



**Australian Government**

**Department of the Environment, Water, Heritage and the Arts**

**COMMONWEALTH OF AUSTRALIA**

as represented by the

**DEPARTMENT OF THE ENVIRONMENT, WATER, HERITAGE AND  
THE ARTS**

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**Multi Use List for the Provision of Scientific and Technical Advice on issues  
relating to the *Environment Protection and Biodiversity Conservation Act 1999*.**

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**REFERENCE NUMBER 0708-1269**

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**PART A – APPLICATION INFORMATION**

**Date:** December 2008

<b>EMAIL:</b> awdtender@environment.gov.au
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**Summary of Requirement**

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## SUMMARY OF REQUIREMENT

### 1. Overview of Requirement

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- 1.1. The Australian Government Department of the Environment, Water, Heritage and the Arts (DEWHA) develops and implements national policy, programs and legislation to protect and conserve Australia's environment and heritage and to promote Australian arts and culture.
- The Environment Protection and Biodiversity Conservation Act 1999 (EPBC Act) enables the Australian Government to join with the States and Territories in providing a truly national scheme of environment and heritage protection and biodiversity conservation. The EPBC Act focuses Australian Government interests on the protection of matters of national environmental significance, with the States and Territories having responsibility for matters of State and local significance.
- 1.2. More information on DEWHA can be found on [www.environment.gov.au](http://www.environment.gov.au).
- 1.3. The Multi Use List (MUL) is being established to identify a range of suppliers capable of providing DEWHA the Services outlined at Attachment A – Statement of Requirement. The MUL is likely to be operational for three years with an end date of 30 September 2011.
- 1.4. The EPBC Act may be updated and/or species added to the EPBC Act that will require additional specialist advice, therefore the MUL may be updated annually to reflect the Department's requirements.
- 1.5. Contracts from the MUL will range in value and a scope of work will be provided to potential provider/s based on DEWHA's requirements. Services related to DEWHA's responsibilities under the EPBC Act may be required at short notice across various services, skills sets and specialist expertise.

### 2. Information for Applicants

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- 2.1. The MUL process aims to identify suppliers who can provide the Services outlined at 7.5.
- 2.2. Once the MUL is established DEWHA may release Request For Quote or tender documents for specific scopes of work to those members of the MUL. A more detailed description of the Services required is at Attachment A – Statement of Requirement.
- 2.3. DEWHA may tender a number of scopes of work at the same time.
- 2.4. DEWHA may approach one or more members of the MUL. for a specific requirement.
- 2.5. DEWHA may conduct financial checks on members of the MUL.

- 2.6. Applicants are required to read the Multi-Use List Rules (Attachment B) and Draft Contract (Attachment C) **before** completing and submitting their Application (Part B).
- 2.7. Applications can be submitted any time up until September 2011.

### **3. Applications**

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- 3.1. Applicants should respond to this MUL by completing Part B and providing a response to each of the matters identified.
- 3.2. Applications should be marked **0708-1269 - Application for Provision of Scientific and Technical Advice relating to the EPBC Act 1999**.
- 3.3. Applications are to be forwarded to DEWHA for receipt as follows.
- 1) Applicants are to provide their applications electronically to the email address below.
  - 2) The electronic application must be compatible with the Microsoft Office 2003 suite of products or be in PDF file format.
  - 3) **Applications are to be prepared electronically and delivered to:**  
[awdtender@environment.gov.au](mailto:awdtender@environment.gov.au)

### **4. DEWHA Contacts**

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- 4.1. All enquiries about this MUL should be directed to:  
Department of the Environment, Water, Heritage and the Arts  
Email: [awdtender@environment.gov.au](mailto:awdtender@environment.gov.au)

**5. Overview**

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- 5.1. The Department of the Environment, Water, Heritage and the Arts (the Department) develops and implements national policy, programs and legislation to protect and conserve Australia's environment and heritage and to promote Australian arts and culture. The Environment Protection and Biodiversity Conservation Act 1999 (the EPBC Act) is the Australian Governments central piece of environmental legislation.
- 5.2. The EPBC Act provides a legal framework to protect and manage nationally and internationally important flora, fauna, ecological communities and heritage places defined in the Act as matters of national environmental significance.
- 5.3. The seven matters of national environmental significance to which the EPBC Act applies are:
- 1) world heritage sites;
  - 2) national heritage places;
  - 3) wetlands of international importance (often called 'Ramsar' wetlands after the international treaty under which such wetlands are listed);
  - 4) nationally threatened species and ecological communities;
  - 5) migratory species;
  - 6) Commonwealth marine areas; and
  - 7) nuclear actions.
- 5.4. In addition, the EPBC Act confers jurisdiction over actions that have a significant environmental impact on Commonwealth land, or that are carried out by a Commonwealth agency (in which case impact on the environment more generally is considered, rather than impacts on matters of 'national environmental significance').
- 5.5. In addition the EPBC Act aims to protect Australia's unique plants and animals. The Australian Government recognises the inherent value of our native species and the need to ensure their continued survival.
- 5.6. Regulation of international movement (exports and imports) of wildlife and wildlife products is an important element of effective nature conservation. More information can be located on <http://www.environment.gov.au/epbc/index.html>.

**6. Objective**

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- 6.1. The Department aims to establish a Multi-Use List (MUL) of specialist experts and suppliers to provide scientific, technical and legal advice. These individuals and organisations may be called upon to compete for, and undertake Services for the Department as required. This MUL aims to identify experts and specialists in fields described in this document to facilitate and support the work of the Department as and when required.

## **7. Requirements**

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7.1. The Department may require Services from individuals or organisations on the MUL in the context of the EPBC Act. These Services may include the following Service Categories, Skills Set and Special Species Advice:

### **7.2. Service Categories:**

#### **Advice including but not limited to:**

- a. Technical advice on Chemical use; and
- b. Geotechnical advice.

#### **Analysis including but not limited to:**

- c. Economic analysis;
- d. Social analysis;
- e. Environmental offset analysis;
- f. Modelling analysis;
- g. Taxonomy and genetic analysis; and
- h. Population viability analysis.

#### **Audit including but not limited to:**

- i. Conduct compliance audits; and
- j. Lead regulatory compliance audits.

#### **Risk Assessment including but not limited to:**

- k. Quantitative risk assessment and semi-quantitative risk assessment;
- l. Environmental Impact Assessment;
- m. Environmental risk assessment of species proposed for live import into Australia; and
- n. Risk assessment of invasiveness of species.

#### **Statistical, Surveys and data analysis including but not limited to:**

- o. Flora and fauna surveys and methodologies;
- p. Environmental survey/monitoring design; and
- q. Statistical and data analysis.

### **7.3. Skills Set including but not limited to:**

- a. Mining engineering (tailings dams, management of discharges etc);
- b. Erosion and sediment controls;
- c. Contaminated sites;
- d. Archaeology;
- e. Stormwater management and best practices;
- f. Sewage treatment plants and management;
- g. Environmental/Conservation planning – review Environment Management Plans, develop species recovery plans etc;

- h. Landscape ecology and management;
- i. Conservation biology;
- j. Feral species management;
- k. Marine/freshwater and terrestrial biology and ecology;
- l. Geomorphology including hydrogeology/hydrology;
- m. Hydrodynamics (including review of modelling etc);
- n. Oceanography;
- o. Marine dispersions and plume modelling;
- p. Appropriate remediation measures, including an estimate of their costs;
- q. Compliance with Part 3, Part 7 Part 9 and Parts 13 and 13A of the EPBC Act.;
- r. Best Practice Water-Sensitive/Environmentally-Sensitive Urban design; and
- s. Town planning and strategic planning.

7.4. **Specialist Species Advice**

- a. Animals, vertebrates;
- b. Animals, invertebrates;
- c. Plants;
- d. Fungi;
- e. Protoctists; and
- f. Bacteria.

7.5. **Services**

7.6. The Services required may include, but are not limited to:

- 1) preparation of advice, written briefings, consultations, reports and papers (including audit reports), electronic or hard-copy compilations of data and maps;
- 2) participate in, or contribute technical expertise to committees;
- 3) field assessment, compliance audits, surveys or to participate in meetings with Departmental staff or independently. This services may require the MUL member to travel interstate; and
- 4) communicate the results of their research in legal proceedings, for example by appearing as expert witnesses for the Department.

7.7. Services will be required in a range of forms and timeframes. Applicants need to demonstrate an ability to provide scientific and technical advice in relation to the above mentioned areas in relation to the EPBC Act.

7.8. MUL Members must maintain consistency and high quality in the provision of any Services. For any particular scope of work, the Department may set a level of quality or standards which must be adhered to in performing the Services. These quality levels of standards where applicable, will be used as performance indicators in assessing the work provided by a member of the MUL.

## **8. Timing**

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- 8.1. Members of the MUL will be asked to provide the Services within timeframes set by the Department or agreed with the Department. Members of the MUL may be asked to provide Services within urgent timeframes or over a planned program of work including milestones or phases.

## **9. Government Legislation and Policies Affecting the Services**

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- 9.1. Members of the MUL will be required to adhere to all relevant Government legislation as outlined in the Contract. This legislation covers areas such as Occupational Health and Safety, privacy, records and record keeping and confidentiality.

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## 1. Rules

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### 1.1. Interpretation

1.1.1. Throughout this MUL, unless the contrary intention appears:

- a. words in the singular include the plural and the plural include the singular; and
- b. words importing a person include a partnership and a body, whether corporate or otherwise.

### 1.2. Definitions

1.2.1. The following words have these meanings in this MUL unless the contrary intention appears:

- a. **Applicant** means any person or organisation considering or applying for this MUL.
- b. **Application** means any application submitted in response to this MUL.
- c. **Attachment** means an attachment to the MUL.
- d. **Commonwealth** means the Commonwealth of Australia as represented by the Department of the Environment, Water, Heritage and the Arts.
- e. **Contact Officer** means the DEWHA officer detailed at clause 4 of the MUL.
- f. **Contract** means the Draft Contract for the provision of the Services annexed to this MUL (Attachment C).
- g. **CPGs** means *Commonwealth Procurement Guidelines*.
- h. **DEWHA** means the Department of the Environment, Water, Heritage and the Arts.

1.2.2. Unless the context indicates otherwise, where words used in this MUL are defined terms under clause 1.1 of the Draft Contract, they have the same meaning in this MUL.

### 1.3. AusTender - Australian Government Tendering System

1.3.1. AusTender is the Commonwealth's business opportunities website, located at [www.tenders.gov.au](http://www.tenders.gov.au). AusTender allows Applicants to download documentation electronically.

1.3.2. DEWHA accepts no responsibility if an Applicant fails to become aware of any alteration, correction or notice, which would have been apparent from a visit to the AusTender website or from other information available from the Contact Officer.

1.3.3. Applicants should direct all communications relating to this MUL to the Contact Officer.

### 1.4. Invitation Documents

1.4.1. This invitation for inclusion on this MUL consists of the following documents:

- a. Part A of this MUL;
- b. Part B of this MUL; and
- c. the Draft Contract issued with this MUL at Attachment C of this Part A.

## **1.5. Application Lodgement**

- 1.5.1. Applications must be lodged in accordance with clause 3 of the section titled Important Information for Applicants at Part A of this document.
- 1.5.2. The MUL remains open for lodgement of applications until DEWHA determines there is no longer a need for the Services. DEWHA will advise all current members of the MUL and any current applicants for membership of the MUL that the MUL is to be terminated at the time of termination.

## **1.6. Errors & Alterations**

- 1.6.1. Applicants should immediately notify the Contact Officer in writing at the address detailed in clause 4 of the section titled Important Information for Applicants at Part A of this document if an Applicant reasonably believes there is discrepancy, error, ambiguity, inconsistency or omission in this MUL.

## **1.7. Disclosure of Information**

- 1.7.1. Subject to 1.7.2, DEWHA will keep all Applications submitted confidential.
- 1.7.2. Applicants should note that DEWHA may disclose any information contained in or regarding an Application without written authority of the Applicant to:
  - a. Parliamentary Committees;
  - b. Employees and advisers engaged by the Commonwealth; and
  - c. other Commonwealth departments, agencies, bodies, enterprises, authorities and Ministers,

for the purposes of this Application process, and any legal, policy or other Commonwealth accountability requirements.

## **1.8. Freedom of Information**

- 1.8.1. Applicants should be aware that the *Freedom of Information Act 1982* gives members of the public certain rights of access to documents in the possession of the Commonwealth and its agencies. The Act extends as far as possible the right of the Australian community to access information (generally documents) in the possession of the Commonwealth, which may include the Application, any subsequent contract and related documents.

## **1.9. Compliance with Commonwealth Policies and Legislation**

- 1.9.1. The successful Applicants must, when using the Commonwealth's premises or facilities, comply with all reasonable directions and procedures relating to occupational health (including the Commonwealth's smoke free work place policy), safety and security in effect at those premises or in regard to those facilities, as notified by the Commonwealth or as might reasonably be inferred from the use to

which the premises or facilities are being put.

1.9.2. Commonwealth policies require DEWHA to publish on the AusTender (Contracts Reported) website the award of all contracts valued at \$10,000 or more. It is also required that DEWHA publishes a list of all contracts valued at \$100,000 or more as a list accessible through its website. This includes details of whom the contract was awarded, the contract price, and includes details as to confidentiality. Guidance on deciding if information can be maintained under a confidentiality provision can be found at website:  
[http://www.finance.gov.au/procurement/confidentiality\\_contractors\\_info.html](http://www.finance.gov.au/procurement/confidentiality_contractors_info.html)

1.9.3. Applicants should be in compliance with their obligations under the *Equal Opportunity for Women in the Workplace Act 1999* and not be proposing to enter into any subcontracting arrangements with a subcontractor named by the Equal Opportunity for Women in the Workplace Agency as an employer currently not complying with the Act. It is also Australian Government policy not to contract with parties engaging illegal workers.

1.9.4. The attention of Applicants is drawn to Division 2 of the *Archives Act 1983* (the Archives Act), particularly section 24 dealing with the disposal, destruction or transfer of Commonwealth records (as that term is defined in the Archives Act), which must be effected with the permission of the National Archives of Australia or in accordance with a practice or procedure approved by the National Archives of Australia. Applicants should obtain, and will be deemed to have obtained, their own advice on the impact of this legislation on their participation in this process.

## **1.10. GST**

1.10.1. All Applicants should be aware that under the GST Law, the Commonwealth is treated as a taxable enterprise. GST will be applied to goods and services supplied by a successful Applicant in respect of the performance of a contract.

## **1.11. Australian Business Number**

1.11.1. Your ABN should be stated in Part B.

## **1.12. Applicable Law**

1.12.1. The Law applying in the Australian Capital Territory applies to the MUL, and the Application process. Each Application must comply with all relevant laws in preparing and lodging its Application and taking part in the MUL process.

## **1.13. Ownership of Application**

1.13.1. All documents submitted in response to this MUL shall become the property of the Commonwealth. The Commonwealth may use, reproduce or modify any Application for the purposes of assessing the Application, but will keep Applications confidential (subject to clause 1.7).

## **1.14. Financial Viability**

1.14.1. Applicants should indicate in Part B, Clause 5 that their organisation is financially viable. Financially viable means an Applicant has not had any of the following

events occur in respect of it:

- a. A meeting of creditors being called or held;
- b. The appointment of a liquidator, provisional liquidator or administrator;
- c. The appointment of a controller (as defined in section 9 of the Corporations ACT), or analogous person appointed, including in respect of any of its property;
- d. A failure to comply with a statutory demand in respect of the payment of any debt;
- e. An inability to pay debts as they fall due or otherwise becoming insolvent;
- f. Becoming incapable of managing its own affairs for any reason;
- g. Taking any step resulting in insolvency under administration as defined in section 9 of the Corporations Act);
- h. Any action being commenced to bankrupt or wind-up its affairs; or
- i. Entering into a compromise or arrangement with, or assignment for the benefit of, any of its creditors, or any analogous event.

1.14.2. DEWHA may request an Applicant supply relevant financial statements to conduct evaluations of an Applicant's financial position. For this purpose, Applicant should be prepared to provide details of relevant financial data concerning the applicant.

#### **1.15. Costs**

1.15.1. Applicant's participation in any stage of the MUL process is at the Applicant's sole risk, cost and expense. The onus is on the Applicant to inform itself appropriately.

#### **1.16. Right to Terminate**

1.16.1. DEWHA may terminate this MUL process at any time if it is in the public interest to do so.

#### **1.17. Right to Request Further Information**

1.17.1. Notwithstanding any other requirement of the MUL, DEWHA may require the Applicant to submit additional information to allow further consideration of its Application.

1.17.2. Should the Applicant fail to submit any of the information required by the date and time stipulated by DEWHA, its Application may be excluded from further consideration.

1.17.3. Any request by DEWHA for further information shall not be, nor be deemed to be, a representation by DEWHA that the Application will be, or is likely to be, accepted.

#### **1.18. DEWHA Right to Negotiate**

1.18.1. DEWHA may negotiate the contents of an Application with any Applicant.

1.18.2. Any request by DEWHA to negotiate all or any part of an Application shall not be, nor be deemed to be, a representation by DEWHA that the Application will be, or is

likely to be, accepted.

**1.19. Addenda**

1.19.1. If DEWHA amends this MUL electronic advice will be issued to current suppliers listed on the MUL. The Applicant should ensure their application is correct and up to date.

**1.20. No Contract**

1.20.1. Nothing in this MUL shall be construed so as to give rise to any contract between DEWHA and any Applicant until a Contract is entered into with one of the successful Applicants.

**1.21. Removal from the MUL**

1.21.1. DEWHA may at any time after the establishment of the MUL exercise its discretion to remove an applicant from the MUL.

**2. Evaluation**

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**2.1. Evaluation Process**

2.1.1. Applications will be assessed on a pass / fail basis consistent with Commonwealth purchasing policies.

2.1.2. Applicants should complete Part B and submit the completed document as their Application. Applicants must provide the evidence required at a particular item or indicate compliance with the rules outlined in Part B in order to be successful in applying for membership of the MUL.

**2.2. Essential Requirements**

2.2.1. DEWHA will exclude an Application from further consideration if DEWHA considers that the Application does not comply with an essential requirement identified in the Statement of Requirement (Attachment A).

**2.3. Clarification and Additional Information**

2.3.1. DEWHA may seek clarification of Applications or require further information from all or any Applicants.

**2.4. Successful Applicants**

2.4.1. DEWHA will advise successful applicants that they have been included on the MUL in writing at the end of the evaluation process.

**2.5. Advice to Unsuccessful Applicants**

2.5.1. DEWHA will promptly notify each unsuccessful Applicant in writing that its Application has not been accepted/shortlisted and, where requested, provide unsuccessful Applicants with an explanation of the reasons for its decision.

## **2.6. Debrief**

- 2.6.1. All unsuccessful Applicants are entitled to a debrief. This debrief will provide feedback on the relative merits of their Application bid against the requirements outlined in Part B, but will not refer to any other Application and will not disclose the confidential information of any other Applicant.

## **3. Applications**

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### **3.1. Preparing Applications**

- 3.1.1. Applicants should respond to the MUL by completing Part B and addressing the matters identified.

### **3.2. Subcontracts**

- 3.2.1. The Draft Contract requires that the Applicant not subcontract the whole of its obligations under a Contract but the Applicant may, with the prior consent of DEWHA, subcontract part of its obligations.

### **3.3. Security Clearance**

- 3.3.1. Vetting and clearance requirements will depend upon the degree and level of physical and information access required to provide the Services.
- 3.3.2. Copies of documents relevant to any security clearance should be provided. If Applicants have no security clearance they will be required to undergo security clearance processes for themselves, their staff and any subcontractors. The costs of such clearance processes will be borne by the Applicant under the Contract.

### **3.4. General Conditions of the Draft Contract**

- 3.4.1. DEWHA expects the successful Applicant to provide the Services in accordance with the Contract. Applicants should complete the statement in Part B indicating their acceptance of the terms and conditions of the Draft Contract.
- 3.4.2. DEWHA reserves the right to negotiate the terms and conditions of the Draft Contract with any or all of the Applicants. If DEWHA and an Applicant cannot agree on the terms and conditions to be applied to the Contracts created under this MUL, DEWHA reserves the right to exclude the Applicant from the final MUL.

### **3.5. Insurance**

- 3.5.1. The successful Applicant must, at its own expense, take out, provide and maintain during the Term of any Contract entered into with DEWHA, the insurances specified in the Draft Contract.
- 3.5.2. If requested, the Applicant must provide DEWHA with a copy of a certificate of currency or any other proof of insurance which is acceptable to DEWHA. The Applicant's insurance policy details or compliance with this requirement must be provided in Part B.

See Draft Contract (attachment C)