



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

***MULTI USE LIST FOR THE PROVISION OF HUMAN RESOURCE
MANAGEMENT SERVICES***

REFERENCE NUMBER: 076/0607DEWHA

PART A – APPLICATION INFORMATION

Date: April 2009

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IMPORTANT INFORMATION FOR APPLICANTS

1. Overview of Requirement

- 1.1. The 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, water and heritage and to promote Australian arts and culture.
- 1.2. More information on DEWHA can be found on the department's website: **www.environment.gov.au**.
- 1.3. This MUL is a part of the provision of human resource management services for staff located around Australia including:
 - a) code of conduct;
 - b) performance management; and
 - c) occupational health and safety workstation assessment services.
- 1.4. Further information regarding the required services are outlined at Attachment A below.
- 1.5. The MUL is likely to be operational for two years with an end date in February 2011.

2. Information for Applicants

- 2.1. The MUL process aims to identify suppliers who can provide the Services outlined at Attachment A.

How the MUL Works

- 2.2. Once the MUL is established DEWHA may release quote or tender documents for specific scopes of work to those Applicants who become members of the MUL. A more detailed description of the Services that may be required is at Attachment A – Statement of Requirement.
- 2.3. DEWHA may approach the MUL for a number of scopes of work at the same time.
- 2.4. DEWHA may approach a select number of MUL members where such an approach is commensurate with the value of the contract to be entered into. DEWHA may also approach one member of the MUL for a specific requirement.

Applicants to Read Application Information Before Applying for MUL Membership

- 2.5. 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- Application Form)
- 2.6. Applications can be submitted any time up until 5.00 pm (ACT Local Time) on Monday, 28 February 2011.

3. Applications

- 3.1. Applicants should respond to this MUL by completing Part B- Application Form and providing a response to each of the matters identified.
- 3.2. Applications should be marked with the MUL Reference Number and title found on the first page of this document.
- 3.3. Applications are to be forwarded to DEWHA for receipt as follows:
 - a. Applicants are to provide their applications electronically to the email address below.
 - b. The electronic application must be compatible with the Microsoft Office 2003 suite of products or be in PDF file format and certified virus free.
 - c. Email address for Applicants:
performancehelpdesk@environment.gov.au.

4. DEWHA Contacts

- 4.1. All enquiries about this MUL should be directed in writing to:

Contact Name: [Karen Garrety](#)

Contact Title: [Performance Adviser](#)

Email: performancehelpdesk@environment.gov.au

ATTACHMENT A STATEMENT OF REQUIREMENT

Overview

- 1.1. The Department requires human resource management services for staff located around Australia including code of conduct, performance management and occupational health and safety (OH&S) workstation assessment services.
- 1.2. As at December 2008, the Department had 3,103 staff. The location and numbers of staff in each location is outlined in the table below.
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STAFF NUMBERS at November 2008

STATE	LOCATION OF OFFICE	CURRENT STAFF
Australian Capital Territory	Central Office (several locations)	2,091
	Australian National Botanic Gardens	61
New South Wales	Sydney Harbour Federation Trust	66
	Norfolk Island National Park	3
Northern Territory	Parks Australia North (located Darwin)	12
	Kakadu National Park	159
	Supervising Scientist (located Darwin)	61
	Uluru-Kata Tjuta National Park	55
Other	Christmas Island National Park	26
	Pulu-Keeling National Park	1
Other ACT	Booderee National Park, Jervis Bay	31
Tasmania	Temperate Marine Conservation	39
	Australian Antarctic Division (AAD), Kingston, Tasmania (Note that AAD currently have separate support arrangements for the Services)	498
Total Staff		3,103

- 1.3. The number of staff provided in the table is indicative only and may increase due to changes in policy direction and any associated funding levels.
- 1.4. The three mainland National Parks are jointly managed with their Aboriginal Traditional Owners, and a large proportion of staff in these Parks are Indigenous employees.

2. Services to Be Performed

2.1. Code of Conduct Services

2.2. Applicants accepted onto the MUL for Code of Conduct Services may be asked to deliver services in accordance with the Public Service Act 1999, the Public Service Regulations 1999, the Public Service Commissioner's Directions 1999, the Department of the Environment, Water, Heritage and the Arts (previously the Department of the Environment and Heritage) Collective Agreement (2006-2009), and relevant departmental policies and guidelines.

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

- a. undertake independent investigations into allegations of breaches of the APS Code of Conduct by employees as required;
- b. conduct independent reviews of action as required; and
- c. at the conclusion of the investigation or review, submit a report of findings to the People Management Branch of the Department. The report is to contain recommendations as to appropriate action, and draft letters to put such recommendations into effect.

2.4. The Department of the Environment, Water, Heritage and the Arts (previously the Department of the Environment and Heritage) Collective Agreement (2006-2009) is available at:
<http://www.environment.gov.au/about/publications/ca/index.html>.

2.5. The Department's Collective Agreement is currently being renegotiated and is anticipated to be lodged in August 2009.

2.6. Applicants may be required to provide other assistance related to conduct issues in the Department as required.

2.7. Performance Management Services

2.8. Applicants accepted onto the MUL for Performance Management Services are required, in negotiation with relevant managers in the Department, to provide advice and assistance to staff and managers in relation to performance management issues.

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

- a. performing the role of "Assessor" in a formal unsatisfactory performance process as described in the current Department of the Environment, Water, Heritage and the Arts (previously the Department of the Environment and Heritage) Collective

Agreement 2006-2009 and current Departmental Workplace Agreement (AWAs) Employment Conditions and Guidelines. At the conclusion of the assessment period, submit a report of findings to the People Management Branch. The report is to contain recommendations as to appropriate action, and draft letters to put such recommendations into effect. The report and draft letters are to be made available to the Department in both hard and electronic format;

- b. undertaking mediation services where required;
- c. undertaking in consultation with management and employees the development of individual performance improvement plans;
- d. conducting training sessions for employees related to the Department's Performance Development Scheme (PDS) and other aspects of performance such as equity and diversity and bullying and harassment awareness; and
- e. facilitating business planning sessions for various levels/functional groups of the Department and producing business plans as required.

2.10. **OH&S Workstation Assessment Services**

2.11. Applicants accepted onto the MUL for OH&S Workstation Services are required to undertake ergonomic workstation assessments for staff based in the Department's Canberra based offices.

2.12. Applicants will be required to deliver services in accordance with the Occupational Health and Safety (Commonwealth Employment) Act 1991, the Occupational Health and Safety (Commonwealth Employment) Regulations 1991 and the Departmental OH&S Policy and Agreement, and other relevant Departmental policies and guidelines.

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

- a. undertake assessments of individual workstations including (where appropriate) the work environment and tasks performed by Departmental staff based in the John Gorton Building, the Fyshwick and Queanbeyan warehouses, the Australian National Botanic Gardens, any other work location nominated by the Department in the ACT, and approved home based work;
- b. where requested, undertake assessments of groups of workstations in work areas set out above;

- c. develop reports including, but not limited to:
 - A. a description and explanation of problem areas, an evaluation of any identified symptoms and their relationship to the officer's duties, and identification of any other relevant issues or risks to the health and wellbeing of the officer.
 - B. a summary of findings and recommendations as to corrective actions, including workplace adjustments and equipment required, and outcomes of discussions with the employee(s).
- d. provide general advice to staff as to a more functional and OH&S compliant workstation set up.

3. General Requirements

3.1. Provider Attributes

- 3.2. Applicants accepted onto the MUL for any of the Services categories identified in Clause 3 are required to:
 - a. ensure a high level of professionalism, qualification and experience in their staff (including staff providing any service that is sub-contracted); and
 - b. ensure their staff comply with all Departmental occupational health and safety requirements while on Departmental premises.

3.3. Performance and Best Practice

- 3.4. Applicants accepted onto the MUL performing any of the Services identified in Clause 3 are required to measure performance against meaningful and measurable performance measures and indicators, identifying quantifiable "outcomes".
- 3.5. Applicants accepted onto the MUL are required to apply best practice and industry accepted benchmarks for the Services including the use of case management planning and development. Applicants are also expected to keep the Department up to date with industry best practice and trends.

4. Additional Services

4.1. Additional Services for Department

- 4.2. When required by the Department those individuals and organisations who are successful in being accepted onto the MUL may be asked to quote for and provide additional services. These additional services will either fall within the existing scope of

Services outlined in this Statement of Requirement or be closely related to the Services outlined.

4.3. **Additional Services for Other Departments and Agencies**

4.4. Other Australian Government departments or agencies are permitted to utilise the MUL for human resource management services. The Services provided to other departments or agencies will either fall within the existing scope of Services outlined in this Statement of Requirement or be closely related to the Services outlined.

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1. Rules

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.
- i. **Essential Requirements** are those requirements identified in Section B – Statement of Requirement that the Department deems as essential in the provision of the Services.
- j. **Services** mean the services sought by this RFT described in Section B – Statement of Requirement.

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 online tendering system for Australian Government Agencies. AusTender allows Applicants to access MUL 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- Application Form 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 MUL. 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. to its advisers or employees solely in order to evaluate or otherwise assess the Tender;
 - b. to its internal management personnel for purposes related to the MUL application process;
 - c. to the Department's responsible Minister;
 - d. in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia;
 - e. within the Department, or with another agency, where this serves the legitimate interests of the Commonwealth;
 - f. where the information is authorised or required by law to be disclosed;
 - g. where the information is in the public domain otherwise than by the Department's disclosure; or
 - h. to other agencies seeking to procure similar services.

1.8. **Australian National Audit Office**

- 1.8.1. The attention of Applicants is drawn to the Auditor-General Act 1997 (Cth), which provides the Auditor-General or an authorised person with a right to have, at all reasonable times, access to information, documents and records.
- 1.8.2. In addition to the Auditor-General's statutory power and in recognition of the need for the Auditor-General's functions to be conducted in an efficient and co-operative manner, if the Applicant is chosen to enter into a Contract, the Applicant may be required to provide the Auditor-General, access to the Applicant's premises, in respect of any inquiry into or concerning the Services and to otherwise facilitate monitoring of compliance with the Contract. Such access will apply for the Term of the Contract and for a period of seven years from the date of expiration or termination of the Contract.
- 1.8.3. 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.

1.9. **Freedom of Information**

- 1.9.1. Applicants should be aware that the *Freedom of Information Act 1982* (Cth) which 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.
- 1.9.2. The attention of Applicants is drawn to the Freedom of Information Act 1982 (Cth) (the FOI Act) which gives members of the public right of access to documents in the possession of the Department.
- 1.9.3. The FOI Act extends as far as possible the right of the community to access documents in the possession of the Department, limited only by exceptions and exemptions necessary for the protection of essential public interests and the private and business affairs of persons in respect of whom documents are held by departments and public authorities.
- 1.9.4. Applicants should obtain, and will be deemed to have obtained, their own advice on the impact of this and all other relevant legislation on their participation in this MUL process.

1.10. **Compliance with Commonwealth Policies and Legislation**

- 1.10.1. The Department has obligations under the Occupational Health and Safety Act 1991 (Cth) (OHS Act) in relation to the maintenance of a safe workplace and safe systems of work. The Department acts in strict compliance with its obligations. Applicants should be aware that the Contract to result from this MUL process will oblige the MUL Members to comply with all relevant OHS Act requirements and with any Departmental specific obligations relating to OHS.
- 1.10.2. In accordance with the Australian Government's "Guidance on Procurement Publishing Obligations", the Department must:
- a. report all Commonwealth contracts with an estimated contract value of \$10,000 or more (including GST, where applicable) within six weeks of entering into the contract or deed; and
 - b. place lists of any contracts that have been entered into in the previous 12 months and that have a value of \$100,000 or more, identifying any confidentiality requirements in accordance with the Senate Order on Department and Agency Contracts. 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

- 1.10.3. 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.
- 1.10.4. Applicants are advised that it is Australian Government policy to ensure that there is no loss of privacy protection when an Australian Government body contracts for the delivery of services. Hence, Applicants will need to agree in the Contract to comply with the Privacy Act 1988 (Cth), including the Information Privacy Principles. Applicants should obtain, and will be deemed to have obtained, their own advice on the impact of the Privacy Act 1988 (Cth) on their participation in the MUL process.
- 1.10.5. 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.
- 1.10.6. Applicant's attention is drawn to the obligations under Part 4 of the Charter of United Nations Act 1945 (Cth) and the Charter of the United Nations (Terrorism and Dealing with Assets) Regulations 2002. These laws require any person who holds assets or funds belonging to a person or organisation on the list of persons and entities designated as terrorists to immediately freeze those assets. It is an offence to make any funds or assets available to a person or organisation on the list. The list and more information are available at:
http://www.dfat.gov.au/icat/unsc_financial_sanctions.html The Department will not enter into a Contract with a person or organisation on the list.
- 1.10.7. Applicants must comply with any obligations applicable to them contained in the Anti-Money Laundering and Counter Terrorism Financial Act 2006 (Cth).

1.10.8. Applicants should be aware that if they are selected for the MUL, they will be required to comply with the security requirements set out in the Commonwealth of Australia Protective Security Manual 2005 ('PSM') and the Department's security procedures as updated from time to time. Information on the PSM is available from the Attorney-General's website at www.ag.gov.au.

1.11. **Conflict of Interest**

1.11.1. Where an Applicant identifies that a conflict of interest exists or might arise in the provision of the Services, the Applicant must identify that actual or potential conflict of interest in Part B – Application Form. A conflict of interest may exist, for example, if:

- a. the Applicant or any of its personnel have a relationship (whether professional, commercial or personal) with a party who is able to influence the MUL process (such as Departmental personnel); or
- b. the Applicant has a relationship with an organisation which would affect the performance of the contract, would bring disrepute to, or embarrass the Department.

1.11.2. If at any time through the MUL process or a subsequent procurement process an actual or potential conflict of interest arises or may arise for any Applicant, that Applicant should immediately notify the Department in writing.

1.11.3. If a conflict of interest is identified the Department may:

- a. exclude the Applicant from further consideration;
- b. enter into discussions to seek to resolve such conflict of interest; or
- c. take any other action it considers appropriate.

1.12. **Applicant Conduct**

1.13. The attention of Applicants is drawn to Section 137 of the *Criminal Code Act* and Applicants are advised that giving false or misleading information is an offence.

1.14. Applicants must not make false or misleading statements in their Applications.

1.15. **GST**

1.15.1. 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.

1.16. **Australian Business Number**

1.16.1. Your ABN should be stated in Part B- Application Form.

1.17. **Applicable Law**

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

1.18. **Ownership of Application**

1.18.1. 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).

1.19. **Financial Viability**

1.19.1. Applicants should indicate in Part B- Application Form, Clause 2 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.

- 1.19.2. DEWHA may request an Applicant supply relevant financial statements to conduct evaluations of an Applicants financial position. For this purpose, Applicants should be prepared to provide details of relevant financial data concerning the applicant.
- 1.20. **Costs**
- 1.20.1. 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.
- 1.21. **Right to Terminate**
- 1.21.1. DEWHA may terminate this MUL process at any time if it is in the public interest to do so.
- 1.22. **Right to Request Further Information**
- 1.22.1. Notwithstanding any other requirement of the MUL, DEWHA may require the Applicant to submit additional information to allow further consideration of its Application.
- 1.22.2. 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.
- 1.22.3. 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.
- 1.23. **DEWHA Right to Negotiate**
- 1.23.1. DEWHA may negotiate the contents of an Application with any Applicant.
- 1.23.2. 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.
- 1.24. **Addenda**
- 1.24.1. 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.

1.25. **No Contract or Undertaking**

1.25.1. Nothing in this MUL will be construed to create any binding contract (express or implied) between the Department and any Applicant until a formal written agreement, if any, is entered into by the parties. Any conduct or statement whether prior to or subsequent to the issue of this MUL is not, and this MUL is not, and will not be deemed to be:

- a. an offer to contract or
- b. a binding undertaking of any kind by the Department (including, without limitation, an undertaking that could give rise to any promissory estoppel, quantum meruit or on any other contractual, quasi contractual or restitutionary grounds or any rights with a similar legal or equitable basis whatsoever).

1.26. **No Departmental Liability**

1.27. Participation in any stage of this MUL process, or in relation to any matter concerning this MUL will be at each Applicant's sole risk, cost and expense. The Department will not be responsible in any circumstance for any costs or expenses incurred by any Applicant in preparing or lodging a Application or Tender in taking part in the MUL.

1.28. Neither the Department nor its officers, employees or advisers will be liable to any Applicant on the basis of any promissory estoppel, quantum meruit or on any other contractual, quasi contractual or restitutionary grounds or any rights with a similar legal or equitable basis whatsoever or in negligence as a consequence of any matter or thing relating or incidental to a Applicant's participation in this MUL process.

1.29. **Removal from the MUL**

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

2. Evaluation

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- Application Form and submit the completed document as their Application. Applicants must provide the evidence required at a particular item or indicate compliance with the MUL rules outlined in Part B in order to be successful in applying for membership of the MUL.
- 2.2. **Conditions for Participation**
- 2.3. Conditions for Participation are mandatory criteria that Applicants must satisfy in order to be admitted to the evaluation process for this Request for Application for inclusion on a MUL.
- 2.4. The Department will exclude an Applicant from further consideration if the Department considers that the Applicant does not comply with any or all of the conditions specified in Part A, Section A.
- 2.5. **Essential Requirements**
- 2.5.1. 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).
- 2.6. **Clarification and Additional Information**
- 2.6.1. DEWHA may seek clarification of Applications or require further information from all or any Applicants.
- 2.7. **Successful Applicants**
- 2.7.1. DEWHA will advise successful applicants that they have been included on the MUL in writing at the end of the evaluation process.
- 2.8. **Advice to Unsuccessful Applicants**
- 2.8.1. DEWHA will promptly notify each unsuccessful Applicant in writing that its Application has not been accepted and, where requested, provide unsuccessful Applicants with a debrief explaining the reasons for its decision.
- 2.9. **Debrief**
- 2.9.1. 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- Application Form, but will not refer to any other Application and will not disclose the information of any other Applicant.

3. Applications

3.1. Preparing Applications

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

3.2. General Conditions of the Draft Contract

- 3.2.1. DEWHA expects the successful Applicant to provide the Services in accordance with the draft Contract terms and conditions. Applicants should complete the statement in Part B- Application Form indicating their level of compliance with the terms and conditions of the Draft Contract.
- 3.2.2. 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.

3.3. Insurance

- 3.3.1. 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.
- 3.3.2. 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- Application Form.

ATTACHMENT C DRAFT CONTRACT

(Refer to the attached Draft Contract)