraged to submit settlement discounts for early payment.

8. DELIVERY

8.1 All Goods or Services are required for prompt or early delivery. Tenderers must state a definite time required for delivery of the Goods or Services after receipt of the Letter of Acceptance or Orders, and the time so stated shall become the time of delivery under the Contract.

8.2 Time shall be of the essence in all cases.

9. NON CONFORMING TENDERS

9.1 Failure to comply with any of the requirements of the Invitation or the Conditions will result in a Tender being considered non-conforming. The Department of Justice and Attorney-General shall not be bound to consider non-conforming Tenders.

10. POST TENDER NEGOTIATIONS

10.1 The Department of Justice and Attorney-General reserves the right to enter into post-Tender negotiations with prospective Tenderers who have been shortlisted on the basis of their Tender.

11. ORAL ADVICE

11.1 The Department of Justice and Attorney-General shall not be bound by any oral advice given or information furnished, in respect of the Invitation, but shall be bound only by written advice or information.

12. REQUEST FOR TENDER PROCESS

12.1 The conduct of the Request for Tender process is not intended to give rise to any legal or equitable relationship.

- 12.2 The Department of Justice and Attorney-General may cancel or vary the Tender process at any time, whether before or after the closing date for Tenders.
- 12.3 No Tenderer shall be entitled to claim compensation or loss from the Department of Justice and Attorney-General for any matter arising out of the Tender process.
- 12.4 The Tender evaluation process will involve a formal assessment of Tenders received against the criteria listed in the Invitation. The Department of Justice and Attorney-General reserves the right to short list Tenderers during the evaluation process using any one or any combination of the evaluation criteria. The evaluation process may also involve discussions with Tenderers, reference checks, and a presentation from short-listed Tenderers.

13. ACCEPTANCE AND/OR REJECTION

- 13.1 The Department of Justice and Attorney-General reserves the right to:
 - (a) accept one Tender, or more than one Tender, for the whole of its requirements;
 - (b) accept separate Tenders for any portion of its requirements;
 - (c) accept one Tender, or more than one Tender, for any portion of its requirements; or
 - (d) not accept the lowest, or any, Tender.
- 13.2 The Department of Justice and Attorney-General reserves the right to accept a Tender where after taking all factors into consideration the Tender is considered to provide the best solution.

14. COMMISSIONS AND INCENTIVES

- 14.1 A Tender will not be considered if the Tenderer, or a representative of the Tenderer, gives or Tenders anything to any employee or agent of the Department of Justice and Attorney-General as an inducement or reward, which could in any way tend to influence the actions of that employee or agent in relation to the Tender. For the purposes of this clause, "agent" includes the parent, spouse, child or associate of the agent.

15. SUCCESSFUL TENDERS

- 15.1 If the Department of Justice and Attorney-General accepts a Tender to Supply, a Contract to supply between the Department of Justice and Attorney-General and the successful Tenderer will come into existence.
- 15.2 If the Department of Justice and Attorney-General accepts a Standing Order to Supply, the Department of Justice and Attorney-General may place Orders at any time until the expiry date of the Standing Order to Supply, and each Order by the Department of Justice and Attorney-General will be an acceptance of the Standing Order to Supply, and a Contract to supply between the Department of Justice and Attorney-General and the successful Tenderer will come into existence on each occasion.
- 15.3 Notwithstanding that the Department of Justice and Attorney-General accepts a Standing Order to Supply, the Department of Justice and Attorney-General shall not be obligated to purchase or acquire any or all Goods or Services under that Standing Order to Supply.
- 15.4 No Order shall be deemed to be accepted until a Letter of Acceptance or Order has been issued by the Department of Justice and Attorney-General.

16. INSPECTION AND INVESTIGATION

- 16.1 Where the Tender is for the execution of work, Tenderers must satisfy themselves of local conditions and facilities.
- 16.2 Tenderers shall:
 - (a) rely upon their own investigation as to the feasibility of their Tender and shall not rely upon representations of the Department of Justice and Attorney-General other than as set out in the Invitation, and
 - (b) pay their own costs of preparing and lodging a Tender.

17. QUALITY OF GOODS

- 17.1 All Goods, unless otherwise specified, shall be in accordance with Australian Standard specifications where such exist. Where an Australian Standard does not exist, the relevant ISO Standard shall apply.

18. TRIAL OR INSPECTION

- 18.1 If required by the Department of Justice and Attorney-General, Tenderers shall submit for trial or inspection the same make and model of Goods specified in their Tender.

19. FREEDOM OF INFORMATION

- 19.1 Tenderers are advised that information provided in Tender documents may be subject to disclosure under the *Freedom of Information Act 1992 (Qld)* ("FOI Act"). The FOI Act grants members of the community a statutory right of access to documents in the possession of Queensland Government agencies, with certain exceptions and exemptions.

- 19.2 Information relating to the following matters is likely to be exempt from disclosure under the FOI Act:

- business affairs;
- trade secrets;
- research; and
- information communicated in confidence.

- 19.3 Subject to the above, the identity of the successful Tenderer is usually subject to disclosure. Depending on the circumstances, the identity of unsuccessful Tenderers and information identifying unsuccessful Tenderers may also be disclosed. Specific details of unsuccessful Tenderers are usually exempt from release under the FOI Act

- 19.4 If disclosure of its Tender would be of substantial concern to a Tenderer, all documents forming the Tender should be stamped "Commercial and in Confidence". In such case, the Department of Justice and Attorney-General will formally consult with and obtain the views of the Tenderer before any disclosure.

20. COMPETITIVE NEUTRALITY

- 20.1 Tenders submitted by a government owned business, a local government, or a State or Commonwealth agency or authority, must be priced to comply with the competitive neutrality policy of their respective jurisdiction.

21. QUALITY ASSURANCE REQUIREMENTS

- 21.1 If the Invitation requires that Tenders may only be made by potential Tenderers who have, or who are able to obtain, quality assurance to a specified standard, the Tenderer will maintain quality assurance certification to that standard.

OFFER EVALUATION PROCESS AND CRITERIA

VALUE FOR MONEY

The State Purchasing Policy 2000 has three equally ranking objectives:

- to advance Government Priorities
- to achieve Value for Money and
- to ensure Probity and Accountability for Outcomes

(Refer Government Purchasing Guides and Policy on <http://www.qgm.qld.gov.au>).

Value for money may not necessarily favour the lowest price. The Evaluation Committee will determine, through the evaluation process, which offer provides the best Value for Money in conjunction with the other two objectives.

EVALUATION CRITERIA

Responses to the Invitation For Offer will be assessed against the following criteria and in the context of the expected outcomes specified in the Specification. The criteria listed below will form the basis on which each offer will be evaluated. The list is not in any particular order of importance. The weighting ascribed to each criterion will be applied consistently to all offers.

- Organisations Quality Assurance Guarantee;
- Organisations Facilities;
- Ability to provide the service specified;
- Value for Money;

EVALUATION PROCESS

The offer evaluation process will involve a formal assessment of offers received against the criteria listed above. The Department of Justice and Attorney General reserves the right to short list Offerors during the evaluation process using any one or any combination of the evaluation criteria.

DEPARTMENT OF JUSTICE AND ATTORNEY GENERAL

Schedule of Particulars Cover Sheet - Offer No. JAG 016/2005

To: Principal Procurement Officer

Financial Services

Department of Justice and Attorney General

GPO Box 149

Brisbane Qld 4001

Ground Floor Tender Box

State Law Building,

50 Ann Street

Brisbane Qld 4000

Contact Officer: Michael Bice (Registrar) 32474590

DESCRIPTION: **REQUEST FOR OFFER FOR THE CONVEYANCE OF HUMAN BODIES FOUND DEAD AND BURIAL OR CREMATION OF DECEASED INDIGENT PERSONS IN QUEENSLAND.**

ISSUE DATE: **8th August 2005****CLOSING TIME/DATE:** **2.00pm – 2nd September 2005**

Each and every respect in which my offer does not comply with the conditions or the specification is detailed herein.

If my offer is accepted in whole or part, I agree to supply strictly in accordance with the Queensland Government General Conditions of Offering and General Conditions of Contract, as contained in the Queensland Government's State Purchasing Policy, the attached Business Development Division General Conditions of Offer, the attached specification and any additional conditions therein, which I have read and with which I am fully conversant.

Name and address of PERSONS/BUSINESS/CORPORATION
offering: _____

State of Australia where business name or corporation is registered: _____

Name of Holding Company or Corporate Group: _____

ABN: _____

Where is order to be directed: _____

Where is acceptance to be directed: _____

Postal address: _____

Who will invoice: _____

Enquiries to Name: _____ Telephone No: _____ Fax No: _____

Signature: _____ Date: _____

SCHEDULE OF PARTICULARS AND COSTS

DETAILS

Name and Address of Nearest Coroners' Morgue _____

Boundary _____

FEES

CONVEYANCE	
Within the Boundary \$ _____	[clauses 4.1 and 4.4]
Outside the Boundary \$ _____ per kilometre	[clause 4.2]
BURIAL	
For each person of the age of eight years and over (excluding cemetery fees) \$ _____	[clause 4.8]
For each person under the age of eight years (excluding cemetery fees) \$ _____	[clause 4.8]
CREMATION	
For each person of the age of eight years and over (excluding cremation fees) \$ _____	[clause 4.8]
For each person under the age of eight years (excluding cremation fees) \$ _____	[clause 4.8]
For the cremation of tissue and other forensic samples \$ _____ per 100 kilograms	[clause 4.9]
CORONER'S DIRECTION	
Where a coroner orders that a post-mortem examination be performed at another centre and it is necessary to Convey the body to that centre by motor vehicle –	
\$ _____ conveyance fee	[clause 4.5]
\$ _____ per kilometre	[clause 4.5]

1. Organisations Quality Assurance Guarantee (a) How many years has the above trading name been registered with the Australian Taxation Office	_____ years
(b) Are you a member of a funeral industry organisation or group? Eg AAFDA, QFDA, AFDA etc	Yes No If you answered Yes to the above, what is your membership status and what organisation/s or group/s do you belong to? _____ _____
(c) Do you operate your business under a funeral industry organisation or group code of ethics?	Yes No If you answered YES to the above, name the organisation/s or group/s _____ _____ If you indicated "YES" please attach a copy of the ethics used.
1. Business Facilities (a) Describe the premises out of which your business is conducted. If insufficient space please attach details	_____ _____ _____ _____ _____
(b) For cremation and burial services, do you possess all registrations, licences and permits as may be currently required by local, State and Commonwealth Government agencies?	Yes No N/a If you answered NO or N/a to the above, briefly explain why. _____ _____ _____
(c) If you answered YES to (b) above, does your premises/facilities meet funeral industry organisation or group standards/guidelines?	Yes No N/a If you answered YES to the above, name the organisation or group. _____ _____ If you answered No or N/a to the above, do you have approved access to Queensland Health facilities? Yes No
(d) For conveyance services, detail the number and type of vehicles available.	

(e) Does the above vehicle comply with funeral industry organisation or group standards/guidelines?	<p>Yes No</p> <p>If you answered YES to the above, name the organisation or group.</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>If you answered No to (e) above attach details on how the vehicles are fitted out.</p> <p>_____</p> <p>_____</p>
<p>2. Ability to provide the services specified</p> <p>(a) Confirm the number of staff that will attend each conveyance call out.</p>	
(b) Staff resources: State the number of staff available for call out for conveyance services	<p>F/T _____</p> <p>P/T _____</p>
(c) Does your business operations comply with funeral industry organisations or groups standards/guidelines for the collection of human bodies	<p>Yes No</p> <p>If you answered YES to the above, provide details as to which organisation/group guidelines are complied with.</p> <p>_____</p> <p>_____</p> <p>_____</p>

SCHEDULE 2

**PRIVACY DEED -
ACCESS TO PERSONAL INFORMATION**

Between

**[Insert name of the Contractor]
“the Contractor”**

and

**[Insert name of the Subcontractor]
 (“the Subcontractor”)**

This Deed is made on the _____ day of _____
2005 .

BETWEEN: [Insert the name of Contractor] of # in the State of Queensland ("the Contractor")

AND: [Insert the name of the Subcontractor] of # in the State of Queensland ("the Subcontractor").

RECITALS

- A. The Subcontractor is an employee, agent or subcontractor of the Contractor.
- B. The Contractor has entered into a Contract with the Department for the provision of Burial/Cremation or Conveyance services, which includes access to information that contains Personal Information.
- C. In the course of dealing with the Contractor, the Subcontractor may have access to the Personal Information.
- D. The Personal Information held by the Contractor is subject to the Information Privacy Principles contained in Information Standard 42 issued under the authority of ss.22(2) and 56(1) of the *Financial Management Standard 1997*.
- E. The Contractor has undertaken that in the performance of the Contract with the Department it will comply with the applicable Information Privacy Principles and has made other undertakings in relation to the collection, use, handling, distribution and disclosure of the Personal Information.
- F. The Contractor has also agreed to obtain from its Subcontractors an undertaking to observe the clauses relating to the protection of Personal Information contained in the Contract and to inform the Subcontractor that failure to comply with such an undertaking may lead the Contractor to take action against the Subcontractor.

OPERATIVE PROVISIONS

1. Personal Information

- 1.1 The Subcontractor acknowledges that Personal Information is, for the purposes of the Information Privacy Principles and this Deed –
 - (a) information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

2. Subcontractor's undertaking

- 2.1 The Subcontractor undertakes –

not to access, use, modify, disclose or retain any Personal Information of the Department that he or she has acquired from the Contractor, except for the purpose for which the Personal Information was acquired; and

in addition to any direction as to particular measures specified by the Contractor, take all reasonable measures to ensure that any Personal Information held in connection with the Contract is protected against loss, unauthorised access, use, modification or disclosure and against other misuse.

3. Breach

3.1 The Subcontractor acknowledges that failure to comply with this Deed may lead to action by the Contractor.

4. Surviving Obligations

4.1 The undertakings made in this Deed will survive both the termination or expiry of the Contract between the Department and the Contractor and the termination or expiry of the Subcontractor's agreement with the Contractor.

5. Acknowledgement By Subcontractor

5.1 The Subcontractor undertakes that in signing this Deed –

- (a) he or she understands the Contractor's responsibilities in relation to information privacy;
- (b) he or she will not access, use, disclose or retain Personal Information except in relation to the purpose for which the Personal Information was acquired; and
- (c) he or she understands the possible consequences of a breach of this undertaking.

6. Variations and amendments

6.1 No term or provision of this Deed may be amended or varied unless such amendment or variation is reduced to writing and signed by the parties.

7. Applicable law

7.1 This Deed will be governed and construed in all respects in accordance with the laws of Queensland and the parties submit to the jurisdiction applicable to the Courts of Queensland in respect of all matters arising under this Deed.

EXECUTED AS A DEED**SIGNED SEALED and DELIVERED**

By [insert the name of the Contractor]

this day of 2005

in the presence of

.....
(signature of witness).....
(print name of witness).....
(address of witness).....
(signature)**SIGNED SEALED and DELIVERED**

By [insert the name of the Subcontractor]

this day of 2005

in the presence of

.....
(signature of witness).....
(name of witness).....
(address of witness).....
(signature)

SCHEDULE OF PARTICULARS AND COSTS

DETAILS

Name and Address of Nearest Coroners' Morgue _____

Boundary _____

FEES

CONVEYANCE	
Within the Boundary \$ _____	[clauses 5.1(a) and Schedule 3]
Outside the Boundary \$ _____ per kilometre	[clause 5.1(b) and Schedule 3]
BURIAL	
For each person of the age of eight years and over (excluding cemetery fees) \$ _____	[clause 6.1 and Schedule 3]
For each person under the age of eight years (excluding cemetery fees) \$ _____	[clause 6.1 and Schedule 3]
CREMATION	
For each person of the age of eight years and over (excluding cremation fees) \$ _____	[clause 6.1 and Schedule 3]
For each person under the age of eight years (excluding cremation fees) \$ _____	[clause 6.1 and Schedule 3]
For the cremation of tissue and other forensic samples \$ _____ per 100 kilograms	[clause 6.4 and Schedule 3]
CORONER'S DIRECTION	
Where a coroner orders that a Autopsy be performed at another centre and it is necessary to convey the body to that centre by motor vehicle –	
\$ _____ conveyance fee	[clause 5.1(b) and Schedule 3]
\$ _____ per kilometre	

<p>1. Organisations Quality Assurance Guarantee</p> <p>(a) How many years has the above trading name been registered with the Australian Taxation Office</p>	<p>_____ years</p>
<p>(b) Are you a member of a funeral industry organisation or group? Eg AAFDA, QFDA, AFDA etc</p>	<p>Yes No</p> <p>If you answered Yes to the above, what is your membership status and what organisation/s or group/s do you belong to?</p> <p>_____</p> <p>_____</p>
<p>(c) Do you operate your business under a funeral industry organisation or group code of ethics?</p>	<p>Yes No</p> <p>If you answered YES to the above, name the organisation/s or group/s</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>If you indicated "YES" please attach a copy of the ethics used.</p>
<p>1. Business Facilities</p> <p>(a) Describe the premises out of which your business is conducted.</p> <p>If insufficient space please attach details</p>	<p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>

<p>(b) For cremation and burial services, do you possess all registrations, licences and permits as may be currently required by local, State and Commonwealth Government agencies?</p>	<p>Yes No N/a</p> <p>If you answered NO or N/a to the above, briefly explain why.</p> <hr/> <hr/> <hr/> <hr/>
<p>(c) If you answered YES to (b) above, does your premises/facilities meet funeral industry organisation or group standards/guidelines?</p>	<p>Yes No N/a</p> <p>If you answered YES to the above, name the organisation or group.</p> <hr/> <hr/> <hr/> <p>If you answered No or N/a to the above, do you have approved access to Queensland Health facilities? Yes No</p>
<p>(d) For conveyance services, detail the number and type of vehicles available.</p>	

<p>(e) Does the above vehicle comply with funeral industry organisation or group standards/guidelines?</p>	<p>Yes No</p> <p>If you answered YES to the above, name the organisation or group.</p> <hr/> <hr/> <hr/> <p>If you answered No to (e) above attach details on how the vehicles are fitted out.</p> <hr/> <hr/> <hr/>
<p>2. Ability to provide the services specified</p> <p>(a) Confirm the number of staff that will attend each conveyance call out.</p>	
<p>(b) Staff resources: State the number of staff available for call out for conveyance services</p>	<p>F/T _____</p> <p>P/T _____</p>
<p>(c) Does your business operations comply with funeral industry organisations or groups standards/guidelines for the collection of human bodies</p>	<p>Yes No</p> <p>If you answered YES to the above, provide details as to which organisation/group guidelines are complied with.</p> <hr/> <hr/> <hr/>

SCHEDULE 2

**PRIVACY DEED -
ACCESS TO PERSONAL INFORMATION**

Between

**[Insert name of the Contractor]
“the Contractor”**

and

**[Insert name of the Subcontractor]
 (“the Subcontractor”)**

This Deed is made on the _____ day of _____ 2005 .

BETWEEN: [Insert the name of Contractor] of # in the State of Queensland ("the Contractor")

AND: [Insert the name of the Subcontractor] of # in the State of Queensland ("the Subcontractor").

RECITALS

- A. The Subcontractor is an employee, agent or subcontractor of the Contractor.
- B. The Contractor has entered into a Contract with the Department for the provision of Burial/Cremation or Conveyance services, which includes access to information that contains Personal Information.
- C. In the course of dealing with the Contractor, the Subcontractor may have access to the Personal Information.
- D. The Personal Information held by the Contractor is subject to the Information Privacy Principles contained in Information Standard 42 issued under the authority of ss.22(2) and 56(1) of the *Financial Management Standard 1997*.
- E. The Contractor has undertaken that in the performance of the Contract with the Department it will comply with the applicable Information Privacy Principles and has made other undertakings in relation to the collection, use, handling, distribution and disclosure of the Personal Information.
- F. The Contractor has also agreed to obtain from its Subcontractors an undertaking to observe the clauses relating to the protection of Personal Information contained in the Contract and to inform the Subcontractor that failure to comply with such an undertaking may lead the Contractor to take action against the Subcontractor.

OPERATIVE PROVISIONS

1. Personal Information

- 1.1 The Subcontractor acknowledges that Personal Information is, for the purposes of the Information Privacy Principles and this Deed –
 - (a) information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

2. Subcontractor's undertaking

- 2.1 The Subcontractor undertakes –

not to access, use, modify, disclose or retain any Personal Information of the Department that he or she has acquired from the Contractor, except for the purpose for which the Personal Information was acquired; and

in addition to any direction as to particular measures specified by the Contractor, take all reasonable measures to ensure that any Personal Information held in connection with the Contract is protected against loss, unauthorised access, use, modification or disclosure and against other misuse.

3. Breach

- 3.1 The Subcontractor acknowledges that failure to comply with this Deed may lead to action by the Contractor.

4. Surviving Obligations

- 4.1 The undertakings made in this Deed will survive both the termination or expiry of the Contract between the Department and the Contractor and the termination or expiry of the Subcontractor's agreement with the Contractor.

5. Acknowledgement By Subcontractor

- 5.1 The Subcontractor undertakes that in signing this Deed –
- (a) he or she understands the Contractor's responsibilities in relation to information privacy;
 - (b) he or she will not access, use, disclose or retain Personal Information except in relation to the purpose for which the Personal Information was acquired; and
 - (c) he or she understands the possible consequences of a breach of this undertaking.

6. Variations and amendments

- 6.1 No term or provision of this Deed may be amended or varied unless such amendment or variation is reduced to writing and signed by the parties.

7. Applicable law

- 7.1 This Deed will be governed and construed in all respects in accordance with the laws of Queensland and the parties submit to the jurisdiction applicable to the Courts of Queensland in respect of all matters arising under this Deed.

AGREEMENT
for
UNDERTAKING SERVICES

between

STATE OF QUEENSLAND
acting through the Department of Justice & Attorney-General

and

[NAME OF CONTRACTOR]



Crown Law
Queensland Government

Crown Solicitor
State Law Building
50 Ann Street
BRISBANE

Telephone: (07) 3239 6920
Facsimile: (07) 3239 6386
Reference: CP5/SCO266/13/FRH

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THIS CONTRACT is made

BETWEEN: STATE OF QUEENSLAND acting through the Department of Justice and Attorney-General ("the State");

AND: THE CONTRACTOR named in Item 1 of Schedule 1 ("the Contractor").

BACKGROUND:

- A. The State has carried out a tender process for the provision of undertaking services including transportation of bodies and burials or cremations.
- B. The Contractor is the successful tenderer.
- C. The parties wish to record the terms of their agreement.

AGREED TERMS:

1. DEFINITIONS & INTERPRETATION

1.1 In this Contract the following definitions apply:

"Boundary" means the area described in Item 2 of Schedule 1;

"Contract" means this contract and any schedules or attachments to it;

"Contractor" includes any related body corporate of the Contractor, as defined in section 9 of the *Corporations Act 2001*;

"Deceased Person" means a deceased person who is the subject of any Services provided by the Contractor under this Contract;

"Mortuary" means a mortuary specified in Item 3 of Schedule 1 or, if no mortuary is specified, means premises nominated by the State;

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

"Project Manager" means the person for the time being acting in the position of Registrar, Office of the State Coroner;

"Related Person" includes a relative or friend of a Deceased Person or any other person connected with a Deceased Person;

"Request for Offers" means the document published by the State inviting offers for the provision of the Services;

"Services" means the services to be provided by the Contractor under this Contract comprising:

- (a) transportation of bodies; and
- (b) cremation or burial of deceased indigent persons; and

"Suitable Vehicle" means a vehicle that complies with all the requirements contained in Schedule 2.

1.2 In this Contract:

- (a) words importing a gender include any other gender;
- (b) words in the singular include the plural and vice versa;
- (c) all dollar amounts refer to Australian currency;
- (d) a reference to any legislation includes any subordinate legislation made under it and any legislation amending, consolidating or replacing it;
- (e) a reference to an individual or person includes a corporation or other legal entity;
- (f) a reference to "consent" means prior written consent;
- (g) the index and clause headings have been included for convenience of reference only and are not intended to affect the meaning or interpretation of this Contract; and
- (h) if an expression is defined, other grammatical forms of that expression have a corresponding meaning.

2. TERM

2.1 This Contract will commence on 1 December 2005 and will expire on 30 November 2008, unless terminated sooner under clause 14.

2.2 If:

- (a) the Contractor gives notice to the State not less than 6 months prior to the end of the initial term of this Contract that it wishes to extend the Contract; and
- (b) the State is satisfied that the Contractor has fully complied with its obligations under this Contract at all times;

this Contract may be extended for a further period of 2 years, commencing on 1 December 2008 and expiring on 30 November 2010, on the same terms except for this clause 2.2.

3. ROLE OF THE PROJECT MANAGER

3.1 The Project Manager will be the primary liaison and contact officer between the State and the Contractor and is authorised to give notices and consents under this Contract on the State's behalf.

3.2 The Contractor must:

- (a) liaise with and report to the Project Manager about the performance of the Services;
- (b) attend meetings with, or provide briefings to, the Project Manager as required from time to time; and
- (c) promptly comply with any request or direction given by the Project Manager about the performance of the Services.

3.3 The Project Manager may from time to time audit the Contractor's compliance with its obligations under this Contract and for that purpose the Project Manager, or a registrar of a magistrates court in or near the Boundary on the Project Manager's behalf, may inspect the Contractor's premises, vehicles and records.

4. PROVISION OF THE SERVICES - GENERAL

4.1 The Contractor agrees to provide the Services, as an independent contractor, for the term of this Contract and in a competent and professional manner.

4.2 The Contractor must ensure that its employees and agents are competent and have the necessary skills to perform the Services for which they are engaged.

4.3 The Contractor may not subcontract the provision of the Services, or any part of the Services, without the prior written consent of the State, which consent will not be unreasonably withheld if the State is satisfied that the proposed subcontractor is reputable and competent and has the necessary skills to perform the Services for which they are proposed to be engaged.

4.4 Any consent by the State under clause 4.3 will not relieve the Contractor of any of its obligations or liabilities under this Contract.

4.5 The Contractor must not:

- (a) approach or make contact with a Related Person for the purposes of advertising or promoting the Contractor's services;
- (b) the Contractor must not give any Related Person any information brochure or business card;
- (c) offer or solicit to provide any funeral or undertaking services in respect of a Deceased Person;
- (d) obtain Personal Information for the purpose of influencing a Related Person to use the Contractor's funeral or undertaking services;
- (e) represent or imply to a Related Person, or lead a Related Person to believe, or allow a Related Person to believe, that the Related Person is obligated in any way to use the Contractor for a Deceased Person's funeral, burial or cremation, merely because the Contractor transported the Deceased Person's body under this Contract; or

4.6 In carrying out the Services the Contractor must:

- (a) maintain the highest standards of business, professional and personal conduct and, as part of that, comply with all codes of conduct or standards applicable from time to time to the funeral industry;
- (b) be sensitive to the needs and wishes of bereaved persons;
- (c) take all appropriate measures to protect people and property;
- (d) avoid unnecessary interference with the passage of people and vehicles; and
- (e) prevent nuisance and unreasonable noise and disturbance.

4.7 The Contractor consents to provide reasonable access to the Contractor's premises, vehicles and records to enable the carrying out of an audit or inspection referred to in clause 3.3.

4.8 If requested to do so by local police, the Contractor must:

- (a) liaise with local police to develop and agree on policies and procedures to be implemented by the Contractor in the performance of the Services, including response times; and
- (b) the Contractor must comply with any policies and procedures so developed.

5. PROVISION OF THE SERVICES - TRANSPORTATION OF BODIES

5.1 The Contractor agrees to:

- (a) transport any body found within the Boundary to the nearest Mortuary, as and when required ("**initial transportation**"); and
- (b) if directed to do so in accordance with the *Coroners Act 2003*, further transport a body to a nominated Mortuary where autopsies ordered by coroners are undertaken, ("**further transportation**");

from time to time during the term of this Contract.

5.2 In performing any Services comprising transportation of a body, the Contractor must:

- (a) despatch at least 2 employees of the Contractor to attend to the transportation;
- (b) collect the body without delay;
- (c) transport the body, in a Suitable Vehicle, to:
 - (i) the nearest Mortuary, in the case of an initial transportation; or
 - (ii) the Mortuary nominated by the coroner or a police officer, in the case of a further transportation;
- (d) transport the body by road unless:
 - (i) it is not reasonably practicable to do so; and

- (ii) the Project Manager has authorised transportation by another means;
- (e) ensure that the body is treated with dignity at all times, including ensuring the body is appropriately covered and screened;
- (f) comply with all directions given by a coroner or police officer; and
- (g) comply with all written directions given by the manager of a Mortuary about the delivery or placement of bodies.

5.3 If two or more bodies require transportation, the Contractor must transport them simultaneously in a single Suitable Vehicle, unless to do so would exceed the carrying capacity of the Suitable Vehicle.

5.4 The Contractor may request the Project Manager to exempt the Contractor from compliance with any of the standards contained in Schedule 2.

6. PROVISION OF THE SERVICES - CREMATION OR BURIAL OF BODIES

6.1 The Contractor agrees to bury or cremate bodies of deceased indigent persons found within the Boundary from time to time during the term of this Contract.

6.2 As part of Services comprising a burial or cremation, the Contractor must:

- (a) subject to clause 6.3, dispose of the Deceased Person's body by cremation;
- (b) ensure the Deceased Person is cremated or buried in a properly made, conventionally shaped, stained and suitably lined coffin provided by the Contractor;
- (c) provide an appropriate funeral or memorial service for the Deceased Person, in a proper, decent and respectful manner:
 - (i) in the case of a cremation - at the crematorium;
 - (ii) in the case of a burial - at the graveside;
- (d) in relation to burials:
 - (i) provide and prepare all graves; and
 - (ii) pay all fees in connection with the burial plot; and
- (e) register the death of the Deceased Person and pay all fees relating to registration of a death.

6.3 If:

- (a) the Deceased Person's family members have indicated that cremation would be against the Deceased Person's wishes; or
- (b) the nearest crematorium is located outside the Boundary;

the Contractor may dispose of the Deceased Person's body by burial.

- 6.4 When subsequently directed to do so by the coroner, the Contractor must collect from the John Tonge Centre and cremate any tissue or forensic samples belonging to the Deceased Person.
- 6.5 The Contractor must not arrange for publication of a death notice in respect of a Deceased Person.
- 6.6 The Contractor must not offer or solicit to provide any additional or upgraded funeral or undertaking services in respect of a Deceased Person other than those set out in this Contract.

7. FEES

- 7.1 In consideration of the Contractor performing the Services in accordance with this Contract, the State will pay the Contractor the fees set out in Schedule 3.
- 7.2 The State will not pay for publication of a death notice in respect of a Deceased Person.
- 7.3 The State may in its discretion agree to pay additional costs or expenses, if the State is satisfied that the costs or expenses were incurred by the Contractor as a result of matters outside the control of the Contractor or other unforeseen or exceptional circumstances.

8. PAYMENT

- 8.1 The Contractor may invoice the State for the Fee within 30 days after performing any Service under this Contract.
- 8.2 The State is not obliged to pay the Contractor for any part of the Services until the Contractor has given the State a correctly rendered invoice.
- 8.3 Upon receipt of an invoice, the State may require the Contractor to provide additional information to assist the State to determine whether or not an amount is payable.
- 8.4 The State will make payment of a correctly rendered invoice within 30 days after receipt of the invoice or, if additional information is required by the State pursuant to clause 8.3, 30 days after receipt of the additional information.
- 8.5 For the purposes of this clause 8, a "correctly rendered invoice" is an invoice:
 - (a) that identifies the types of Services performed and the date or dates on which the Services were performed;
 - (b) in which the amount claimed is due for payment in accordance with this Contract;
 - (c) in which the amount claimed is correctly calculated in accordance with this Contract; and
 - (d) which complies with clause 9.3.
- 8.6 The State will notify the Contractor within 14 days after the receipt of an invoice found not to be correctly rendered.
- 8.7 If an invoice is found, after the State has paid the invoiced amount to the Contractor, not to have been correctly rendered, the State will, as the case requires:

- (a) pay any amount owed to the Contractor within 30 days of receipt of a correctly rendered invoice or, if additional information is required by the State pursuant to clause 8.3, within 30 days after receipt of the additional information; or
- (b) deduct any amount owed to the State from the next invoiced payment or, if no other payment is due to the Contractor pursuant to this Contract, recover the amount from the Contractor as a debt due to the State.

8.8 Payment of any amount to the Contractor will not constitute an admission by the State that the Services have been properly performed in accordance with this Contract.

9. GST

9.1 The Fee is inclusive of GST and the State is not required to pay the Contractor any GST Amount in addition to the Fee.

9.2 The Contractor must remit the GST Amount on any supply under this Contract to the Commissioner for Taxation in accordance with the GST Legislation.

9.3 The State is not required to pay the Contractor for any supply under this Contract until the Contractor has given the State a valid tax invoice in respect of the supply.

10. INDEMNITY

10.1 In this clause 10, “**claim**” includes any claim, action, proceeding, demand, liability, obligation, costs, loss, damages and expenses of any nature.

10.2 The Contractor agrees to indemnify and keep indemnified the State and its officers, employees and agents against any claim which may be brought against or made upon or incurred by them as a result of:

- (a) the provision of the Services by the Contractor;
- (b) a breach by the Contractor of any provision of this Contract; or
- (c) any wilful, unlawful or negligent act or omission of the Contractor, its employees, subcontractors or agents,

except to the extent that any act or omission by the State causes or contributes to the claim.

11. INSURANCE

11.1 The Contractor must effect, and maintain at all times during the term of the Contract:

- (a) workers' compensation insurance for the Contractor's workers in accordance with the requirements of the *Workers' Compensation & Rehabilitation Act 2003*; and
- (b) public liability insurance for a minimum amount of \$5 million for each occurrence.

11.2 The Contractor must produce evidence of the existence and currency of the insurances required by clause 11.1:

- (a) within 7 days after the commencement of this Contract; and

- (b) within 7 days after any subsequent request by the State.

11.3 The existence of insurance policies will not limit the liabilities or obligations of the Contractor under this Contract.

12. CONFIDENTIAL INFORMATION

12.1 The Contractor must keep confidential all material that is disclosed, or made available, by the State to the Contractor for the purposes of this Contract (including but not limited to books, documents, information, computer software, equipment or data stored by any means) and must:

- (a) keep that material in a secure location so that no unauthorised person is able to gain access to it; and
- (b) ensure that the material is not disclosed to any person other than the State, except:
 - (i) where required by law; or
 - (ii) with the State's consent.

13. PRIVACY

13.1 Where the Contractor collects or has access to Personal Information in order to fulfil its obligations under this Contract, it must:

- (a) ensure that Personal Information is protected against loss and unauthorised access, use, modification or disclosure or other misuse;
- (b) not use Personal Information other than for the purposes of the Contract, unless required or authorised by law;
- (c) ensure that only authorised personnel have access to Personal Information;
- (d) immediately notify the State if the Contractor becomes aware that a disclosure of Personal Information is, or may be required or authorised by law;
- (e) make its employees, agents and subcontractors aware of the Contractor's obligations under this clause and, if so requested by the State, require any employee, agent or subcontractor to sign a Privacy Deed.
- (f) comply with such other privacy and security measures as the State reasonably advises the Contractor in writing from time to time.

13.2 The Contractor must immediately notify the State upon becoming aware of any breach of clause 13.1.

14. TERMINATION

14.1 If:

- (a) the Contractor fails to comply with any provision of this Contract; or
- (b) the Contractor:

- (i) becomes insolvent;
- (ii) becomes subject to any form of external administration;
- (iii) enters into an arrangement with its creditors or otherwise takes advantage of any laws in force in connection with insolvent debtors; or
- (iv) is wound up, voluntarily or involuntarily,

the State may by written notice require the Contractor to show cause within 14 days why the Contract should not be terminated.

14.2 If:

- (a) the Contractor fails to respond to a show cause notice under clause 14.1 within 14 days; or
- (b) the Contractor responds to a show cause notice under clause 14.1 but the State reasonably considers the Contractor's response to be unsatisfactory,

the State may immediately terminate this Contract by notice in writing.

14.3 The Contractor may terminate this Contract immediately by notice in writing if the State has failed to remedy a breach of this Contract within 14 days after a notice to remedy has been given by the Contractor specifying the breach.

14.4 The Contract may be terminated at any time by either party giving to the other 3 months notice in writing.

15. NOTICES

15.1 Any notice, request, notification, consent or approval ("notice") under this Agreement must be in writing and may be sent by prepaid postage or fax or delivered by hand to the following respective addresses:

- (a) for the State:

Registrar	
Office of the State Coroner	
Level 1, Brisbane Magistrates Court	or GPO Box 1649
363 George Street	Brisbane Qld 4001
Brisbane	
Fax: (07) 3239 0176	

- (b) for the Contractor - the address set out in Item 4 of Schedule 1.

15.2 A notice will be deemed to be given:

- (a) if posted - 2 days after the date of posting;
- (b) if delivered - on the date of delivery; or
- (c) if faxed - on the date the sender's facsimile machine notes a complete and successful transmission;

except that a fax or delivery received after 5:00pm will be deemed to be given on the next business day.

16. GENERAL PROVISIONS

- 16.1 **Entire agreement** - This Contract constitutes the entire agreement between the parties and supersedes all prior negotiations, arrangements and agreements between the parties.
- 16.2 **Delay not to constitute waiver** - Any failure by a party at any time to enforce a clause of this Contract, or any forbearance, delay or indulgence granted by a party to the other, will not constitute a waiver of the party's rights.
- 16.3 **Waiver to be in writing** - No provision of this Contract will be deemed to be waived unless that waiver is in writing and signed by the waiving party.
- 16.4 **Waiver limited to specific occasion** - A waiver by a party of a breach of any provision of this Contract will not operate as a waiver of any subsequent breach of the same provision nor as a waiver of any other provision.
- 16.5 **Governing law** - This Contract is governed by the laws of Queensland and each party submits to the jurisdiction of the courts of Queensland.
- 16.6 **Compliance with laws** - The Contractor must comply with all relevant laws in performing the Services.
- 16.7 **Severability** - If any part of this Contract is determined to be invalid, unlawful or unenforceable for any reason then that part, to the extent of the invalidity, unlawfulness or unenforceability, will be severed from the rest of the Contract and the remaining terms and conditions will continue to be valid and enforceable to the fullest extent permitted by law.
- 16.8 **Further assistance** - The Contractor must do all things reasonably required by the State to give effect to this Contract.
- 16.9 **No assignment or novation** - The Contractor may not assign or novate its interest in this Contract, except with the prior written consent of the State.

17. CLAUSES TO SURVIVE TERMINATION

- 17.1 The following clauses will survive termination or expiration of this Contract:
- (a) clause 10 (Indemnity);
 - (b) clause 12 (Confidential Information); and
 - (c) clause 13 (Privacy).

SCHEDULE 1 - CONTRACT PARTICULARS

ITEM	DETAILS
1.	Contractor: [Insert full name of Contractor and ABN].
2.	Boundary (Clause 1.1, Definitions): [Insert description of boundary.]
3.	Mortuary (Clause 1.1, Definitions): [Insert specified mortuary.]
4.	Contractor's address for notices (Clause 15.1(b)): [Insert Contractor's address for notices.]

SCHEDULE 2 - STANDARDS FOR EQUIPMENT & VEHICLES

1. For a vehicle that is used as a hearse, the vehicle must:
 - (a) be clean and well presented;
 - (b) be maintained in a roadworthy condition at all times; and
 - (c) have a roller device and a coffin/casket clamping facility that are in good and efficient working order at all times.
2. For a vehicle that is used for transportation of bodies, the vehicle must:
 - (a) be fitted with blinds, treated windows or other screening to ensure that there can be no external visual access to a body being transported;
 - (b) be fully equipped with the following items:
 - (i) disposable gloves;
 - (ii) heavy duty gloves;
 - (iii) protective overgarments (torso & limbs);
 - (iv) waterproof overshoes;
 - (v) waterproof aprons;
 - (vi) masks and eye goggles;
 - (vii) disinfectant hand solution, paper towels and soap;
 - (viii) ordinary laundry bags;
 - (ix) plastic laundry bags with ties for blood contaminated linen;
 - (x) plastic garbage bags with ties;
 - (xi) plastic infectious waste bags with ties;
 - (xii) disposable paper towels;
 - (xiii) hypochlorite disinfectant solution;
 - (xiv) first aid kit;
 - (xv) packs of padding, plastic etc suitable for dressing wounds on bodies to prevent leakage;
 - (xvi) plastic sheeting and waterproof tape for wrapping and sealing bodies; and
 - (xvii) special containers for transporting babies;
 - (c) be thoroughly disinfected at regular intervals and at the following times:
 - (i) immediately upon return to the mortuary if the vehicle has been contaminated with body exudates; and
 - (ii) prior to sale or disposal of the vehicle.
3. A vehicle may be used both for transportation of bodies and as a hearse if it meets all of the requirements set out above.
4. The rear compartment of a vehicle that is used for transportation of bodies must not be used for any other purpose.

SCHEDULE 3 - FEES

The fees payable by the State are as follows:

1. For initial transportation of a body:
 - (a) within the Boundary - a flat fee of \$[fee];
 - (b) outside the Boundary - the flat fee set out in paragraph (a) plus a rate per kilometre of \$[rate].
2. For further transportation of a body - a flat fee of \$[fee] plus a rate per kilometre of \$[rate].
3. For transportation of a body other than by road (but only if the alternate transportation is first approved by the State) - \$[fee].
4. For cremation of a body for each person of the age of eight years and over:
 - (c) \$[fee]; plus
 - (d) \$[crematorium fee as charged by proprietor];
5. For cremation of a body for each person under the age of eight years:
 - (e) \$[fee]; plus
 - (f) \$[crematorium fee as charged by proprietor];
6. For burial of a body for each person of the age of eight years and over:
 - (g) \$[fee]; plus
 - (h) \$[burial plot fee as charged by proprietor];
7. For burial of a body for each person under the age of eight years:
 - (i) \$[fee]; plus
 - (j) \$[burial plot fee as charged by proprietor];
8. For collection and cremation of any tissue or forensic samples - \$[fee].
9. Where the Contractor transports two or more bodies in one Suitable Vehicle in accordance with clause 5.3, only one transportation fee is payable.

EXECUTED BY THE PARTIES on the respective dates set out below.

SIGNED for and on behalf of)
) (signature of director)
 ABN by)
) (name),)
) (signature of director/secretary)
 a director, and)
) (name),)
 a director/the secretary, in the presence of:)/...../.....
) (date)

.....
 (signature of witness)

SIGNED for and on behalf of)
)
 STATE OF QUEENSLAND acting through)
 the Department of Justice & Attorney-General) (signature)
 by (name),)
) (position))
 a duly authorised person, in the presence of:)/...../.....
) (date)

.....
 (signature of witness)

**PRIVACY DEED -
ACCESS TO PERSONAL INFORMATION**

Between

[Insert name of the Contractor]

“the Contractor”

and

[Insert name of the Subcontractor]

(“the Subcontractor”)

This Deed is made on the _____ day of _____ 2002 .

BETWEEN: [Insert the name of Contractor] of # in the State of Queensland ("the Contractor")

AND: [Insert the name of the Subcontractor] of # in the State of Queensland ("the Subcontractor").

RECITALS

- A. The Subcontractor is an employee, agent or subcontractor of the Contractor.
- B. The Contractor has entered into a Contract with the Department for the provision of Burial/Cremation or Conveyance services, which includes access to information that contains Personal Information.
- C. In the course of dealing with the Contractor, the Subcontractor may have access to the Personal Information.
- D. The Personal Information held by the Contractor is subject to the Information Privacy Principles contained in Information Standard 42 issued under the authority of ss.22(2) and 56(1) of the *Financial Management Standard 1997*.
- E. The Contractor has undertaken that in the performance of the Contract with the Department it will comply with the applicable Information Privacy Principles and has made other undertakings in relation to the collection, use, handling, distribution and disclosure of the Personal Information.
- F. The Contractor has also agreed to obtain from its Subcontractors an undertaking to observe the clauses relating to the protection of Personal Information contained in the Contract and to inform the Subcontractor that failure to comply with such an undertaking may lead the Contractor to take action against the Subcontractor.

OPERATIVE PROVISIONS

1. Personal Information

- 1.1 The Subcontractor acknowledges that Personal Information is, for the purposes of the Information Privacy Principles and this Deed –
 - (a) information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

2. Subcontractor's undertaking

- 2.1 The Subcontractor undertakes –

not to access, use, modify, disclose or retain any Personal Information of the Department that he or she has acquired from the Contractor, except for the purpose for which the Personal Information was acquired; and

in addition to any direction as to particular measures specified by the Contractor, take all reasonable measures to ensure that any Personal Information held in connection with the Contract is protected against loss, unauthorised access, use, modification or disclosure and against other misuse.

3. Breach

3.1 The Subcontractor acknowledges that failure to comply with this Deed may lead to action by the Contractor.

4. Surviving Obligations

4.1 The undertakings made in this Deed will survive both the termination or expiry of the Contract between the Department and the Contractor and the termination or expiry of the Subcontractor's agreement with the Contractor.

5. Acknowledgement By Subcontractor

5.1 The Subcontractor undertakes that in signing this Deed –

- (a) he or she understands the Contractor's responsibilities in relation to information privacy;
- (b) he or she will not access, use, disclose or retain Personal Information except in relation to the purpose for which the Personal Information was acquired; and
- (c) he or she understands the possible consequences of a breach of this undertaking.

6. Variations and amendments

6.1 No term or provision of this Deed may be amended or varied unless such amendment or variation is reduced to writing and signed by the parties.

7. Applicable law

7.1 This Deed will be governed and construed in all respects in accordance with the laws of Queensland and the parties submit to the jurisdiction applicable to the Courts of Queensland in respect of all matters arising under this Deed.

