



QUEENSLAND MUSIC FESTIVAL
REQUEST FOR PROPOSAL
QMF TICKETING TENDER
TICKETING SERVICE PROVIDER REQUIRED

THIS REQUEST FOR PROPOSAL DOCUMENT IS CONFIDENTIAL AND MUST NOT BE DISTRIBUTED OR DISCLOSED TO ANY PARTIES WITHOUT THE PERMISSION OF QUEENSLAND MUSIC FESTIVAL, FURTHER REFERENCED AS “QMF” DISTRIBUTION OF THIS DOCUMENT IS A BREACH OF THE CONDITIONS OF OFFER.

This form is used to request a quote for the supply of goods and/or services. The Queensland Music Festival (QMF) completes the quote requirements in Section 1 and any questions to enable evaluation in Section 2. The Supplier completes Section 2.

Section 1 – Request for Quote

1 QMF Details

Customer Name	QUEENSLAND MUSIC FESTIVAL (QMF)
Customer ABN	67 084 526 876
Contact Officer Name	Ally Lane
Position	Head of Ticketing and Box office Strategy
Street Address	144 Montague Road Level 5 South Brisbane Queensland 4101
Postal Address	PO Box 5240 West End 4101
Phone	07 3010 6600
Email	ally@qmf.org.au

2 Request Details

Request Issue Date	Monday 12th August 2024
Closing Date / Time	Friday 20th September
Shortlist Notified	Wednesday 25th September 2024
Shortlist Pitches	Monday 7th October 2024
Successful Respondent notified	Monday 21st October 2024
Unsuccessful respondents notified	Tuesday 22nd October 2024

3 Requirements

Description of goods/products and/or services required	<p>Queensland Music Festival is seeking proposals for the provision of Ticketing Services for Qld Music Trails 2025, with an option for Qld Music Trails 2026 (option to be exercised at Queensland Music Festivals discretion). Queensland Music Festival may execute an option to renew the agreement for the second period in 2026, based on the successful applicant's submitted quotation, at its discretion. If this option is exercised, written notice will be provided no later than 90 days prior to the conclusion of the initial term of the agreement 2026. Please note, there is no obligation for Queensland Music Festival to exercise the option for Qld Music Trails 2025 and all potential applicants must plan accordingly for this. Should a variation in period or supply of services be required, a quote variation will be sought from the successful contractor.</p> <p>It should be noted that Queensland Music Festival is open to non-exclusive opportunities.</p>
Support Services	Event build support, Customer support, On site support, Technical Support, Reporting services
Deliverables/Milestones	<ul style="list-style-type: none"> • Post Trail Reports delivered within 1 month of Trail activation • Quarterly Ticketing meetings to review trends in QMFs events vs Market patterns • Monthly Marketing meetings to analyse Ticketing and Marcomms campaigns • Per Annum Technological updates on Ticketing System and Offers
Start Contract Date	23/01/2025
End Contract Date	23/01/2026
Extension options	Open to various contract terms & extensions dependant on services rendered.

4 Conditions

The following conditions apply to this Request for Quote (RFP) and the resulting purchase of good and services.

Conditions of Offer	For all Goods and Services, the Conditions of Offer attached to this document at Attachment B will apply to the RFP.
Conditions of Contract	<p>The following Conditions will apply to the contract formed with the successful Offer:</p> <ul style="list-style-type: none"> <input type="checkbox"/> dherence to Queensland Music Festival Code of Conduct <input type="checkbox"/> Adherence to the Ticketing code of Practice <input type="checkbox"/> Adherence to Australian Consumer Law <input type="checkbox"/> Adherence to Australian Privacy Act 1988 and any applicable Privacy Principles under that Act.

5 Insurances*

Workers Compensation	Workers Compensation Insurance in accordance with the Workers' Compensation and Rehabilitation Act 2003 (Qld)
Public Liability	Public Liability Insurance for a minimum of \$10 million in respect of each claim
Products Liability	Not applicable
Professional Indemnity	Professional Indemnity Insurance for a minimum of \$2 million in respect of each claim

Cyber & Privacy Protection Insurance	To a minimum cover of \$500,000
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6 Evaluation Criteria

If no other Evaluation Criteria are provided here, all quotes will be evaluated to standard evaluation criteria consisting of Compliance with Requirements, Ability to meet timeframes, and Cost and Value for Money.

Mandatory	<ul style="list-style-type: none"> • Compliance with Insurance requirements specified in Section 1, Part 5; • Compliance with Conditions of Contract specified in Section 1, Part 4;
Other Evaluation Criteria	<p>The other evaluation criteria that will be used to evaluate offers are:</p> <ol style="list-style-type: none"> 1) Value for money for both Organisers and Attendees 2) Demonstrated experience, reliability and successful delivery in providing similar services for regional, non for profit, multi-day/multi-event programs. 3) Demonstrated capacity to deliver the specifications, resources and services within the timeframes required, key considerations and general items outlined in Attachment A 4) Technical offerings including digital marketing and integration to Qld Music Trails WordPress Website. 5) Compliance with this Request for Proposal 6) Conformance to requirements

What Queensland Music Festival requires:

Please provide a proposal which address the items in Attachment A, specifications of services required, key considerations and general items.

Attention should also be directed towards the selection criteria.

Clarification of Requests for Proposal:

If you require clarification on the above request, please click [here](#) to email the Queensland Music Festival Ticketing team.

Clarification Addendums will be posted via the '[Work with Us](#)' page on the website.

Offers MUST be received **digitally** via the 'Work with Us' page on QMF's website by the closing date and time. Quotes received without this RFP document completed will not be accepted.

ATTACHMENT A - SPECIFICATION

1. BACKGROUND/SCOPE

Queensland Music Festival a Non-For-Profit strategic music agency, helping Queensland communities by designing new solutions to social, cultural, and economical challenges. The Queensland Music Festival was created in 1999 to give all Queenslanders access to world-class live music. We have worked with leading artists and communities to produce signature events, tours, and mass-participation music experiences; created innovative public music installations; and commissioned 65 new works based on Queensland stories.

In 2023, Queensland Music Festival launched Queensland Music Trails, a world first music tourism initiative, part-funded by the Queensland Department of Tourism and Sport. Trails are driveable itineraries of bespoke, placemaking music events, designed to disperse visitation to our unique regional communities, and drive cultural, economic, and social outcomes for those communities.

The Trails encompasses over 30 events throughout the year running from April through to November.

Queensland Music Festival is seeking to engage a ticketing service provider for end-to-end ticketing services for QLD Music Trails 2025 with an option for 2026. The scope includes events owned and produced by Queensland Music Festival under the QLD Music Trails brand, partnerships events & events that fall under Queensland Music Festival brand.

QLD Music Trails are formed from multiple events that make up a 'Trail' for example, The Outback Trail takes place in April, runs for on average 2 weeks and comprises of 9 events which range from RSVP entry, multi-day, traditional music in a GA venue, Food and Beverage events with seating requirements & workshops with timed sessions.

Multiple events are programmed across the potential 2 weeks span, with most events managed by QMF but some by third party partners.

The successful ticketing system should allow for each Event Owner/Partner to be able to set up their own ticketing & execute box office sales for their event under the QLD Music Trails banner, while also fully integrating with the QLD Music Trails website allowing for multi event purchases to provide customers a seamless purchase journey.

If third party events are included in a Trail, some event owners may choose to utilise a preferred ticketing platform, therefore ticketing for third-party events is not exclusive however, QLD Music Trails will endeavour to put forward their contracted provider as a first choice.

2. Base Requirements

Requirements – Base & Desired

System Requirements

System Base Requirements

- A master Queensland Music Festival account enabling a 'birds-eye' view of all event sales, with ability to edit and integrate events into the QLD Music Trails website.
- Self-service – individual log-ins enabling Event Owners & Staff members to set up and build their own ticketing without wait times for edits, approvals.
- Integration into the current QLD Music Trails WordPress website with purchase options as well as API to initiate various website functions ('selling fast / sold out' information changes for example).
- Integration must also work seamlessly on mobile.
- Integration to Hubspot & Power Bi.

- Multi event purchase functionality in one transaction (cart functionality for all live events).
- Designated point of contact at the ticketing agency for Event/ technical support.
- Ability for offer codes, discount codes, early purchase to be created and implemented across all ticket types and events.
- Upsell functionality in the purchase journey – offers, merchandise experiences or travel options
- Ability to place event and sponsor advertising on digital tickets.
- Ability to place artwork across the event experience including key event branding and imagery associated with the Trail.
- Donation/Pay what you like at checkout abilities.
- Integration of barcode to other ticketing platforms or importing barcodes.
- On the day event support must be accounted for with the proposal and any costs outlined.

System Desired Requirements

- Reserved seating chart options, table chart options or ability for ticketing provider to build seating charts if not already in system.

Package Ticketing

Package Ticketing Base Requirements

As Queensland Music Festival a key mandate to encourage tourism to our event destinations the successful ticketing providers must be able to provide solutions for the below.

- Packaging multiple event experiences that make up a 'Trail'.
- Packaging affiliate offers with event tickets (experiences in region, add on & upsells).
- Packaging tickets with merchandise offers.

Package Ticketing Desired Requirements

- Packaging preferred accommodation provider stays with event tickets. This includes hotel API integration to sync to hotel inventories from the hotelier system(s) aid customers undertake a hotel room booking including rates and availability.
- Packaging preferred transport provider tickets with event tickets.
- Packaging preferred tourism activity provider tickets with event tickets.

Reporting Requirements

Reporting Base Requirements

- Access to live conversion / revenue reporting for real-time media optimisation.

- Access to customer data including email address, age and postcode information from both purchaser and attendees for Queensland Music Festivals reporting requirements.

- Ability for Queensland Music Festival to use pixel & digital tag mapping to map the user journey to purchase within their own digital suite.

- Real time purchases & their data sent via API into QMFs Hubspot environment.

- Real time data available to QMF between customer EDM interaction & Ticket conversion to Hubspot to allow for retargeting.

It is preferred that the successful ticketing system has experience in this type of integration project.

- Full accreditation and licencing to operate ticketing platform, including adherence to Privacy Laws and regulations.

Reporting Desired Requirements

- Robust Reporting capabilities with the option to tailor reporting suites/dashboards. Evidence of this is to be provided to Queensland Music Festival during tender process.

Merchant Requirements

- Reconciliation and payments made to each individual Event Owner/ Multiple stakeholder details (multiple bank accounts).

- Ability to refund ticket holders during the entire event campaign including during the events activation.

- GST exclusion applied on ticket types

- Buy now pay later options available for customers along with Apple Pay & G pay. *Afterpay is desired*

- Credit Card sales encrypted and managed by ticketing provider.

Merchant Desired Requirements

- Multiple merchants set ups available for ticketing funds. E.g. Ticket Net monies delivered into Owner's stripe accounts or the option to hold funds in escrow until post event.

Customer Experience Base Requirements

- Event Owners to be able to view customer contact information to execute customer support effectively.

- Customer history visible in reporting suite/system.

- Exchanges (partial or whole), Refunds (partial or whole).

- Self Service of ticket order must be available to QLD Music Trails customer to minimise direct customers support involvement. *Note: This may be managed in Hubspot via integration.*

- System must put accessibility first for customers through event build & purchase flow.

- Re sale functions for a customer must be available.

- It is a requirement for QMF that the successful ticketing suite has either

	<p>Mobile, Email, Phone or chat support functionality for patrons looking for direct ticketing assistance.</p> <p>Customer Experience Desired Requirements</p> <ul style="list-style-type: none"> • Customer communication within the ticketing platform is desired – EDM, SMS, Push notifications via app etc. 																							
<p>Scope of work</p>	<p>Value tickets per annum</p> <table border="1" data-bbox="475 477 1098 745"> <thead> <tr> <th>Year</th> <th>No. of Tickets</th> <th>Average Price</th> </tr> </thead> <tbody> <tr> <td>2022</td> <td>2218</td> <td>90.98</td> </tr> <tr> <td>2023</td> <td>9142</td> <td>86.70</td> </tr> <tr> <td>2024</td> <td>12,000</td> <td>52.51</td> </tr> <tr> <td>Grand Total</td> <td>23,360</td> <td>73.00</td> </tr> </tbody> </table> <p>Free tickets per annum</p> <table border="1" data-bbox="475 813 979 1025"> <thead> <tr> <th>Year</th> <th>No. of Ticket</th> </tr> </thead> <tbody> <tr> <td>2023</td> <td>6040</td> </tr> <tr> <td>2024</td> <td>1874</td> </tr> <tr> <td>Grand Total</td> <td>7914</td> </tr> </tbody> </table> <p>Scope of ticket price 25-26 \$0 - \$120 <i>*QMF is committed to providing affordable avenues for patrons to experience the arts.</i></p>	Year	No. of Tickets	Average Price	2022	2218	90.98	2023	9142	86.70	2024	12,000	52.51	Grand Total	23,360	73.00	Year	No. of Ticket	2023	6040	2024	1874	Grand Total	7914
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<p>Booking Fees</p>	<p>As QLD Music Festival is a non-for-profit organisation, please note that it is expected to be presented a subsidised fee proposal.</p> <p>Desired Fee scope</p> <p>Per \$ ticket fee is expected in the range of \$0-2 Any outside charge / Transaction/ Order charge to customer is to be minimal to keep in line with evaluation criteria 1).</p> <p>Options for including promoter inside charges, rebates.</p> <p>Complimentary tickets are expected to be at no cost to Queensland Music Festival or the customer (open to discussing thresholds).</p> <p>Free tickets are expected to be at no cost to Queensland Music Festival or the customer (open to discussing thresholds).</p> <p>Please note Queensland Music Festival is not expecting to be charged a set-up fee for the ticketing platform or additional build/edit fees if system support is required.</p> <p>Please note Queensland Music Festival is not expecting to be charged a fee for any tickets that are refunded.</p> <p>Queensland Music Festival would favour proposals that account booking fees collected toward event support on site.</p>																							

Key Deliverables and Milestones (if applicable)	Qld Music Trails will be launching the 2025 Outback Trail within the current ticketing agreement it is under. Additional 2025 Trails will be executed under the successful ticketing agreement. Expected next Trail launch date late January 2025.
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SECTION 2 – SUPPLIER RESPONSE

1. Supplier Information

Supplier Name	Insert Supplier business name
Supplier ABN or ACN	Insert Supplier ABN or ACN
Contact Name	Insert supplier contact name
Position	Insert position of supplier contact
Postal Address	Insert supplier postal address
Phone	Insert supplier phone number
Email	Insert supplier email

2. Requirements

The Supplier is to confirm compliance with the Requirements.

Does the Supplier agree to comply with the Insurance requirements as specified in Section 1, Part 5?	Yes <input type="checkbox"/> No <input type="checkbox"/> Expiry date: <input type="text"/> Insert details Insured amount: <input type="text"/> Insert details
Does the Supplier agree to comply with any other mandatory requirements specified in Section 1 or in Attachment A (if applicable)?	Yes <input type="checkbox"/> No <input type="checkbox"/> Details: <input type="text"/> Insert details

3. Conditions

Does the Supplier agree to comply with the Contract Conditions specified in Section 1, Part 4?	Yes <input type="checkbox"/> No <input type="checkbox"/>
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4. Conflict of interest

The Supplier is to give details of any possible Conflict of Interest that exists or may arise in relation to the making and/or acceptance of their quote. If there is nothing to declare, please insert “None”.	
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5. Requirements

The Supplier is to detail how they will meet the requirements specified in Section 1, and (if applicable) Attachment A. Queensland Music Festival welcomes the supplier to add attachments to support the below information provided.

Evaluation Criteria 1: Value for money for both Organisers and Attendees Detail how the Supplier will meet the requirements specified in Section 1 and Attachment A (if applicable).	
Evaluation Criteria 2: Demonstrated experience, reliability and successful delivery in providing similar	

services for regional, non for profit, multi-day/multi-event programs.	
Evaluation Criteria 3: Demonstrated capacity to deliver the specifications, resources and services within the timeframes required, key considerations and general items outlined in Attachment A	
Evaluation Criteria 4: Technical offerings including digital marketing and integration to Qld Music Trails & partners Website/s.	
Evaluation Criteria 5: Compliance with this Request for Proposal	
Is the Supplier:	
An employer of first nations persons? Please indicate your employment percentage of first nations persons	Yes <input type="checkbox"/> No <input type="checkbox"/> _____ employees
Business size?	<input type="checkbox"/> Small business (less than 20 employees) <input type="checkbox"/> Medium Enterprise (20 or more but less than 200 employees) <input type="checkbox"/> Large Enterprise (200 or more employees)
Classified as a Social Enterprise?	Yes <input type="checkbox"/> No <input type="checkbox"/>
A local supplier (within 125km from where the goods or services are to be supplied)?	Yes <input type="checkbox"/> No <input type="checkbox"/>

6. Pricing

Goods/Services Offered and Pricing Description <i>(Attach detailed itemised quote, brochures/attachments or other documentary evidence of compliance with requirement, if necessary)</i>	Supplier's Response			
	Quantity	Unit Price (excl. GST)	GST Payable (Per unit)	Total Price (incl. GST)
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$

7. Supplier Authorisation

This quote is submitted by the Supplier's authorised representative. By signing, the Supplier is offering to enter a Contract on the terms set out in this document and the Conditions of Contract listed in Section 1.		
..... Signature Name and Position/...../..... Date

Privacy Statement - The Department is collecting information from the Offeror, which may include personal information, for the purpose of administering the quotation process and contract. This information may be shared with Queensland Government departments or agencies, Queensland Government Bodies, Non-Government Organisations and/or Commonwealth, States or Territories for the purpose of administering the quotation process and contract or made publicly available in accordance with the requirements of the Queensland Procurement Policy. Personal Information will not be otherwise disclosed to any other third party without consent of the Offeror, except where authorised or required by Law.

Attachment B – Request for Proposal (RFP) Conditions

1. Interpretation

These RFP Conditions may be used where QMF is seeking offers to enter a Contract or agreed provision of services.

2. RFP process

2.1 Supplier acceptance

By participating in the RFP Process, the Supplier accepts these Conditions.

By submitting an offer, the Supplier offers to enter a Contract with QMF under which for Goods, Services and Deliverables and acknowledges that QMF may accept the offer during the Offer Validity Period.

2.2 Customer discretion

QMF may make any changes to the RFP Process in its absolute discretion, by notifying the Supplier were considered appropriate by QMF. This may include:

- (a) adding the terms and conditions applicable to the RFP Process, including terms of the RFP Conditions and/or proposed Contract.
- (b) adding or changing Requirements.
- (c) amending dates including extending the Closing date and time.
- (d) amending the evaluation criteria stipulated in the RFP and/or
- (e) cancelling or withdrawing the RFP Process.

Without limitation QMF may, during the RFP Process:

- (a) consider, accept, or reject an offer received after the Closing date and time.
- (b) consider, accept, or reject non-Conforming Offers, alternative or innovative offers, offers in part, or multiple offers.
- (c) obtain information about the Supplier relevant to the evaluation criteria that may be held by any Government Department or Instrumentality and take the information into account in assessing the offer.
- (d) conduct checks on the Supplier with other customers of the supplier and Queensland Government departments and agencies, and Queensland Government Bodies.
- (e) reject any or all offers.
- (f) accept an offer that did not progress through all phases of the evaluation process.
- (g) amend the evaluation criteria stipulated in the RFP document.
- (h) exercise discretion in evaluating any subjective evaluation criteria.
- (i) negotiate with one or more Suppliers and allow any Supplier to vary its offer.
- (j) interview, negotiate or hold discussions with any Supplier on any matter contained (or proposed to be contained) in an offer to the exclusion of others.
- (k) request some or all Suppliers to conduct site visits, provide references and additional information, and/or make themselves available for panel interviews.
- (l) change the terms and conditions applicable to the RFP Process, including terms of the proposed Contract; or
- (m) conduct checks on the Supplier or request the Supplier to substantiate to QMFs satisfaction information supplied by the Supplier during the RFP Process.

The Supplier will not make any claim in connection with a decision by QMF to exercise or not to exercise any of its rights in relation to the RFP Process.

2.3 Contract structure

The Suppliers attention is drawn to the fact that QMF reserves the right, at any time during the term of any Contract established as a result of this RFP Process to:

- (a) engage other suppliers for the supply of the Goods, Services, and other Deliverables the same or similar to the deliverables and
- (b) enter into Contracts with other suppliers for the supply of Goods, Services and Deliverables, notwithstanding that the other suppliers did not participate in the RFP Process, for any reason, including if QMF considers it is necessary or desirable to comply with government policy regarding diversity in supply chains, the achievement of social objectives or in the interest of public health and safety.

2.4 Statistical and other relevant data

Statistical and other relevant data provided in this RFP Process is not to be construed as a guarantee for providing any business whatsoever by QMF. The Supplier shall make no claim for anticipated profit or for loss of profit because of any difference between the data provided to assist Suppliers in compiling an offer and the volume of goods or services required by QMF and so provided by the Supplier during the period of the Contract.

2.5 No process contracts

The conduct of the RFP Process does not give rise to any legal or equitable relationship. A Supplier will not be entitled to claim compensation or loss from QMF for any matter arising out of the RFP Process, including but not limited to any failure by QMF to comply with these RFP Conditions.

3. Alternative and/or innovative offers

The Queensland Music Festival procurement promotes an outcome focussed approach, seeking opportunities to innovate and improve value for money. Suppliers are encouraged to submit alternative and/or innovative offers where they believe that the alternative will promote QMF's objectives.

4. No reliance on information

The Supplier is responsible for making its own investigation and assessment about all matters relevant to the process, the Requirements, the accuracy of all information and documents provided by or on behalf of QMF, and all other matters relevant to the Supplier's offer.

5. Supplier cost

Participation in the RFP Process is at the Supplier's cost. QMF is not required to pay compensation to the Supplier in relation to the RFP Process in any circumstances, for any reason.

6. Subject to contract

No Contract will be formed between QMF and the Supplier unless and until a contract is established in one of the ways identified in the Supplier Partnership Agreement.

7. Compliance

The Supplier must:

- (a) **(communication)** direct all inquiries relating to the RFP to the QMF's contact person, and not discuss this RFP Process with any other person except as required to prepare its offer.
- (b) **(laws)** comply with all Laws, including the *Disability Discrimination Act 1992* (Cth), the *Human Rights Act 2019* (Qld), *Modern Slavery Act 2018* (Cth) and all Acts referenced in the Ethical Supplier Threshold and ensure that the Supplier's actions do not cause QMF to breach any Laws.
- (c) **(confidentiality)** keep confidential all Confidential Information which it obtains as part of the RFP Process, not use it except for the purpose of responding to the RFP, and not disclose it except to its Personnel on a need-to-know basis for the purpose of responding to the RFP, or with the QMF's consent, or to the extent required by Law, or to its professional advisors.
- (d) **(privacy)** if it collects or has access to any Personal Information in connection with the RFP Process, comply as if it was QMF with the privacy principles in the Information Privacy Act or the Australian Privacy Principles in the Privacy Act, as applicable, in relation to that Personal Information, and comply with all reasonable directions of QMF relating to the Personal Information.
- (e) **(no publicity)** not make any public announcements or advertisement relating to the RFP Process.

- (f) (**competitive neutrality**) if the Supplier is a government owned business, local government, or Commonwealth, State or Territory or authority, price its offer to comply with the competitive neutrality principles of the Supplier's jurisdiction.
- (g) (**personnel**) ensure that its Personnel also comply with these requirements.
- (h) (**insurances**) The Supplier is to provide relevant and current insurance certificates with their offer. If requested after the closing date for offers, the Supplier is required to provide relevant and current insurance certificates within five (5) Business Days of the request from QMF unless otherwise indicated by QMF.

8. Warranties

8.1. Anti-competitive conduct

The Supplier warrants that neither it, nor its Personnel have engaged in, or will engage in, any collusive, anti-competitive or similar conduct in connection with the RFP Process, or any actual or potential Contract with any entity for goods and services like the Goods and Services.

8.2. Conflict of interest

The Supplier warrants that neither it nor its Personnel have or are likely to have a Conflict of Interest in connection with this RFP Process, except as disclosed in the Supplier's offer.

The Supplier warrants that it will not, and it will ensure that its Personnel do not, place themselves in a position that may give rise to a Conflict of Interest between the interest of QMF and the Supplier's interests during the RFP Process and the term of any Contract subsequently entered as a result of this RFP Process.

If during the RFP Process period, a Conflict of Interest arises, or appears likely to arise, the Supplier must notify QMF immediately and take such steps to resolve or otherwise deal with the Conflict of Interest to the reasonable satisfaction of QMF.

8.3. Criminal organisation

The Supplier warrants that the Supplier and, to the best of its knowledge and belief having made reasonable enquiries, its Personnel, have not been convicted of an offence under the Criminal Code in the *Criminal Code Act 1899* (Qld) where one of the elements of the offence is that the person is a participant in a criminal organisation within the meaning of the Criminal Code.

8.4. Accuracy of information

The Supplier warrants that all representations, declarations, statements, information, and documents made or provided by the Supplier (including its representatives) in connection with the RFP Process (**'Supplier Information'**) are complete, accurate, up-to-date, and not misleading in any way.

8.5. Warranties are ongoing

The warranties in this section are provided as at the date of the Supplier's offer to the RFP Process and on an ongoing basis until the later of QMF notifying the Supplier that its offer has been rejected and expiry or termination of any Contract entered pursuant to the RFP Process ("relevant period").

The Supplier warrants that it will immediately notify the QMF if it becomes aware that any warranty made in this section was inaccurate, incomplete, out of date or misleading in any way when made, or becomes inaccurate, incomplete, out of date or misleading in any way, during the relevant period.

8.6. Breach of warranty

In addition to any other remedies available to it under Law or contract, QMF may, in its absolute discretion (but is not required to), immediately disqualify a Supplier from the RFP Process, or terminate the Contract with the Supplier which is subsequently entered into as a result of the RFP Process, where it believes the Supplier has breached any warranty in this clause.

9. Access and inspection

The Supplier must, on reasonable prior written notice from QMF, give QMF reasonable access to the Suppliers documentation to enable QMF or a third party engaged by QMF to verify:

- (a) the completeness and accuracy of information provided by the Supplier in connection with the RFP Process; and
- (b) the Supplier's compliance with its obligations under these RFP Conditions.

10. Supplier confidential information

QMF will keep confidential all Confidential Information of the Supplier which it obtains as part of the RFP Process.

QMF may use Supplier Confidential Information for the purposes of the RFP Process.

QMF may disclose Supplier Confidential Information:

- (a) to its Personnel for the purposes of the RFP Process.
- (b) as required under the *Right to Information Act 2009* (Qld) or *Information Privacy Act*.
- (c) as required by Law.
- (d) to a Minister, their advisors or Parliament.
- (e) to its professional advisors.

QMF may publish information about the RFP Process.