****

|  |
| --- |
| **REQUEST FOR TENDER**  RFT Number: 2000011295  Request for tender for Species Expert Assessment Plans (SEAPs) Project |
| Commonwealth of Australia as represented by the Department of Agriculture, Water and the Environment  ABN 34 190 894 983 (**Department**) |

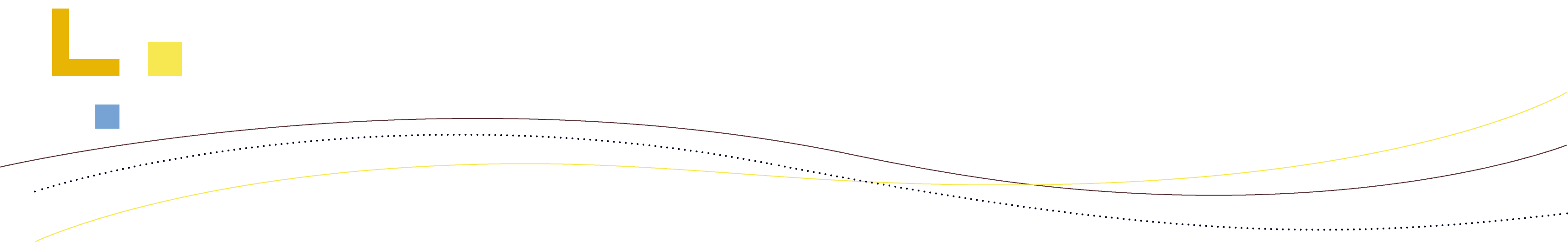
******

Table of Contents

Table of Contents ii

Request for Tender 1

1. Introduction 3

2. Obtaining RFT documentation 8

3. Lodging Tenders 9

4. Additional information and variations to the RFT documentation 12

5. Correcting, altering and clarifying Tenders 14

6. Information management 14

7. Matters concerning Tender response 16

8. General matters 26

9. Evaluation of Tenders 27

10. Other Matters 32

11. Application of law and Commonwealth policy 32

Schedule 1 – Statement of Requirement 40

Schedule 2 – Tender Response Forms 52

Attachment 1: Tenderer’s Details 53

Attachment 2: Tenderer’s Deed 55

Attachment 3: Services Delivery 63

Attachment 4: Tenderer's Experience 64

Attachment 5: Tenderer’s Management Capability and Key Personnel 65

Attachment 6: Price Schedule 66

Attachment 7: Financial Viability Questionnaire 70

Attachment 8: Statement of Compliance with Draft Agreement 71

Attachment 9: Confidential Information 73

Attachment 10: Commonwealth Policy Requirements 74

Schedule 3 – Draft Agreement 76

Request for Tender

**Spending Proposal Number: 2000011295**

|  |  |
| --- | --- |
| **RFT DETAILS** | |
| **RFT Description** | Request for Tender for Species Expert Assessment Plans (SEAPs) Project |
| **Release Date** | Tuesday 20 April 2021 |
| **Closing Time** | **10:00am Canberra time on Monday 17 May 2021** |
| **Offer Period** | Tenders will remain open for acceptance by the Department for a period of 6 months after the Closing Time |
| **Deadline for Submission of Tenderer Questions** | 2:00pm Canberra time on Friday 7 May 2021 |
| **Contact Officer** | **Phone: 02 6275 9600**  **ExpertAssessmentPlans@environment.gov.au** |
| **Lodgement of Tenders** | Via the Australian Government Tender System, AusTender, at <https://www.tenders.gov.au>. |

Tenderer's Checklist

Prior to submitting a Tender response, Tenderers should ensure that they have complied with the following requirements:

|  |  |  |  |
| --- | --- | --- | --- |
| **Item** | **Requirement** | **Paragraph / Attachment** |  |
|  | The requirements for lodging a Tender via AusTender ([www.tenders.gov.au](http://www.tenders.gov.au)) | Paragraph 3 |  |
|  | Completing the Tenderer's Details | Paragraph 7.1(a) & Attachment 1 in Schedule 2 |  |
|  | Completing the Tenderer’s Deed | Paragraph 7.1(b) and Attachment 2 in Schedule 2. |  |
|  | Address each of the evaluation criteria specified in the table in paragraph 7.1(c) by completing the Tender Response Forms | Paragraph 7.1(c) & Schedule 2 |  |
|  | Comply with the Minimum Content and Format Requirements including: | Paragraph 9.3 |  |
| (a) The Tender must be written in English | Paragraph 8.1(a) and paragraph 9.3 |  |
| (b) All measurements including price must be expressed in Australian legal units of measurement | Paragraph 8.1(b) and paragraph 9.3 |  |
| (c) The Tender must include a completed and signed Tenderer’s Deed substantially in the form provided of Attachment 2: Tenderer’s Deed in Schedule 2. | Paragraph 7.1(b) and paragraph 9.3 |  |
| (d) The Tender must include a completed Price Schedule substantially in the form provided at Attachment 6 Price Schedule in Schedule 2. | Paragraph 9.3 and Attachment 6 in Schedule 2 |  |

1. Introduction
   1. Invitation to Tender
      1. The Department of Agriculture, Water and the Environment (the Department) invites Tenders for the provision of services to deliver Species Expert Assessment Plans (SEAPs) in accordance with this Request for Tender (**RFT**).   
         Key requirements include:
         1. Assessment of identified groups of species and/or ecological communities against *Environment Protection and Biodiversity Conservation Act 1999* (EPBC Act) criteria for threatened listing status.
         2. Delivery of conservation advices and listing assessments developed using International Union for Conservation of Nature (IUCN) guidelines for species and Departmental guidelines for ecological communities (ECs), and Departmental conservation advice templates provided to meet EPBC Act requirements for review by the Threatened Species Scientific Committee (TSSC) and the provision of listing advice to the Minister for the Environment.
   2. Overview of requirements
      1. Context
         1. The EPBC Act is the Australian Government’s principle piece of environment legislation, and protects Australia’s native species and ecological communities by providing for:

* Identification and listing of species and ecological communities as threatened
* Development of conservation advice and recovery plans for listed species and ecological communities
* Recognition of key threatening processes
* Where appropriate, reducing the impacts of key threatening processes through threat abatement plans.
  + - 1. The TSSC plays a critical role in the Australian Government’s protection of native species and ecological communities, and management of key threatening processes, by providing independent scientific advice to the Minister for the Environment. The TSSC was established under the EPBC Act, and their functions include advising the Minister in relation to:
* the amendment and updating of lists for threatened species, threatened ecological communities and key threatening processes
* making and adopting of recovery plans and threat abatement plans
* approving conservation advices
* other matters relating to the conservation of threatened native flora and fauna at the Minister’s request.
  + 1. Background to this Request for Tender
       1. The devastating bushfires that burnt more than 7.7 million hectares across southern and eastern Australia in 2019-20 severely impacted native wildlife and habitat. This created an urgent need for hundreds of species and ECs to be assessed against EPBC Act criteria for threatened listing status, so that:
* The recovery and future resilience of fire-affected species and ecological communities is supported by statutory protection commensurate with their post-fire status, and
* EPBC Act lists are as current and accurate as possible, helping with environmental resilience and preparedness for future fire events.
  + - 1. As part of the Australian Government’s bushfire response the Department is going to market to engage Service Providers to deliver a number of SEAPs on groups of fire-affected and non-fire affected species or ECs. This will enable hundreds of species and ECs to be assessed against EPBC Act criteria for threatened listing status in a short time period, to improve the currency of EPBC Act lists as quickly as possible.
      2. Successful Service Providers are required to deliver high quality listing assessments and conservation advices that meet EPBC Act requirements for review by the TSSC and advice to the Minister for the Environment for all species and ECs identified during the project as warranting listing changes.
      3. SEAP groups are based on a taxonomic grouping or geographic region. There are nine groups as part of this tender. The groups are:
* Plants Group 1: Non NSW endemics and species across states (Attachment A);
* Plants Group 2: NSW endemics north (Attachment B);
* Plants Group 3: NSW endemics south (Attachment C);
* Lizards and snakes (Attachment D);
* Freshwater fish (Attachment E);
* Freshwater turtles (Attachment F);
* Frogs (Attachment G);
* Terrestrial mammals (Attachment H); and
* Rainforests and wet forests of south-east Australia (Attachment I).
  + - 1. Tenderers may bid for one or more of the groups (with individual bids for each group) and each Successful Tenderer will be separately contracted to the Department.
    1. Summary of Services
       1. For species and EC SEAPs, the delivery of the Project will be divided into three stages:
          1. **Stage One - Preliminary assessment, agreement of Listing Assessment Sequencing Plan and delivery of pilot conservation advices:** A preliminary assessment of all species in the Initial Species List (pending changes agreed in consultation with the Department) to determine indicative listing outcomes, and prioritise assessments into tranches based on the prioritisation principles provided. Listing Assessment Sequencing Plan to be agreed in consultation with Department, the TSSC, and other stakeholders.

Three pilot conservation advices and listing assessments to be developed as part of Stage One of the species SEAPs to enable iterative development in consultation with the Department and the TSSC to ensure the Service Provider is well placed to deliver a full suite of conservation advices and listing assessments that meet EPBC Act listing requirements.

For the ECs SEAP based on the IBRA regions classify rainforests and wet forests of SE Australia into discrete ecological communities, provide indicative listing outcomes and draft a Listing Assessment Sequencing Plan.

* + - * 1. **Stage Two - Development of listing assessments and conservation advices in agreed tranches**: Using the provided conservation advice template and guidance, Service Provider(s) to complete EPBC Act / Common Assessment Method (CAM) compliant conservation advices with included listing assessments for species in tranches as agreed in the final Listing Assessment Sequencing Plan. Any fieldwork likely required at this step should be identified in the tender response.

For theECs SEAP Service Provider(s) to plan and conduct a workshop or workshops to refine the description and assessment for each candidate EC, and draft EC listing assessments and conservation advices for provision to the TSSC.  
  
Service Provider to iteratively amend conservation advices for all SEAPs based on feedback provided. Data to be provided to the Department as outlined in the Statement of Requirements.

* + - * 1. **Stage Three - Project finalisation:** Deliver final report to the Department for publication on the Department's website and ensure all data has been stored, shared and provided according to Data Requirements outlined in the Statement of Requirements.
      1. The requirement for the Services is set out in Statement of Requirement at **Schedule 1** of this RFT.
  1. Timeframe
     1. The Agreement for the Services is expected to commence in June 2021 and conclude in June 2022.
     2. The following are indicative dates for the procurement:

|  |  |
| --- | --- |
| **Activity** | **Indicative Date** |
| **Contracting** | |
| Negotiate and sign Agreement | June 2021 |
| Inception meeting to finalise initial species / IBRA region lists, pilot preliminary assessments, species for 3 pilot conservation advices. | June 2021 |
| **Stage One – Preliminary Assessment, agreement of Listing Assessment Sequencing Plan and delivery of pilot conservation advices** | |
| Indigenous Engagement Plan submitted | June – August 2021 |
| Species SEAPs: based on species lists provide indicative listing outcomes and draft a Listing Assessment Sequencing Plan. Complete pilot conservation advices for review. | June – September 2021 |
| ECs SEAP: based on the IBRA regions classify rainforests and wet forests of SE Australia into discrete ecological communities, provide indicative listing outcomes and draft a Listing Assessment Sequencing Plan | June – November 2021 |
| Species SEAPs: conduct a workshop to agree to the final Listing Assessment Sequencing Plan | By September 2021 |
| ECs SEAP: agree with the Department on the EC Listing Assessment Sequencing Plan | By November 2021 |
| **Stage Two – Development of Listing assessments and conservation advices in agreed tranches** | |
| Species SEAPs: high quality species listing assessments and conservation advices provided to the Department in agreed tranches | September 2021 – June 2022 |
| ECs SEAP: plan and conduct a workshop or workshops to refine the description and assessment for each candidate EC | December 2021 – June 2022 |
| ECs SEAP: draft high quality EC listing assessments and conservation advices for provision to the TSSC | December 2021 – June 2022 |
| **Stage Three – Project Finalisation** | |
| Ensure all data requirements have been met, and a final report provided to the Department | June 2022 |

* + 1. Any resultant Agreement may require the supply of the Services to the Department’s portfolio agencies, being:
       1. Australian Fisheries Management Authority
       2. Bureau of Meteorology
       3. Great Barrier Reef Marine Park Authority
       4. Australian Pesticides and Veterinary Medicines Authority (APVMA)
       5. Cotton Research and Development Corporation
       6. Director of National Parks
       7. Fisheries Research and Development Corporation
       8. Grains Research and Development Corporation
       9. Murray-Darling Basin Authority
       10. Regional Investment Corporation
       11. Rural Industries Research and Development Corporation
       12. Sydney Harbour Federation Trust
       13. Wine Australia
    2. Any resultant Agreement may require the supply of the Services to other Commonwealth departments and agencies.
  1. Key terms
     1. In this RFT, capitalised terms have the following meanings:

|  |  |
| --- | --- |
| **Agreement** | The draft Agreement set out in Schedule 3. |
| **Closing Time** | **10:00am Canberra time on Monday 17 May 2021** |
| **Conditions for Participation** | the conditions for participation (if any) set out in paragraph 0. |
| **Contact Officer** | **Phone: 02 6275 9600 ExpertAssessmentPlans@environment.gov.au** |
| **Deadline for Submission of Tenderers’ Questions** | 2:00pm Canberra time on Friday 7 May 2021 |
| **Department** | the Commonwealth of Australia as represented by the Department of Agriculture, Water and the Environment. |
| **Essential Requirements** | the essential requirements referred to in paragraph 9.5(a). |
| **Illegal Worker** | a person who:   1. has unlawfully entered and remains in Australia; 2. has lawfully entered Australia, but remains in Australia after his or her visa has expired; or 3. is working in breach of his or her visa conditions. |
| **Minimum Content and Format Requirements** | the minimum content and format requirements (if any) set out in paragraph 9.3(a). |
| **Offer Period** | 6 monthsafter the Closing Time. |
| **Statement of Requirement** | the document set out in Schedule 2. |
| **Services** | the services set out in the Schedule 1: Statement of Requirement. |
| **Service Provider** | Any successful tenderer contracted to the Department to provide the services |
| **Tender** | any tender submitted in response to this RFT. |
| **Tender Response Forms** | the Tender Response Forms set out in Schedule 2. |
| **Tenderer** | any person or entity which submits a Tender or, where the context requires, is proposing to submit a Tender. |
| **WHS Laws** | any and all applicable work health and safety, dangerous goods, electricity safety or environmental protection related legislation including the *Work Health and Safety Act 2011* (Cth) or equivalent State or Territory Laws, together with associated regulations, that are relevant to the Services and the safe manner in which they would be provided or supplied. |

* 1. Form of Agreement and definitions
     1. The Department proposes to enter into an arrangement with the successful Tenderer substantially in the form of the Draft Agreement.
     2. Unless defined differently in paragraph 1.4, terms defined in the Draft Agreement have the same meaning when used in this RFT.
  2. Interpretation and precedence

If any part of this RFT conflicts with another part, the part higher in the following list will take precedence:

* + 1. paragraphs 1 to 11 inclusive of this RFT (RFT Details);
    2. Schedule 3 (Draft Agreement);
    3. Schedule 1 (Statement of Requirement).

1. Obtaining RFT documentation
   1. AusTender, the Australian Government Tender system
      1. AusTender is the Australian Government's procurement information system. Access to and use of AusTender is subject to terms and conditions. In participating in this RFT process, Tenderers must comply with those terms and conditions and any applicable instructions, processes, procedures and recommendations as advised on AusTender at [https://www.tenders.gov.au](https://www.tenders.gov.au/).
      2. All queries and requests for technical or operational support should be directed to:

AusTender Help Desk  
Telephone: 1300 651 698  
Email: Tenders@finance.gov.au

* + 1. The AusTender Help Desk is available between 9am and 5pm, Monday to Friday (excluding ACT and national public holidays).
  1. Industry briefing
     1. There is no industry briefing for this Tender.

1. Lodging Tenders
   1. Selling to the Australian Government
      1. Non-corporate Commonwealth entities, such as this Department, must follow some specific rules to ensure the process is open, honest and fair and provides value for money.
      2. An understanding of the buying behaviour of the Australian Government, the rules it must follow, and the responsibilities it has during each stage of the buying process may assist you in targeting your tender.
      3. For additional guidance, please refer to the Department of Finance website, [Selling to the Australian Government](https://sellingtogov.finance.gov.au/).
   2. Electronic lodgement
      1. Tenders must be lodged electronically via the Australian Government Tender System, AusTender, at [https://www.tenders.gov.au](https://www.tenders.gov.au/) before the Closing Time and in accordance with the Tender lodgement procedures set out in this paragraph 3.1(a) and on AusTender.
      2. Where there is any inconsistency between the Tender lodgement procedures set out on AusTender and those set out in this RFT, this RFT will prevail.
      3. Tenders lodged by any other means, including by hand, facsimile or email, will not be considered.
   3. Tender closing time and date
      1. Tenders must be lodged before the Closing Time.
      2. The time displayed on AusTender is deemed to be the correct time and will be the means by which the Department will determine whether a Tender has been lodged by the Closing Time.
      3. The judgement of the Department as to the time a Tender has been lodged will be final.
      4. The Department may extend the Closing Time and will issue an addendum notifying any decision to extend.
      5. It is the responsibility of Tenderers to ensure that their infrastructure including operating system and browser revision levels meet the minimum standards as defined on AusTender. Neither the Department nor the Commonwealth take any responsibility for any problems arising from Tenderers’ infrastructure and/or internet connectivity.
   4. Preparing to lodge a Tender
      1. In submitting their Tenders electronically, Tenderers warrant that they have taken reasonable steps to ensure that Tender response files are free of viruses, worms or other disabling features which may affect the AusTender and/or the Department computing environment. Tenders found to contain viruses, worms or other disabling features may be excluded from the evaluation process.
      2. Tenderers must lodge their Tender in accordance with the requirements set out in this paragraph 3.4 for file format/s, naming conventions and file sizes. Failure to comply with any or all of these requirements may result in the Tender not uploading successfully and/or may eliminate the Tender from consideration.
      3. The Department will accept Tenders lodged in Microsoft Word 2000 (or above), Microsoft Excel 2013 (or above) or PDF format.
      4. The Tender file name/s:
         1. should incorporate the Tenderer’s company name;
         2. should reflect the various parts of the Tender they represent, where the Tender comprises multiple files;
         3. must not contain \ / : \* ? " < > | & characters; and
         4. must not exceed 100 characters.
      5. Tender files:
         1. should not exceed a combined file size of 5 megabytes per upload;
         2. should be uploaded from a high level directory on a Tenderer’s desktop, so as not to impede the upload process; and
         3. should be zipped (compressed) together for transmission to AusTender.
      6. AusTender will accept up to a maximum of five files in any one upload of a Tender. Each upload should not exceed the combined file size limit of 5 megabytes. If an upload would otherwise exceed 5 megabytes, Tenderers should either:
         1. transmit the Tender files as a compressed (zip) file not exceeding 5 megabytes; and/or
         2. lodge the Tender in multiple uploads ensuring that each upload does not exceed 5 megabytes and clearly identify each upload as part of the Tender.
      7. If a Tender consists of multiple uploads, due to the number of files or file size, Tenderers should ensure that transmission of all files is completed before the Closing Time.
      8. Tenders must be completely self-contained. No hyperlinked or other material may be incorporated by reference.
   5. Scanned or imaged material, including Statutory Declarations
      1. Scanned images of signed and/or initialled pages within the Tender, including Statutory Declarations and Deeds of Confidentiality, where they are required, are permitted so long as the total file size does not exceed the 5 megabyte limit. The use of scanned or imaged material, where it expands the Tender file size beyond the 5 megabyte limit per upload, is prohibited. Such material may be provided separately via CD-ROM to the Contact Officer at the address specified, provided they are received prior to the Closing Time.
      2. In the event that clarification of a lodged Tender is required, Tenderers may be required to courier or security post the originals of the signature and/or initialled pages to the Department addressed to the Contact Officer at the address specified.
   6. Lodgement process
      1. Before submitting their Tender, Tenderers must:
         1. ensure their technology platform meets the minimum requirements identified on AusTender;
         2. refer to AusTender’s Help guidance, if required, on uploading Tenders;
         3. take all steps to ensure that the Tender is free from anything that might reasonably affect useability or the security or operations of AusTender and/or the Department computing environment;
         4. ensure that the Tender does not contain macros, script or executable code of any kind unless that specific material has previously been approved in writing by the Department; and
         5. ensure that the Tender complies with all file type, format, naming conventions, size limitations or other requirements specified in paragraph 3.3 or otherwise advised by the Department or required by AusTender.
      2. Tenderers must allow sufficient time for Tender lodgement, including time that may be required for any problem analysis and resolution, prior to the Closing Time.
      3. Tenderers should be aware that holding the AusTender “Lodge a Response” website page open in their web browser will not hold the electronic Tender box open beyond the Closing Time. An error message will be issued if the lodgement process is attempted after the Closing Time.
      4. Tenders lodged through AusTender will be deemed to be authorised by the Tenderer.
      5. If Tenderers have any problem in accessing the AusTender website or uploading a Tender they must contact the Department via the Contact Officer or the AusTender Help Desk prior to the Closing Time. Failure to do so will exclude a Tender from consideration.
   7. Late Tenders, Incomplete Tenders and corrupted files
      1. Any attempt to lodge a Tender after the Closing Time will not be permitted by AusTender. Such a Tender will be deemed to be a Late Tender.
      2. The Department adheres strictly to the Commonwealth policy on Tender lodgement relating to a common closing time for lodgement of Tenders. Tenders which are not properly submitted before the Closing Time (Late Tenders) will not be accepted unless the Department determines, in its sole discretion, that Tender lodgement is late as a consequence of mishandling by the Commonwealth.
      3. Where a Tender lodgement consists of multiple uploads, due to the number and/or size of the files, Tenderers must ensure that transmission of all files is completed and receipted before the Closing Time and paragraph 1.1(b) will only apply to the final upload.
      4. Incomplete Tenders, including those with electronic files that cannot be read or decrypted, Tenders which the Department believes to potentially contain any virus, malicious code or anything else that might compromise the integrity or security of AusTender and/or the Department’s computing environment, will be excluded from evaluation.
   8. Proof of lodgement
      1. When a Tender lodgement has successfully completed through AusTender, an official receipt will be provided on screen. The on-screen receipt will record the time and date the Tender was received by AusTender and will be conclusive evidence of successful lodgement of a Tender. It is essential that Tenderers save and print this receipt as proof of lodgement. A separate email confirming receipt of the Tender will also be automatically dispatched to the email address provided by the Tenderer as the registered user, the details of which were recorded at login.
      2. Failure to receive a receipt means that lodgement has not completed successfully. Where no receipt has been issued by AusTender, the attempted lodgement will be deemed to have been unsuccessful. Tenderers should refer to paragraphs 3.6(b) to 3.6(e).
   9. AusTender security
      1. Tenderers acknowledge that although the Commonwealth has implemented the security measures described on AusTender, the Commonwealth does not warrant that unauthorised access to information and data transmitted via the Internet will not occur.
      2. Tenderers acknowledge that:
         1. lodgement of their Tender on time and in accordance with this RFT is entirely their responsibility; and
         2. the Commonwealth will not be liable for any loss, damage, costs or expenses incurred by Tenderers or any other person if, for any reason, a Tender or any other material or communication relevant to this RFT, is not received on time, is corrupted or altered or otherwise is not received as sent, cannot be read or decrypted, or has its security or integrity compromised.
2. Additional information and variations to the RFT documentation
   1. Requests for additional information
      1. Requests by Tenderers for further information in relation to this RFT must be directed in writing to the Contact Officer by the Deadline for Submission of Tenderers’ Questions.
      2. Subject to paragraph 7.5, the only point of contact for all matters relating to this RFT and the RFT process is the Contact Officer.
      3. The Department will determine what, if any, response should be given to a Tenderer question. The Department may circulate Tenderer questions and the Department’s response to those questions to all other Tenderers without disclosing the source of the questions or revealing any confidential information of a Tenderer. Tenderers should identify in their question what, if any, information in the question the Tenderer considers is confidential. Inappropriate identification of information as confidential will be considered by the Department when determining what, if any, response will be given.
      4. If a Tenderer believes they have found a discrepancy, error, ambiguity, inconsistency or omission in this RFT or any other information given or made available by the Department, the Tenderer should promptly notify the Contact Officer setting out the error in sufficient detail so that the Department may take the corrective action, if any, it considers appropriate.
   2. Variation of the RFT
      1. The Department may amend this RFT or vary or suspend the RFT process at any time.
      2. In the event that the Department amends the RFT or the conditions of tender, it will make reasonable efforts to inform Tenderers who have downloaded the RFT. All information and notices relating to the RFT (including amendments to RFT or conditions of tender) will be posted on the relevant approach to market page on AusTender as an addendum where applicable.
      3. The Tenderer is responsible for logging in to AusTender to regularly check the AusTender website for any updates and downloading the relevant RFT documentation and addenda for the RFT if it is interested in providing a Tender Response (see [https://www.tenders.gov.au](https://www.tenders.gov.au/)).
   3. Termination of the RFT
      1. If the Department determines that none of the Tenders submitted represents value for money or that it is otherwise in the public interest to do so, the Department may terminate this RFT process at any time and:
         1. not proceed with the procurement of the Services;
         2. negotiate with any person or organisation that is not a Tenderer; or
         3. enter into an agreement or binding relationship outside of this RFT process.
      2. Without limiting paragraph 4.3(a), Tenderers should note that it is Commonwealth policy to establish coordinated procurement contracting arrangements for the acquisition of certain goods and services by Commonwealth entities.
      3. It is possible that the procurement of some or all of the Services may become subject to a coordinated procurement contracting arrangement:
         1. before the Closing Time – in which case the Department may discontinue this RFT process or remove all or part of the Services from the scope of this RFT process;
         2. after the Closing Time but before an Agreement is signed by the Commonwealth with the successful Tenderer(s) – in which case the Department may discontinue this RFT process or remove all or part of the Services from the scope of this RFT process and the relevant Agreement; or
         3. during the period of any Agreement entered into as a result of this RFT – in which case the Department may exercise its rights under the Agreement to terminate or reduce it for convenience or, in the case of a Deed of Standing Offer (**Deed**), cease placing orders under that Deed.
3. Correcting, altering and clarifying Tenders
   1. Alterations and correcting errors
      1. Should a Tenderer become aware of any discrepancy, error or omission in its submitted Tender prior to the Closing Time, and wish to lodge a correction or supply additional information, the corrected material or additional information must be supplied in writing and lodged in the same manner as the Tender.
      2. No correcting material or additional information submitted after the Closing Time will be accepted or considered, unless that information is specifically requested by the Department under paragraphs 5.2, 5.3, 9.6 or otherwise in accordance with this RFT.
   2. Unintentional errors of form
      1. If the Department considers that there are unintentional errors of form in a Tender, the Department may request the Tenderer to correct or clarify the error, but will not permit any material alteration or addition to the Tender.
      2. Where the Department considers that such corrections would introduce unfairness into the evaluation process, the corrections will not be admitted for evaluation.
   3. Clarification of Tenders
      1. After the Closing Time, the Department may seek clarification on any matter from any Tenderer.
      2. The Department may require a Tenderer to submit additional information to allow further consideration of its Tender.
      3. Tenderers should:
         1. respond to any request for clarification within the time period and in the format specified by the Department;
         2. ensure that clarifying information provided answers the Department’s enquiry and is consistent with the Tender submitted by the Tenderer; and
         3. not seek to materially alter any aspect of their Tender.
      4. Where the Department considers that such clarification or additional information would introduce unfairness into the evaluation process, it will not be admitted for evaluation.
4. Information management
   1. Department’s confidential information
      1. Tenderers should not and should ensure that their employees, agents or subcontractors do not, either directly or indirectly record, divulge or communicate to any person any confidential information concerning the affairs of the Department, the Commonwealth or a third party acquired or obtained in the course of preparing a Tender, or any documents, data or information provided by the Department and which the Department indicates to Tenderers is confidential or which Tenderers know or ought reasonably to know is confidential.
      2. The Department may require that all written information (whether confidential or otherwise and without regard to the type of media on which such information was provided to Tenderers) provided to Tenderers (and all copies of such information made by Tenderers) be:
         1. returned to the Department - in which case Tenderers will be required to promptly return all such information to the address identified by the Department; or
         2. destroyed by Tenderers - in which case Tenderers will be required to promptly destroy all such information and provide the Department with written certification that the information has been destroyed.
      3. The Department may exclude from further consideration any Tender lodged by a Tenderer who has engaged in any behaviour contrary to paragraph 6.1.
   2. Tenderers’ confidential information
      1. Subject to paragraphs 6.2(b) and 6.2(c), the Department will treat as confidential all Tenders submitted by Tenderers in connection with this RFT.
      2. The Department will not be taken to have breached any obligation to keep information provided by Tenderers confidential to the extent that the information:
         1. is disclosed by the Department to its advisers, officers, employees or subcontractors solely in order to conduct the RFT process or to prepare and manage any resultant Agreement;
         2. is disclosed to the Department’s internal management personnel, solely to enable effective management or auditing of the RFT process;
         3. is disclosed by the Department to the responsible Minister;
         4. is disclosed by the Department in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia;
         5. is shared by the Department within the Department’s organisation, or with another Commonwealth department or agency, where this serves the Commonwealth’s legitimate interests;
         6. is authorised or required by law to be disclosed;
         7. is in the public domain otherwise than due to a breach of the relevant obligations of confidentiality; or
         8. is disclosed with the written consent of the Tenderer.
      3. Once an Agreement is entered into with the successful Tenderer(s), the successful Tenderer(s)'s Tender(s) will not necessarily be treated as confidential. Tenderers should clearly identify in their Tender response the information that they consider should be protected as confidential information should a contract be entered into with them. The Department will only consider a request for confidentiality where:
         1. the information to be protected is identified in specific rather than global terms;
         2. the information is by its nature confidential; and
         3. disclosure would cause detriment to the parties concerned.
   3. Disclosure of information
      1. The *Freedom of Information Act 1982* (**FOI Act**) gives members of the public rights of access to documents in the possession of Commonwealth departments and agencies. The FOI Act extends as far as possible the right of the Australian community to access information (generally documents) in the possession of those departments and agencies. This right is limited only by exceptions and exemptions necessary for the protection of essential public interests and protection of the private and business affairs of persons in respect of whom information is collected and held by those departments and agencies.
      2. All sensitive business information or confidential data which a Tenderer provides in its tender and considers should be exempt from disclosure under the FOI Act should be clearly indicated in the Tenderer's Tender.
   4. Use of Tender documents
      1. All Tenders become the property of the Department upon submission.
      2. Despite paragraph 6.4(a) and without prejudice to anything agreed in any subsequent Agreement, ownership of intellectual property in the information contained in a Tender remains unchanged.
      3. Tenderers agree that the Department may use any material contained in a Tender, or otherwise provided by the Tenderer, for the purposes of the RFT process and the preparation and management of any resultant Agreement.
5. Matters concerning Tender response
   1. Tender response requirements
      1. Tenderers should provide their details by completing the form at Attachment 1 in Schedule 2.
      2. Tenderers must complete and execute the Attachment 2 in Schedule 2.
      3. Tenderers should address each of the evaluation criteria specified in the table below by completing the Tender Response Forms contained in Schedule 2. Tenderers may include additional information in their Tenders; however the Tenderer’s response to each of the Tender Response Forms will form the basis of the evaluation. Each Tender Response Form should commence on a new page.

Evaluation Criteria

| **Evaluation Criterion** | **Required Information** | **Matters for tender consideration** | **RFT Attachment** | **Weighting** |
| --- | --- | --- | --- | --- |
| 1. Services delivery methodology:  Proposal to develop listing assessments, conservation advices and an Indigenous engagement plan for selected species and ecological communities. | Tenderers should provide a detailed proposal that outlines how they will develop high quality listing assessments, conservation advices and an Indigenous engagement plan in accordance with the nominated timeframes set out in this RFT. | Tenderers should consider the requirements for delivering the Services as detailed in Schedule 1. Statement of Requirement.  In developing their detailed proposal Tenderers should include, at a minimum, outline how they will deliver the following services:  **Species SEAP**  Stage One:   * Attend inception meeting to discuss project and agree on Initial Species List. * Complete pilot preliminary assessments. * Complete the Preliminary Assessment Spreadsheet. * Deliver an Indigenous engagement plan (include detailed costs for implementation of engagement plan) * Produce a draft Listing Assessment Sequencing Plan. * Conduct a workshop with a range of stakeholders to finalise the Listing Assessment Sequencing Plan. * Provide 3 pilot listing assessments and conservation advices.      * Organise and attend regular (monthly) teleconferences with Department staff.   For Stage Two:   * Deliver draft listing assessments and conservation advices for all eligible species identified in Stage One. The successful Tenderer will be required to amend these documents based on Department and Committee feedback. * Provision of data as per data requirements. * Organise and attend regular (monthly) teleconferences with Department staff.   For Stage Three:   * Deliver final report on project.   **Ecological communities SEAP**  Stage One A:   * Attend inception meeting to discuss project. * Conduct a desktop analysis of all rainforests and wet forests within the named IBRA bioregions and classify them into discrete ECs. * Undertake a preliminary assessment of the potential ECs. * Produce a Preliminary Assessment Report and EC Listing Assessment Sequencing Plan. * Organise and attend regular (monthly) teleconferences with Department staff.   Stage One B:   * Plan and conduct ECs definition and assessment workshop/s ensuring that agreement is reached for each candidate EC.   For Stage Two:   * Deliver high quality draft listing assessments and conservation advices for all eligible ECs identified at Stage One. The successful Tenderer will be required to amend a subset of these documents based on Department and Committee feedback. * Provision of data as per Departmental requirements. * Organise and attend regular (monthly) teleconferences with Department staff.   For Stage Three:   * Deliver final report on project. | Attachment 3. Services Delivery in Schedule 2. | 50% |
| 2.Tenderer's experience  Tenderer’s demonstrated capacity to develop listing assessments and conservation advices that meet RFT requirements for relevant species or ecological communities. | Tenderers should demonstrate their experience and capacity to develop EPBC Act listing assessments and conservation advices for relevant species or ecological communities. The Tender response should include specific reference to this Evaluation Criterion.  Tenderers should also provide contact details for two people who can act as referees, and a short description of the relationship of the Tenderer to each referee and a description of the services supplied by the Tenderer to each referee. | In demonstrating experience and capacity in relation to this Evaluation Criterion, Tenderers should consider:  **Species SEAP**  Scientific and technical capacity, including to:   1. Develop indicative listing outcomes for relevant species based on IUCN parameters and in accordance with EPBC Act requirements; 2. Develop listing assessments and CAM-compliant conservation advices to EPBC Act evidentiary standards; and 3. Harness scientific expertise, with links to active monitoring and research in the relevant species.   Stakeholder engagement, including:   1. Initiate, organise and lead activities that engage relevant experts in the project; 2. Demonstrated experience effectively working in the science / policy interface, achieving collaboration across diverse groups of stakeholders; and 3. Lead activities that engage Indigenous knowledge to deliver the Indigenous engagement plan.   or  **Ecological communities SEAP**  Scientific and technical capacity, including to:   1. Differentiate and identify rainforest and wet forest ecological communities in South-Eastern Australia; 2. Develop indicative listing outcomes for ECs based on EPBC criteria and in accordance with EPBC Act requirements; 3. Develop listing assessments and conservation advices to EPBC Act evidentiary standards; and 4. Harness scientific expertise, with links to active monitoring and research in the relevant ECs.   Stakeholder engagement including:   1. Initiate, organise and lead activities that engage relevant experts for differentiation and identification of ECs; and 2. Demonstrated experience effectively working in the science / policy interface, achieving collaboration across diverse groups of stakeholders. 3. Lead activities that engage indigenous knowledge to deliver the EC Indigenous engagement plan. | Attachment 4. Tenderer’s Experience in Schedule 2. | 25% |
| 3.Tenderer’s management capability and key personnel | Tenderers should provide details about their management capability and key personnel that will be involved in delivery of the Services.  Please provide CVs (CVs for personnel should be limited to two A4 pages) for every person who will be part of the SEAPs delivery Team. | In demonstrating management capability, Tenderers should consider:  Organisational and project management capacity, including:   1. Demonstrated previous experience in the management of complex projects in line with best practice project and contract management and delivery of milestones to the specified contractual requirements (on time and of high quality); 2. Key personnel appointed to the project team given the task to resolve issues that are impeding the completion of contractual outputs in a timely, transparent and collaborative fashion; 3. The experience of key personnel and their skills and qualifications. This must include appointment of 3 personnel; a Species or EC Team Leader, Listing Assessment and Conservation Advice Quality Controller and a Data and Mapping Quality Controller for each SEAP as set out in Schedule 1 – Statement of Requirement | Attachment 5: Tenderer's Management Capability and Key Personnel in Schedule 2. | 25% |
| 4.Pricing information (see also paragraph 8.1 of this RFT) | Tenderers should provide pricing information for delivery of the Services. | In developing their detailed costed proposal Tenderers should include, at a minimum, detailed budgets for all services indicated in Evaluation Criterion 1.  Requirements outlined in Attachment 6 in Schedule 2. | Attachment 6 in Schedule 2 | Non- weighted criterion |
| 5.Financial viability | Tenderers should complete the Financial Viability Questionnaire. |  | Attachment 7 in Schedule 2 | Non-weighted criterion |
| 6.Tenderer’s compliance with the Draft Agreement | Tenderers should indicate the extent of their compliance with the Draft Agreement. |  | Attachment 8 Statement of compliance with Draft Agreement in Schedule 2 | Non-weighted criterion |

* 1. Tenderers to inform themselves
     1. Information in this RFT concerning current or past requirements, volumes, location, environment or other matters potentially relevant to delivery of the Services has been prepared from information available to the Department and may not have been independently verified. Such information may be based on projections from information on available historical information which may not be accurate and may assume trends or events or other matters that may not be valid or eventuate as and when expected or at all. In addition, the Department does not guarantee that this information will remain true at any future point in time.
     2. The Department has no liability to any Tenderer should any information or material provided with respect to this RFT or the Services be inaccurate or incomplete or if actual volumes, locations, environments or other relevant matters vary from the Department’s current expectations.
     3. Tenderers are responsible for ensuring that they have:
        1. examined this RFT, any documents referenced in this RFT and any other information made available by the Department to Tenderers for the purpose of submitting a Tender;
        2. examined all further information which is obtainable by the making of reasonable inquiries relevant to the risks, contingencies, and other circumstances having an effect on their Tenders;
        3. satisfied themselves as to the correctness and sufficiency of their Tenders including pricing information supplied with Tenders;
        4. made their own independent assessments of actual workload requirements under any resultant agreement and all prices will be presumed by the Department to have been based upon Tenderers’ own independent assessments;
        5. satisfied themselves as to the terms and conditions of the Draft Agreement and their ability to comply with the Draft Agreement, subject to their responses to Attachment 8: Statement of Compliance with Draft Agreement in Schedule 2; and
        6. examined the AusTender Terms of Use which are obtainable on the AusTender website ([https://www.tenders.gov.au](https://www.tenders.gov.au/)).
     4. In preparing their Tenders, Tenderers must not rely on:
        1. any representation, letter, document or arrangement, whether oral or in writing, or other conduct as adding to or amending this RFT other than amendments in accordance with paragraph 4.2(a); or
        2. any warranty or representation made by or on behalf of the Commonwealth, except as are expressly provided for in this RFT.
     5. The Commonwealth will not be responsible for any costs or expenses incurred by Tenderers in complying with the requirements of this RFT, submitting a Tender or entering into negotiations about the terms of any resultant Agreement.
  2. Disclaimer
     1. This RFT is an invitation to treat and is not to be taken to be or relied upon as an offer capable of acceptance by any person or as creating any form of contractual (including a process contract), quasi contractual, restitutionary or promissory estoppel rights, or rights based on similar legal or equitable grounds, whether implied or otherwise.
     2. The Commonwealth is not liable to any Tenderer on the basis of any contract or other understanding (including any form of contractual, quasi contractual, restitutionary or promissory estoppel rights, implied obligations or rights based on similar legal or equitable grounds) whatsoever, or in negligence, as a consequence of any matter relating or incidental to this RFT, the procurement of any or all of the Services or a Tenderer’s participation in this RFT process, including instances where:
        1. a Tenderer is not invited to participate in any subsequent process as part of or following completion of this RFT process;
        2. the Department varies the RFT process;
        3. the Department elects to enter into an Agreement for all or any part of the Services with any party, whether or not that party was a Tenderer in this RFT process;
        4. the Department decides to terminate the RFT process or not to contract or enter a deed for all or any part of the Services; or
        5. the Department exercises or fails to exercise any of its other rights under or in relation to this RFT.
  3. Offers and acceptance of offer
     1. Lodging a Tender will constitute an offer by the Tenderer to provide the Services on the terms and conditions set out in the Draft Agreement, subject to any exceptions noted in its response to Attachment 8: Statement of Compliance with Draft Agreement in Schedule 2. The Tenderer’s offer will, in accordance with the provisions of this RFT, remain open for a period not less than the Offer Period.
     2. A Tender will not be taken to have been accepted until a formal Agreement has been executed by the Tenderer and the Commonwealth. Notice by the Department to any Tenderer that it is, or is not, a preferred or successful Tenderer will not constitute an acceptance or rejection of any Tender.
  4. Complaints
     1. Complaints regarding this RFT process should be made in writing to:

The Manager – Procurement  
[procurement.feedback@awe.gov.au](mailto:procurement.feedback@environment.gov.au)

* + 1. If the Department is required to suspend this procurement under the *Government Procurement (Judicial Review) Act 2018* (Cth), the Department will announce this on its website (https://www.environment.gov.au/)
       1. if the procurement has not yet closed and has been issued on AusTender, by notice on AusTender;
       2. if the procurement has closed or if the procurement was not issued on AusTender, by email to all tenderers; or
    2. Any complaint made regarding this RFT process will be handled in accordance with the Department’s established complaint handling processes.
  1. Subcontracts
     1. Tenderers should indicate in Attachment 1: Tenderer's Details in Schedule 2 if they intend any person or entity that is not an employee to perform work in relation to delivery of the Services, and, if so, must identify the full names of its proposed subcontractors and details of the work proposed to be undertaken by them.
     2. Tenderers should note that, if their Tender is successful, the resultant Agreement will impose certain requirements on its subcontracting arrangements, including that its subcontractors allow the Department to publish details of their names and the nature of what they are subcontracted to do.
     3. Tenderers agree to:
        1. the public disclosure of the names and proposed role of any subcontractors proposed to be engaged to perform work in relation to delivery of the Services; and
        2. inform proposed subcontractors that their names and proposed role in relation to delivery of the Services may be publicly disclosed.

1. General matters
   1. Prices and units
      1. The Tender must be written in English.
      2. All measurements including price must be expressed in Australian legal units of measurement.
      3. Where Services are being performed within Australian Territories by registered Australian businesses, pricing should be quoted in Australian dollars ($AU).
      4. Tendered prices should be inclusive of:
         1. GST (as defined in section 195-1 of the *A New Tax System (Goods and Services Tax) Act 1999* (Cth));
         2. all costs of complying with this RFT; and
         3. all costs associated with doing all things necessary for the due and proper completion of the proposed Agreement.
      5. Tenderers from the public sector should note that competitive neutrality requires that government businesses should not enjoy net competitive advantages over their private sector competitors by virtue of public sector ownership.
      6. Tenderers from the public sector should demonstrate in their Tender that competitive neutrality requirements have been met, including:
         1. payment of relevant taxes and charges;
         2. rates of return; and
         3. cost of funds.
      7. Commonwealth policy requires the Department and other Australian Government entities to effect payment to its suppliers via electronic funds transfer direct to suppliers’ bank accounts, unless exceptional circumstances exist where a supplier has limited access to banking facilities in remote areas.
   2. Joint or Part Tenders
      1. The Department will not consider joint Tenders.
      2. The Department will not consider Tenders for only part of the Services. To avoid confusion, Tenderers may bid for one or more of the SEAPs groups (with individual bids for each group) as listed in paragraph 1.2(b)(v) of this RFT. However, each Tender submitted by a Tenderer for a SEAP group must offer to provide all of the Services set out in Statement of Requirement at **Schedule 1** of this RFT and as summarised at paragraph 1.2(c) of this RFT.
   3. Tendering Entity
      1. The Department will not consider a Tender from a Tenderer that does not exist as a legal entity at the Closing Time.
   4. Alternative Tenders
      1. The Department will not consider alternative Tenders.
   5. Insurance
      1. Any resulting Agreement will require the successful Tenderer to have in place and maintain (or have caused to have in place and maintain) specified types and levels of insurance appropriate for delivery of the Services.
      2. Tenderers should include details of their current or proposed insurance cover for the purposes of the provision of the Services under the Draft Agreement (if their Tender is successful).
      3. Tenderers should also provide information about the current and proposed insurance arrangements for their proposed subcontractors.
      4. If the Tenderer is successful, the Department may include additional insurance requirements in any resulting Agreement, based on a risk assessment in relation to the successful Tenderer.
2. Evaluation of Tenders
   1. Evaluation process
      1. The Department will register Tenders following the Closing Time.

***Stage one—Initial Screening and Due Diligence***

* + 1. As part of the Evaluation Process, *Stage one—Initial Screening and Due Diligence*, the Tender Evaluation Committee or an authorised Department official will conduct an initial screening of Tenders to identify those which:
       1. have failed to comply with Minimum Content and Format Requirements (see paragraph 9.3(a)); or
       2. are otherwise non-compliant with this RFT.
    2. Subject to paragraph 5.2 of the RFT, the Tender Evaluation Committee will exclude a Tender from further consideration where the Minimum Content and Format Requirements have not been met.
    3. The Department may at any stage during the evaluation process reach the view that Tenders or Tenderers have failed to comply with the Minimum Content and Format Requirements, or the Essential Requirements (see paragraph 9.5(a) in relation to Essential Requirements).

***Stage two—technical evaluation***

* + 1. For each Tenderer that passes stages one above, the Tender Evaluation Committee will undertake a technical evaluation under *Stage two—technical evaluation* of the evaluation process (i.e. evaluation of ability to meet the technical requirements not including the price criterion))
    2. In Stage Two, the Tender Evaluation Committee will assess in detail each Tender against the Evaluation Criteria listed in paragraph 7.1(c) of this RFT, except the Price Evaluation Criterion, and the ability of each Tenderer to meet each Evaluation Criterion. The Tender Evaluation Committee will score each Tenderer’s response to each Evaluation Criterion, except for the Price Evaluation Criterion, which will be treated separately (see stage three).
    3. Tenderers should provide enough detail in their Tender against each Evaluation Criterion to ensure that the Tender Evaluation Committee has a clear understanding of their offer and that all requirements have been addressed. Tenderers are advised that unclear or contradictory statements may result in a low scoring assessment. The Tender Evaluation Committee may specify a minimum score for any Evaluation Criterion. A Tenderer that fails to meet the minimum score for the relevant Evaluation Criterion will be excluded from the RFT process.
    4. If required by the Tender Evaluation Committee, presentations, interviews and/or site visits under paragraph 9.2(c) of the RFT may be conducted at this stage of the evaluation process.
    5. The Tender Evaluation Committee may also seek and assess comments from referees at this stage as provided under paragraph 9.2(c) of the RFT (whether or not those referees have been nominated by the Tenderer).
    6. The Tender Evaluation Committee may also identify and assess any matters which are unweighted, but which may be taken into account, (listed in paragraph 7.1(c) of this RFT).
    7. If the Tender Evaluation Committee elects to shortlist Tenderers, only the Tenderers on the final shortlist at the completion of stage two will undergo the pricing evaluation in accordance with stage three and be ranked in accordance with stage four. The Tender Evaluation Committee in its absolute discretion will determine the number of Tenders on any shortlist.

***Stage three—pricing evaluation (financial analysis)***

* + 1. A pricing evaluation of Tenders will be conducted either separately or concurrently with the evaluation in stage two above in order to determine a basis of comparison for delivery of the requirements in this RFT.
    2. The Department reserves the right, during the evaluation process, to ask all Tenderers (or, if Tenderers have been short-listed, the short-listed Tenderers) to submit new or revised pricing based on an alternative methodology.
    3. The Tender Evaluation Committee may also seek clarification on any pricing matters and seek a best and final offer in respect of pricing from each Tenderer (or, if Tenderers have been shortlisted, shortlisted Tenderers) if it is deemed necessary to determine a clear value for money outcome for the Commonwealth.

***Stage four—value for money and risk assessment***

* + 1. Subject to the evaluation process set out in this paragraph 9, the Tender Evaluation Committee will assess the Tenders to identify the Tender that represents best value for money , taking into account:
       1. technical evaluation under stage two;
       2. pricing evaluation under stage three, and
       3. risk generally
    2. Value for money is a comprehensive assessment that takes into account both cost represented by a price assessment and value represented by a technical assessment in the context of the risk profile presented by the Tenderer and its Tender, including any request by a Tenderer to limit or cap its liability under the Draft Agreement.
    3. The Tender Evaluation Committee will take into account any other matters which are unweighted as set out in paragraph 9.2(e) to develop a risk profile for each Tenderer.
    4. In determining value for money, the Tender Evaluation Committee will also consider the affordability of each Tender, through comparison of the whole of life cost of the Tender and the forecast budget of the Department. The Department may set aside a Tender or renegotiate with a Tenderer to reduce its price, if its tendered price is deemed unaffordable or the Department otherwise considers the Tender is not value for money.

***Other Department rights for evaluating Tenders***

* + 1. In evaluation against the evaluation criteria specified in the table contained at paragraph 7.1(c), the Department may take into account information provided by a Tenderer in response to one criterion in its evaluation of another criterion.
    2. The evaluation criteria are weighted as set out in paragraph 7.1(c). If any additional criteria are intended to be applied in evaluating Tenders, the Department will notify Tenderers who will be given an opportunity to respond.”
    3. The Department may at any time exclude a Tender from consideration if the Department considers that the Tender is incomplete or clearly not competitive. However, the Department may consider such Tenders and seek clarification in accordance with paragraph 9.6.
    4. The Department is not bound to accept the lowest priced (or any) Tender.
  1. Security, probity and other checks
     1. The Department may perform such security, probity and financial investigations and procedures as the Department may determine are necessary in relation to Tenderers, their employees, officers, partners, associates, subcontractors or related entities and their officers, employees and subcontractors.
     2. Tenderers should promptly provide the Department with such information or documentation that the Department requires in order to undertake such investigations. The Department may exclude a Tender from further consideration if the Tenderer does not promptly provide all reasonable assistance to the Department in this regard, or based on the outcomes of the investigations or procedures.
     3. The Tender evaluation process may involve:
        1. visits to some or all Tenderers' sites;
        2. a presentation of the Tenderer’s solution;
        3. discussions and/or interviews with the Tenderers; and
        4. discussions with and/or visits to, customers or subcontractors of some or all Tenderers, whether or not the customers are provided as referees by the relevant Tenderer.
     4. The Department (at its absolute discretion) may make independent enquiries about any matters that may be relevant to the evaluation of a Tender.
     5. The Department may consider a range of other matters which are unweighted and which may be taken into account by the Tender Evaluation Committee in evaluating Tenders and developing a risk profile of the Tender, include:
        1. compliance with legislation and policy—to determine whether any barriers or risks exist to the Department in contracting with the Tenderer;
        2. compliance with this RFT and Draft Agreement—any non-compliance or partial compliance with the RFT (not including the use of innovative methodologies, where those are invited by the SOR) and the Draft Agreement and any variation/s the Tenderer proposes to the Draft Agreement will be examined to enable the Department to analyse the risks to the Commonwealth associated with these proposed changes and/or variations and to determine whether the Tenderer would be able to treat successfully with the Commonwealth;
        3. proposed confidential information—any proposed confidential information will need to satisfy the 4 criteria set out on the Department of Finance website: <https://www.finance.gov.au/government/procurement/buying-australian-government/confidentiality-throughout-procurement-cycle>;
        4. corporate capability and structure—the Tenderer’s (and that of any subcontractors proposed by the Tenderer) ability to achieve its strategic objectives/business targets and evidence of sound corporate structure and governance;
        5. tenderer’s viability—the Tenderer’s (and that of any subcontractors proposed by the Tenderer) financial viability, ongoing capacity to provide the Requirement and its willingness and ability to provide indemnity cover and insurance to provide the Commonwealth with sufficient protection against the risks that may arise (noting that the material provided in the Tender will be examined using all appropriate means of substantiation); and
        6. other risks—any other relevant risk to the Department of engaging the Tenderer, or any Tenderer, including without limitation, any actual or potential conflicts of interest and any risks associated with technical and pricing aspects of the Tender.
  2. Minimum Content and Format Requirements

* + 1. Subject to paragraph 5.2(a), the Department will exclude a Tender from further consideration if the Department considers that the Tender does not comply with the following Minimum Content and Format Requirements:

|  |  |
| --- | --- |
| **Item** | **Minimum Content and Format Requirement** |
|  | The Tender must be written in English (see paragraph 8.1(a)). |
|  | All measurements including price must be expressed in Australian legal units of measurement (see paragraph 8.1(b)). |
|  | The Tender must include a completed and signed Tenderer’s Deed substantially in the form provided of Attachment 2: Tenderer's Deed in Schedule 2 (see paragraph 7.1(b)). |
|  | The Tender must include a completed Price Schedule substantially in the form provided at Attachment 6 Price Schedule in Schedule 2. |

* 1. Conditions for Participation
     1. There are no Conditions of Participation for this RFT.
  2. Essential Requirements
     1. The Department will exclude a Tender from further consideration if at any time before an Agreement is executed the Department considers that the Tender does not comply with any Essential Requirements specified in the Statement of Requirement.
  3. Clarification, short-listing and negotiations
     1. The Department may:
        1. use any relevant information obtained in relation to a Tender (provided in the Tender itself, otherwise through this RFT or by independent inquiry) in the evaluation of Tenders;
        2. seek clarification or additional information from any Tenderer for the purposes of Tender evaluation;
        3. shortlist one or more Tenderers and seek further information from them;
        4. seek best and final offers from one or more Tenderers;
        5. enter into negotiations or discussions with one or more Tenderers (including parallel negotiations); or
        6. discontinue negotiations or discussions with a Tenderer, whether or not the Tenderer has been notified that it is the preferred Tenderer.
     2. Tenderers should nominate in their Tender a person for the purpose of responding to any clarification requests which may arise during Tender evaluation or receiving other notices during the RFT process. Tenderers should include the name, address and contact details of that person in the form at Attachment 1: Tenderer's Details in Schedule 2. The person nominated by the Tenderer will need to be authorised to represent and bind the Tenderer in relation to this RFT.

1. Other Matters
   1. Public statements
      1. Except with the prior written approval of the Department, Tenderers should not make a statement, issue any document or material or provide any other information for publication in any media, concerning this RFT process, including in relation to Tender evaluation, the acceptance of any Tender, commencement of negotiations, creation of a shortlist, or notification that a Tenderer is the preferred Tenderer.
      2. The Department may exclude a Tender from further consideration if the Tenderer does not comply with this requirement.
   2. Additional rights of the Department
      1. Without limiting other rights contained in this RFT, the Department may do any or all of the following at any time:
         1. seek amended Tenders or call for new Tenders;
         2. forward any clarification about this RFT to all known Tenderers on a non attributable basis and without disclosing any confidential information of a Tenderer;
         3. allow or not allow another legal entity to take over a Tender in substitution for the original Tenderer, including where an event occurs that has the effect of substantially altering the composition or control of the Tenderer or the business of the Tenderer; and
         4. negotiate with one or more persons who have not submitted Tenders or enter into a contract, deed or other binding relationship for a supply similar to the Services outside the RFT process.
      2. Disclosure to Tenderers of any information concerning this RFT process is at the complete discretion of the Department unless expressly provided otherwise in this RFT.
   3. Debriefing
      1. Tenderers may request an oral Tender debriefing following the award of a contract. Tenderers requiring a debriefing should contact the Contact Officer.
      2. Tenderers will be debriefed against the evaluation criteria set out in this RFT. A Tenderer will not be provided with information concerning other Tenders, except for publicly available information such as the name of the successful Tenderer and the total price of the winning Tender. No comparisons with other Tenders will be made.
2. Application of law and Commonwealth policy
   1. Requirement to comply with law and Commonwealth policy
      1. The law applying in the Australian Capital Territory applies to this RFT and to the RFT process. Each Tenderer should ensure that it has:
         1. complied with all relevant laws and with Commonwealth policy in preparing and lodging its Tender and taking part in the RFT process; and
         2. familiarised itself with all relevant legislation and Commonwealth policies relating to the provision of the Services.
      2. Tenderers should obtain, and will be deemed to have obtained, their own advice on the impact of legislation and related guidelines on their participation in this RFT process and the requirements of any resulting Agreement, including the:
         1. *Public Governance, Performance and Accountability Act 2013* (Cth) and associated instruments and related Commonwealth guidelines;
         2. *Archives Act 1983* (Cth);
         3. *Privacy Act 1988* (Cth);
         4. *Freedom of Information Act 1982* (Cth);
         5. *Ombudsman Act 1976* (Cth)
         6. *Workplace Gender Equality Act 2012* (Cth);
         7. *Competition and Consumer Act 2010* (Cth);
         8. *Auditor-General Act 1997* (Cth);
         9. *Fair Work Act 2009* (Cth);
         10. WHS Laws and any other work health and safety legislation applicable to any successful Tenderer;
         11. obligations under the *Charter of the United Nations Act 1945* (Cth), the *Autonomous Sanctions Act 2011* (Cth), and other associated Acts and regulations. 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 or otherwise subject to sanctions 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 on the website of the Department of Foreign Affairs and Trade at: <http://dfat.gov.au/international-relations/security/sanctions/pages/sanctions.aspx>; and
         12. obligations applicable to any successful Tenderer contained in the legislation arising from the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth).
         13. *Modern Slavery Act 2018 (Cth).*
      3. Tenderers’ attention is drawn to Chapter 7 of the *Criminal Code* (Cth), which provides:
         1. that giving false and misleading information to the Commonwealth is a serious offence; and
         2. for offences that attract substantial penalties. These offences include theft of Commonwealth property and other property offences, obtaining property or financial advantage by deception, offences involving fraudulent conduct, bribery, forgery and falsification of documents.
   2. Ethical dealing
      1. The Commonwealth’s policy is to engage in the highest standards of ethical behaviour and fair dealing throughout the RFT process. The Commonwealth requires the same standards from those with whom it deals.
      2. Tenders should be compiled without improper assistance from current or former officers, employees, contractors or agents of the Department and without the use of information improperly obtained or in breach of an obligation of confidentiality (including any obligation referred to in paragraph 6.1).
      3. Tenderers should not:
         1. engage in misleading or deceptive conduct in relation to their Tenders or the RFT process;
         2. engage in any collusive Tendering, anti-competitive conduct, or any other unlawful or unethical conduct with any other Tenderer, or any other person in connection with the preparation of their Tender or the RFT process;
         3. attempt to solicit information from or influence improperly any current or former officer, employee, contractor or agent of the Department, or violate any applicable laws or Commonwealth policies regarding the offering of inducements in connection with the RFT process; or
         4. otherwise act in an unethical or improper manner or contrary to any law.
      4. The Department may exclude from consideration any Tender lodged by a Tenderer that has engaged in any behaviour contrary to this paragraph 11.2. In addition, the Department may refer the matter to relevant Commonwealth, State or Territory authorities. This right is in addition to any other remedies the Department may have under law or in any Agreement with a successful Tenderer.
   3. Conflicts of interest
      1. Tenderers should represent and declare in Attachment 2: Tenderer's Deed in Schedule 2 whether, at the time of lodging their Tender, any conflict of interest concerning itself or a related entity exists, or might arise during the term of the Agreement, or otherwise in relation to the Tender.
      2. A conflict of interest means any matter, circumstance, interest, or activity affecting the Tenderer (including the officers, employees, agents and subcontractors of the Tenderer) which may or may appear to:
         1. impair the ability of the Tenderer to perform the resultant Agreement diligently and independently; or
         2. prejudice the impartial conduct of this Tender process or bring disrepute to or embarrass the Department.
      3. A conflict of interest may exist if:
         1. Tenderers or any of their personnel have a relationship (whether professional, commercial or personal) with the Department’s personnel involved in the evaluation of Tenders; or
         2. Tenderers have a relationship with, or obligations to, an organisation which would affect the performance of the resultant Agreement or would bring disrepute to or embarrass the Department.
      4. If at any time prior to entering into the Agreement with the Department, an actual or potential conflict of interest concerning itself or a related entity arises or may arise for any Tenderer, that Tenderer should immediately notify the Contact Officer.
      5. If a conflict of interest arises, the Department may:
         1. exclude the Tender from further consideration;
         2. enter into discussions to seek to resolve or manage the conflict of interest; or
         3. take any other action it considers appropriate.
   4. Indigenous Procurement Policy
      1. Tenderers should note that the Indigenous Procurement Policy applies to this RFT process. More information on the Indigenous Procurement Policy can be found at: <https://www.niaa.gov.au/indigenous-affairs/economic-development/indigenous-procurement-policy-ipp> .
      2. In particular, Tenderers should note the purpose of the Indigenous Procurement Policy is to stimulate Indigenous entrepreneurship and business development, providing Indigenous Australians with more opportunities to participate in the economy (please refer to the Indigenous Procurement Policy for further information).
   5. Small to medium enterprises
      1. Tenderers should note that the Commonwealth is committed to Commonwealth agencies sourcing at least 10 per cent of their purchases by value from small to medium enterprises (**SMEs**). An SME is an Australian or New Zealand registered firm with fewer than 200 full time equivalent employees.
      2. Tenderers are encouraged to include the participation of SMEs in their Tenders, and to identify in their Tender if they are an SME.
   6. Workplace gender equality
      1. Commonwealth policy prevents the Department from entering into contracts with suppliers that are non-compliant under the *Workplace Gender Equality Act 2012* (Cth) (**WGE Act**). The Draft Agreement requires that a successful Tenderer must:
         1. comply with its obligations, if any, under the WGE Act; and
         2. provide a current letter of compliance within 18 months from the commencement date of the Agreement, and following this, annually, to the Department.
      2. If, during the term of any resultant Agreement, the Tenderer (where successful) becomes non-compliant with the WGE Act, the Tenderer must notify the Department representative specified in the Agreement. For further information about coverage of the WGE Act, contact the Workplace Gender Equality Agency on (02) 9432 7000.
      3. Tenderers should indicate in Attachment 2: Tenderer's Deed in Schedule 2 whether or not they are a ‘relevant employer’ under the WGE Act and, if applicable, provide a current letter of compliance as part of their Tender, or prior to entering into any resultant Agreement.
   7. Disclosure of information
      1. The *Freedom of Information Act 1982* (Cth) gives members of the public rights of access to official documents 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 Department, limited only by considerations of the protection of essential public interest and of the private and business affairs of persons in respect of whom information is collected and held by departments and public authorities.
      2. Tenderers should be aware that the Department is required to publish the award of contracts and deeds valued at $10,000 or more (and standing offers regardless of value). This publication will include details regarding:
         1. to whom the Agreement was awarded including the entity’s name, postal address and ABN or ACN;
         2. any Agreement value;
         3. the Agreement start and end dates;
         4. the procurement method used by the Department;
         5. consultancy information; and
         6. whether the Agreement contains provisions requiring the parties to maintain confidentiality of any of the information obtained or generated as a result of performance of the Agreement, or whether any provisions of the Agreement are regarded by the parties as confidential, including a statement of the reasons for confidentiality.
   8. Compliance with WHS Laws
      1. Tenderers should note their obligation to comply, and as far as practical ensure subcontractors will comply, with all relevant requirements of the WHS Laws, including:
         1. complying with all applicable WHS Laws;
         2. consulting, co-operating and co-ordinating with the Department on workplace health and safety activities so far as it is practicable;
         3. providing the Department any information the Commonwealth reasonably requires to confirm that the Tenderer (and any subcontractor) is complying with the WHS Laws; and
         4. participating in any compliance activities associated with its legal obligations, including those arising under the WHS Laws. Compliance activities may include responding to requests for information and/or audits undertaken by the Department, its nominees and/or relevant regulators.
      2. Compliance with the WHS Laws does not relieve the Tenderer from its responsibilities to comply with its other obligations under any resultant Agreement.
      3. The Tenderer should not propose the use of a subcontractor in relation to the provision of the Services where the subcontractor would be precluded from contracting directly with the Department under the requirements of any WHS Laws.
   9. Australian National Audit Office
      1. The *Auditor-General Act 1997* (Cth) provides the Auditor-General, or an authorised person, with rights to conduct performance audits of Commonwealth contractors and, at all reasonable times, to access premises, information, documents and records.
      2. In addition to the Auditor-General's powers under the *Auditor-General Act 1999* (Cth), if the Tenderer is chosen to enter into an Agreement arising from this RFT process, the Tenderer will be required to provide the Auditor-General or an authorised person, access to information, documents, records, accounts and other material relevant to the provision of the Services and the Department’s assets, including those on the Tenderer's premises. This will be required at reasonable times on giving reasonable notice for the purpose of carrying out the Auditor-General's functions and will be restricted to information and assets which are in the custody or control of the Tenderer, its employees, agents or subcontractors, and which are related to the Agreement.  Such access will apply for the term of the Agreement and for a period of seven years from the date of expiration or termination.
      3. Tenderers should obtain, and will be deemed to have obtained, their own advice on the impact of the *Auditor-General Act 1997* (Cth) on their participation in the RFT process.
      4. Tenderers should be aware that the results of an audit may be disclosed to the Parliament of the Commonwealth or one or more Parliamentary Committees.
   10. Ombudsman
       1. The attention of Tenderers is drawn to the *Ombudsman Act 1976* (Cth), which provides rights of access to places occupied by Commonwealth contractors to conduct investigations at those places.
       2. Tenderers should obtain, and will be deemed to have obtained, their own independent, professional advice on the impact of this legislation on their participation in the RFT process.
       3. The Draft Agreement includes a right of access by the Commonwealth Ombudsman to the Tenderer's premises and/or relevant documents.
   11. Privacy
       1. The *Privacy Act 1988* (Cth), including the Australian Privacy Principles, provides a national scheme for the collection, use, storage and disclosure of personal information by the Department and certain entities.
       2. The Draft Agreement provides that the Tenderer (where successful) will be a ‘contracted service provider’ for the purposes of the *Privacy Act 1988* (Cth) and will require the Tenderer to comply with the privacy obligations specified in the Draft Agreement.
   12. Employee entitlements
       1. Tenderers should note that it is the Department’s policy not to enter into contracts, deeds or other arrangements with providers who have had a judicial decision against them (not including decisions under appeal) relating to employee entitlements and have not satisfied any resulting order.
       2. The Tenderer’s Deed at Attachment 2 of Schedule 2 requires the Tenderer to confirm that no such judicial decision has been made against them for which they have not satisfied any resulting order.
   13. Lobbying Code of Conduct

Tenderers should not engage in, procure, or encourage others to engage in, any activity that would result in a breach of the *Lobbying Code of Conduct 2013*, published by the Department of the Prime Minister and Cabinet and available at <https://www.ag.gov.au/Integrity/lobbyists/Pages/Lobbying-Code-of-Conduct.aspx>

* 1. Prohibition of Illegal Workers

Tenderers should note that it is the Department’s policy not to enter into contracts, deeds or other arrangements with providers engaging Illegal Workers and the Tenderer’s Deed at Attachment 2 of Schedule 2 contains a statement from the Tenderer confirming that it will comply with this policy.

* 1. Anti-terrorism measures
     1. The Tenderer and any nominated subcontractors proposed in the Tender may not at the Closing Time be listed as terrorists under section 15 of the *Charter of the United Nations Act 1945* (Cth) maintained by the Department of Foreign Affairs and Trade under the *Charter of the United Nations (Dealing with Assets) Regulations 2008* (Cth).
     2. The Department will not enter into any contractual arrangement with a person or organisation on the list, and Tenderers are required to declare that they and any subcontractors are not listed (see the Tenderer’s Deed at Attachment 2 of Schedule 2).
  2. Compliance with Department’s policies and guidelines

Tenderers should note that the Draft Agreement will require the Tenderer (where successful) to comply with the Department’s policies and guidelines relevant to delivery of the Services which the Department will notify to the Tenderer from time to time. This includes policies and guidelines which come into effect after the commencement of any resultant Agreement.

* 1. Protective Security Policy Framework

Tenderers, under any resultant contracts, will be required to comply with applicable policies and obligations relating to security to the extent relevant or notified by the Department. Tenderers should familiarise themselves with the Protective Security Policy Framework (available at <https://www.protectivesecurity.gov.au/>).

* 1. Modern Slavery Reporting Requirement

Tenderers should note that any resulting Contract will require the successful Tenderer to provide all assistance reasonably requested by the Department to comply with its obligations under the *Modern Slavery Act 2018* (Cth) (Modern Slavery Act).

If the Tenderer is a ‘reporting entity’ for the purpose of the Modern Slavery Act, the Tenderer must comply with the requirement to provide modern slavery statements to the relevant Minister under the Modern Slavery Act.

If the Tenderer is a non-reporting entity which volunteers to comply with the reporting requirements (by giving written notice to the relevant Minister before the end of the reporting period as required by section 6 of the Modern Slavery Act), the Tenderer must provide voluntary statements to the relevant Minister in accordance with the Modern Slavery Act.

Tenderers must indicate as part of the Tenderer’s response at Attachment 10, whether or not the organisation is a ‘reporting entity’ under the Modern Slavery Act and, if applicable, provide evidence of its compliance with the reporting requirements as part of the Tender, or prior to entering into any resulting Contract, or on the first due date of a modern slavery statement.

Schedule 1 – Statement of Requirement

1. Essential Requirements
   * 1. Nil.
2. Requirements
   1. Background
3. The devastating bushfires that burnt more than 7.7 million hectares across southern and eastern Australia in 2019-20 severely impacted native wildlife and habitat. This created an urgent need for hundreds of species and ecological communities (ECs) to be assessed against *Environment Protection and Biodiversity Conservation Act 1999* (EPBC Act) criteria for threatened listing status, so that:

• The recovery and future resilience of fire affected species and ecological communities is supported by statutory protection commensurate with their post-fire status, and

• EPBC Act lists are as current and accurate as possible, helping with environmental resilience and preparedness for future fire events.

1. As part of the Australian Government’s bushfire response the Department is accelerating the speed and number of listing assessments by engaging the services of appropriate experts to deliver several Species Expert Assessment Plans (SEAPs) for both fire-aff2ected and non-fire-affected species and ECs by 30 June 2022.
2. The SEAPs build on the work of the Threatened Species Scientific Committee (TSSC) and the Bushfire Expert Panel to accelerate listing assessments.
3. Eight SEAP groups will proceed for species, and one for ECs (see paragraph 2.2h(ii) of this Schedule 1).
   1. Overview
4. Through this RFT, the Department is seeking Service Provider(s) for the provision of SEAP Project services.
5. In delivering SEAPs Service Provider(s) are required to assess an individual group of species or ECs (see item 2.2h (ii)) against EPBC Act criteria to determine which entities warrant listing changes, and then deliver EPBC Act / Common Assessment Method (CAM) compliant conservation advices, which include the listing assessments, for those entities. Groups are based on a taxonomic grouping or geographic region.
6. High quality draft conservation advices (which include the listing assessment) will be delivered in agreed tranches and provided to the Department for review and subsequent amendment by the Service Provider(s) as required.
7. Conservation advices for all species agreed within the project as warranting a listing assessment must be completed during the project, but due to time limitations only a sub-set will be presented to the TSSC by the Department during the time period, and then go out for a public consultation phase. Service Provider(s) will be responsible for responding to comments received during the project term, but not comments received after the conclusion of the project. After project conclusion, the Department will be responsible for submitting the draft conservation advices to the TSSC and implementing the public consultation phase.
8. A Listing Assessment and Conservation Advice Quality Controller (See personnel requirements) must be appointed as part of the project team to coordinate the delivery of and amendments to conservation advices, working closely with identified leads in the Department and TSSC who will provide guidance.
9. Once conservation advices and listing assessments are agreed by the TSSC, species and ECs will be added to the Proposed Priority Assessment List (PPAL) of nominations for consideration by the Minister for the Environment. The Minister will determine a Finalised Priority Assessment List (FPAL) and the conservation advice (which includes the listing assessment) will be subject to the standard requirements of listing nominations, including public consultation on the document. The Department will be responsible for adding species and ECs to the PPAL and FPAL.
10. Service Provider(s) will work with the Department on any post-consultation amendments for those conservation advices that do go out to public consultation during the project term, and the final conservation advice and TSSC recommendation will be provided to the Minister for the Environment by the Department for a listing decision.
11. Evaluation Criteria will be assessed in accordance with the RFT and the following:
12. Tenderers may submit proposals for one or more groups, with an individual proposal to be submitted for each group, and which will be evaluated separately.
13. SEAP groups are:

* Plants Group 1 – Non NSW endemics and species across states (Attachment A);
* Plants Group 2 – NSW endemics north (Attachment B);
* Plants Group 3 – NSW endemics south (Attachment C);
* Lizards and snakes (Attachment D);
* Freshwater fish (Attachment E);
* Freshwater turtles (Attachment F);
* Frogs (Attachment G);
* Terrestrial mammals (Attachment H); and
* Rainforests and wet forests of south-east Australia (see item 2.4) (Attachment I).

1. Successful Tenderers will be engaged to provide Services for one or more groups according to either of the two SEAP groups set out in this Statement of Requirement. They are:
2. Species SEAP statement of requirement (applicable to the plants (note there are three separate plant groups); lizards and snakes; freshwater fish; freshwater turtles; frogs; and terrestrial mammals SEAPs). See section 2.3.
3. Ecological communities SEAP statement of requirement (applicable to the [south-eastern](http://www.environment.gov.au/water/cewo/catchment/northern-unregulated-rivers/monitoring) mainland Australia temperate and subtropical rainforests and wet forests communities). See section 2.4.
4. For the purpose of this RFT, the Department anticipates that an estimated budget of $80,000 - $450,000 (exclusive of GST) per SEAP group is available over the project term to implement a species or EC SEAP, depending on the size and complexity of the SEAP.
   1. Species SEAP statement of requirement

For each individual species SEAP category, the following is required:

Stage One – Preliminary assessment, agreement of Listing Assessment Sequencing Plan and delivery of pilot conservation advices.

1. Attend an inception meeting with the Department to discuss the project, agree on any changes proposed to the Initial Species List, agree to up to ten species for which pilot preliminary assessments will be drafted, and agree to three entities for which pilot conservation advices will be drafted, simultaneous to the preliminary assessment of all other species in the SEAP category.
2. Conduct a desktop assessment on up to ten agreed entities using the Preliminary Assessment Spreadsheet template provided (see Attachment J). **Nb. IUCN guidelines(Version 14 - Aug 2019) –** [**http://cmsdocs.s3.amazonaws.com/RedListGuidelines.pdf**](https://aus01.safelinks.protection.outlook.com/?url=http%3A%2F%2Fcmsdocs.s3.amazonaws.com%2FRedListGuidelines.pdf&data=04%7C01%7CLeonie.Brettell%40environment.gov.au%7C3a818c385ce5434062d708d8ece7530b%7C78f05d85d6b34eeba5c3948d2dcdae8a%7C0%7C0%7C637519825558515441%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C1000&sdata=NGoHr%2BaAdFrAgdUgsGuvJ7EQBI1kHqDO7Wl1LPXD%2FP8%3D&reserved=0)**. will be used for preliminary assessments. Ensure every IUCN criterion is completed where data allows. The Australian Biological Resources Study (ABRS) must be consulted if any taxonomic changes to the Initial Species List are sought.**
3. Submit draft preliminary assessments to the Department for up to ten entities. Feedback on these pilot assessments will be provided to assist with further preliminary assessments.
4. Conduct a desktop preliminary assessment of all species in the Initial Species List to determine indicative listing outcomes using the Preliminary Assessment Spreadsheet template provided (see Attachment J). The Listing Assessment Sequencing Plan Template (Attachment K) provides a method for developing the draft Listing Assessment Sequencing Plan. **Nb. IUCN guidelines(Version 14 - Aug 2019) –** [**http://cmsdocs.s3.amazonaws.com/RedListGuidelines.pdf**](https://aus01.safelinks.protection.outlook.com/?url=http%3A%2F%2Fcmsdocs.s3.amazonaws.com%2FRedListGuidelines.pdf&data=04%7C01%7CLeonie.Brettell%40environment.gov.au%7C3a818c385ce5434062d708d8ece7530b%7C78f05d85d6b34eeba5c3948d2dcdae8a%7C0%7C0%7C637519825558515441%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C1000&sdata=NGoHr%2BaAdFrAgdUgsGuvJ7EQBI1kHqDO7Wl1LPXD%2FP8%3D&reserved=0)**. will be used for preliminary assessments. Ensure every IUCN criterion is completed where data allows. The Australian Biological Resources Study (ABRS) must be consulted if any taxonomic changes to the Initial Species List are sought.**
5. Group all species recommended for a listing assessment into proposed priority tranches with start and end dates suggested by the Service Provider(s) and within the project term, based on the indicative listing outcomes in the Preliminary Assessment Spreadsheet (Attachment J), using prioritisation criteria provided in the Listing Assessment Sequencing Plan Template (Attachment K). Record this information in the Preliminary Assessment Spreadsheet using columns BJ (*Assessment priority tranche*) and BK (*Priority tranche reason*) to indicate the proposed groupings and timings for drafting and delivery of listing assessments. This prioritisation process will form the basis of the Listing Assessment Sequencing Plan (Attachment K).
6. Draft a Listing Assessment Sequencing Plan using the template provided (Attachment K) to capture outcomes from the Preliminary Assessment Spreadsheet (Attachment J).
7. Consider if any fieldwork is likely to be required at Step 2 for individual species to enable the drafting of the listing assessment and development of a conservation advice and this should be identified in the tender response. It is important to note that if it is determined for a species through the preliminary assessment that it is to either be de-listed, or listed as extinct only the listing assessment is undertaken and it becomes a stand-alone listing advice. No conservation advice is required.
8. Submit draft Listing Assessment Sequencing Plan (Attachment K), including the Preliminary Assessment Spreadsheet (Attachment J), to the Department for consideration.
9. Simultaneous to the development of the draft Listing Assessment Sequencing Plan use the conservation advice template provided (Attachment L), and also refer to the examples provided (Attachment M) to develop pilot conservation advices and listing assessments for three species agreed in consultation with the Department at the inception meeting.
10. Quality Controller to submit three pilot conservation advices including the listing assessments to the Department for feedback and iterative development, enabling the Service Provider(s) to develop a detailed understanding of requirements.
11. Conduct a workshop with the Department, members of the Threatened Species Scientific Committee, state/territory representatives and other key stakeholders to agree to the final Listing Assessment Sequencing Plan. Please include costing breakdowns for both a face to face meeting, and a virtual meeting.
12. Finalise the Listing Assessment Sequencing Plan (Attachment K) to the satisfaction of the Department.

Stage Two – Development of listing assessments and conservation advices in agreed tranches.

1. Using the conservation advice template provided (Attachment L), and also referring to the examples provided (Attachment M), complete EPBC Act / Common Assessment Method (CAM) compliant conservation advices with included listing assessments for species in tranches as agreed in the final Listing Assessment Sequencing Plan. Any fieldwork likely required at this step should be identified in the tender response.
2. Service Provider(s) (Listing Assessment and Conservation Advice Quality Controller – see personnel Requirements) to submit draft conservation advices with listing assessments along with relevant data (see Data Requirements below) to the Department to inform Species Distribution Models (SDMs) and coordinate review. Review will include formal consideration by the TSSC and public consultation for a sub-set of species during the project term (submission to the TSSC and public consultation phase to be coordinated by the Department), and the remainder for review by the Department and project leads in the TSSC.
3. Service Provider(s) to iteratively amend conservation advices based on feedback provided and as agreed in consultation with the Department.

**Data Requirements (species)**

1. Provide point-data to inform Species Distribution Models (SDMs) and metadata on how any distribution modelling has been done. All data should where possible be Creative Commons by attribution or shareable with states and territories as a minimum. Data requirements are as follows:
   * 1. For species observation data, the Darwin Core international standard should be used to facilitate the sharing of information about biological diversity. Guidelines developed by the Department’s Geospatial and information Analytics team (GAIA) include a template and notes about metadata. There are many fields of information that could be captured, and the template highlights the minimum to make the data as useful as possible. More information is available at <http://www.environment.gov.au/about-us/environmental-information-data/information-policy>.
     2. Point data will be required by the Department to build distribution maps for species compatible with Departmental systems. For sensitive species, detailed location maps will not be made publicly available. Any data requirements, including mapping requirements for sensitive species, should be provided by Service Provider(s) as metadata.
     3. For any spatial data (including points) we require a minimum set of metadata attributes (survey methods, dates, lineage, use limitations, licence conditions and custodian details are the minimum requirements for us) in line with <https://www.anzlic.gov.au/resources/asnzs-iso-1911512015-metadata/>.
     4. Spatial data can be provided as CSV or excel spreadsheet (point data) or in ESRI GIS compatible formal (Shapefile or File geodatabase).
     5. In the context of the Biodiversity Data Repository (where all future Departmental biodiversity data would be stored), the Department ideally requires information such as habitat type and condition and floristics. Standards for these are still being developed in conjunction with the Terrestrial Ecosystem Research Network (TERN) and each state and territory will likely have their own set of standards, but a national classifications system that could be broadly applied is at: <http://www.environment.gov.au/land/publications/australian-vegetation-attribute-manual-v6/section-three-attributes-4>.
     6. For any derived species distribution models, a number of Department requirements include intact data which has informed the SDM; documentation of methods; information about other spatial environmental layers; and assumptions to make the model repeatable and updateable. Feng X, Park DS, Walker C, Peterson AT, Merow C, Papeş M. A checklist for maximizing reproducibility of ecological niche models. Nat Ecol Evol. 2019 Oct;3(10):1382-1395. doi: 10.1038/s41559-019-0972-5. Epub 2019 Sep 23. PMID: 31548646 provides a comprehensive standard for model metadata.

Stage three – Project finalisation

1. Ensure all data has been stored, shared and provided according to Data Requirements outlined in the Statement of Requirements.
2. Deliver final report to the Department for publication on the Department’s website. The basis of the final report is the Listing Assessment Sequencing Plan. The Plan will be built upon to include the expenditure of project funding, details on the species identified through the listing assessment sequencing plan and their current and likely EPBC Act listing status, stage of the listing assessment and conservation advice, number of conservation advices developed, lessons learned (e.g., key data gaps), and details on how data has been collected, stored and shared (outlining how the data requirements have been met).

Personnel Requirements for Species SEAP

1. Tenderers should demonstrate the capacity and expertise necessary to deliver conservation advices and listing assessments for all species in the individual groups. This includes relevant expertise and experience in the taxonomic group, application of EPBC Act threatened listing criteria and International Union for Conservation of Nature (IUCN) parameters for listing assessments, and the drafting of CAM compliant listing assessments and conservation advices. There is no limit to the size of project teams, however personnel with relevant skills and experience must be specified in the tender response for the following three specific roles:
   * 1. Species SEAP – Team Leader. The team leader is responsible for coordination and delivery of the Species SEAP, including managing communication between the Service Provider and Department. Core skills and experience include; a proven track record and detailed experience in project management of complex projects with delivery of the services within defined timelines, and the ability to liaise and engage with a range of stakeholders to achieve outcomes.
     2. Listing Assessment and Conservation Advice Quality Controller. The quality controller is a key point of contact between the Department and Service Provider, responsible for coordinating the timely delivery of conservation advices and ensuring conservation advices and associated listing assessments meet project requirements. Core skills and experience include demonstratable expertise in the application of the EPBC Act and IUCN criteria for listing assessments, relevant taxonomic expertise, understanding of the EPBC Act legislative framework, attention to detail, and demonstrated experience delivering complex scientific projects on time.
     3. Data and Mapping Quality Controller This person is responsible for ensuring all data requirements are met as per 2.3(n) and will liaise between the Service Provider and Department regarding data collection and mapping, including ensuring the Department’s GIS and mapping team (GAIA) are well informed and regularly consulted.

Depending on the size of the SEAP group and number of conservation advices to be delivered the above roles may be delivered by one person, or up to three individual people (commensurate with the timely delivery of conservation advices to a high quality standard, and proficient oversight of the data requirements in any resulting Agreement).

**Development of an Indigenous engagement plan**

1. Service Provider(s) must develop an Indigenous engagement plan for the relevant species SEAP, and demonstrate the capacity and expertise necessary to engage with Traditional Owners to achieve the following three specific outcomes:
   * 1. Consider how traditional Indigenous knowledge will be obtained and included in the listing assessment process.
     2. Consider how Traditional ecological knowledge be incorporated into the Action section of the Conservation Advice.
     3. Culturally Significant Species are those significant to Traditional Owners. Service Provider(s) should identify these species, providing information on those that require more detailed discussion with Traditional Owners to appropriately inform the listing assessment and conservation advice.

To avoid multiple approaches to Indigenous organisations and groups, a collaborative approach between Service Provider(s) is expected.

Meaningful engagement with and outcomes for Traditional Owners are an important part of this tender. In developing the Indigenous Engagement Plan, you may wish to consider:

* Is the relevant species a Culturally Significant Species or Culturally Significant Entity – if unknown, further investigation is required.
  + The [Map of Indigenous Australia](https://aiatsis.gov.au/explore/map-indigenous-australia) may be a useful resource for geographical reference
  + [Aboriginal Plant Use – NSW Southern Tablelands](http://www.anbg.gov.au/apu/) and the [Tropical Indigenous Ethnobotany Centre](https://www.tiec.org.au/) are just two resources on plant species of significance to Traditional Owners.
* Does the project team include members who are experienced in Indigenous engagement, who have trusted and established relationships with Traditional Owners, or will you seek appropriate partnerships? These collaborators could include Indigenous organisations, Natural Resource Management agencies, and state and territory governments.
* How will the project be communicated to Traditional Owners and their voice captured in the Conservation Advice and used with their consent?
* Will an Indigenous researcher or post-doc be employed as part of the project team?
* What publicly available Traditional ecological knowledge and data will be included in the project and where will this be sourced?
* Are the timeframes for engagement realistic and culturally appropriate?
* Does the plan identify risks and how these will be managed (e.g. some Traditional Owner groups may feel they weren’t consulted, or that communication did not go through the correct channels)?
* What budget will be assigned to fulfil the Indigenous engagement plan?
  1. Ecological Communities SEAP statement of requirement

The Ecological Communities SEAP will analyse all temperate and subtropical rainforests and wet forests within south eastern mainland Australia and as outlined below, determine potential ecological communities. Please note that templates are not provided for outputs in section 2.4 Stage One A and Stage One B. The following is required:

Stage One A – Initial Definition and Assessment process – desktop analysis

1. Conduct a desktop analysis of all temperate and sub-tropical rainforests and wet forests within the IBRA bioregions listed below (the forests may extend into bordering IBRA bioregions, but should be predominantly located within the nominated bioregions to be included) and classify them into discrete ecological communities. Ecological communities need to be defined at a scale that will allow an assessment of their individual threat statuses, and be based on characteristics that enable ready identification and differentiation of the different ecological communities on the ground. The *Guidelines for Nominating and Assessing Threatened Ecological Communities* (<http://www.environment.gov.au/system/files/pages/d72dfd1a-f0d8-4699-8d43-5d95bbb02428/files/guidelines-ecological-communities.pdf>) provides guidance on defining ecological communities. Consideration will also need to be given to ensure proposed ecological communities can be differentiated from rainforests and wet forests already nationally listed as Threatened Ecological Communities (see <http://www.environment.gov.au/cgi-bin/sprat/public/publiclookupcommunities.pl>), or those already under assessment (see <http://www.environment.gov.au/biodiversity/threatened/assessments/fpal>). The IBRA bioregions are:

* South East Coastal Plain
* South Eastern Highlands
* Australian Alps
* South East Corner
* Sydney Basin
* NSW North Coast
* New England Tablelands
* Nandewar
* Brigalow Belt South
* South Eastern Queensland
* Brigalow Belt North
* Central Mackay Coast

1. Conduct a preliminary assessment of all forests identified to determine indicative listing outcomes using the EPBC Act criteria and the *Guidelines for Nominating and Assessing Threatened Ecological Communities* (<http://www.environment.gov.au/system/files/pages/d72dfd1a-f0d8-4699-8d43-5d95bbb02428/files/guidelines-ecological-communities.pdf>).
2. Draft a Preliminary Assessment Report based on the outcomes of the initial definition process and preliminary assessment. The Preliminary Assessment Report should include as a minimum for each ecological community:
   1. The proposed name of the ecological community;
   2. A brief description of the ecological community including:
      1. The key species;
      2. The geographic distribution and position in the landscape;
      3. The characteristic features that differentiate it from other ecological communities;
      4. It’s relationship to state ECs and/or mapping units.
   3. The estimated current extent of the ecological community, including:
      1. Proportion located within protected areas;
      2. Proportion located within the 2019-2020 fire area.
   4. Key threats to the ecological community;
   5. An indicative result of its eligibility under as many of the six EPBC listing criteria as possible, with a brief justification.
3. Agree with the Department on an EC Listing Assessment Sequencing Plan which will determine which candidate ECs progress to Stage Two.

Stage One B – Detailed Definition and Assessment process - workshops

1. Plan and conduct a workshop or workshops with a range of stakeholders to ensure that agreement is reached for each candidate EC on:

* EC definition and description, including key diagnostic characteristics;
* Appropriate condition classes and thresholds;
* Key threats;
* Proposed listing status under each EPBC criterion (IUCN ecosystem criteria may also be assessed); and
* Appropriate management actions.

Workshops will include subject-matter experts, non-Government stakeholders and relevant state and Commonwealth government stakeholders. Departmental officials will be consulted during the planning stages to ensure suitable participants and content is included. Ensure enough information is collected at workshops to inform drafting of listing assessments and conservation advices for each EC.

Tenderers should include costing breakdowns for both face to face meetings, and virtual meetings.

Field visits to verify the practical application of the diagnostic characteristics and condition classes may be necessary as a part of these workshops. Any fieldwork likely required at this step should be identified in the tender response.

Stage Two – Listing assessments and conservation advices

1. Produce high quality draft listing assessments and conservation advices using the template provided at (Attachment N), and also refer to the examples provided (Attachment O) that meet EPBC Act requirements for review by the Threatened Species Scientific Committee and advice to the Minister. Amendment of these documents may be required based on the considerations of the TSSC until the assessments are provided to the Minister for a listing decision. Any fieldwork likely required at this step should be identified in the tender response.

**Data Requirements (Ecological Communities)**

1. Provide spatial data (polygon) of the indicative distribution. Where this includes ‘best matched vegetation mapping units’ or similar, information should be provided on which mapping units are included and how closely they match the EC definition. All data should be Creative Commons or shareable with states and territories as a minimum. Data requirements are as follows:
   * 1. Guidelines developed by the Department’s Geospatial and information Analytics team (GAIA) include a template and notes about metadata. There are many fields of information that could be captured, and the template highlights the minimum to make the data as useful as possible. More information is available at <http://www.environment.gov.au/about-us/environmental-information-data/information-policy>.
     2. Polygon data will be required by the Department to build generalised ‘may occur’ and ‘likely to occur’ distribution maps for the ecological communities, as well as undertake spatial analysis at a finer scale. Detailed location maps will not be made publicly available. Any data requirements, including mapping requirements for sensitive locations, should be provided by contractors as metadata.
     3. For any spatial data we require a minimum set of metadata attributes in line with <https://www.anzlic.gov.au/resources/asnzs-iso-1911512015-metadata/>. Metadata can be provided as CSV, excel or shapefile.

Stage Three – Project finalisation

1. Ensure all data has been stored, shared and provided according to Data Requirements outlined in the Statement of Requirements.
2. Deliver final report to the Department for publication on the Department’s website. The basis of the final report is the Preliminary Assessment Report and the EC Listing Assessment Sequencing Plan. These will be built upon to include the expenditure of project funding, details on the ECs identified through the Listing Assessment Sequencing Plan and their current and likely EPBC Act listing status, stage of the listing assessment and conservation advice, number of conservation advices developed, lessons learned (e.g., key data gaps), and details on how data has been collected, stored and shared (outlining how the data requirements have been met).

**Personnel Requirements for EC SEAP**

1. Tenderers will need to demonstrate the capacity and expertise necessary to deliver conservation advices and listing assessments for temperate and subtropical rainforests and wet forests within south eastern mainland Australia. This includes relevant expertise and experience in rainforest and wet forest ecology, application of EPBC Act threatened listing criteria, and the drafting of CAM compliant listing assessments and conservation advices. There is no limit to the size of project teams, however personnel with relevant skills and experience must be specified in the tender response for the following three specific roles:
   * 1. EC SEAP – Team Leader. The team leader is responsible for coordination and delivery of the EC SEAP, including managing communication between the Service Provider and Department. Core skills and experience include relevant taxonomic and ecological expertise with rainforests and wet forests, a proven track record and detailed experience in project management of complex projects with delivery of the services within defined timelines, and the ability to liaise and engage with a range of stakeholders to achieve outcomes.
     2. EC Listing Assessment and Conservation Advice Quality Controller. The quality controller is a key point of contact between the Department and Service Provider, responsible for coordinating the timely delivery of conservation advices and ensuring conservation advices and associated listing assessments meet project requirements. Core skills and experience include expertise in the application of the EPBC Act criteria for EC listings, relevant taxonomic / ecological expertise in relation to rainforests and wet forests, understanding of the EPBC Act legislative framework, attention to detail, and demonstrated experience delivering complex scientific projects on time.
     3. EC Data and Mapping Quality Controller This person is responsible for ensuring all data requirements are met as per 2.4(h) and will liaise between the Service Provider and Department regarding data collection and mapping, including ensuring the Department’s GIS and mapping team (GAIA) are well informed and regularly consulted.

Depending on the size of the SEAP category and number of conservation advices to be delivered the above roles may be delivered by one person, or up to three individual people (commensurate with the timely delivery of conservation advices to a high quality standard, and proficient oversight of the data requirements in any resulting Agreement).

**Development of an EC Indigenous engagement plan**

1. Service Provider(s) must develop an EC specific Indigenous engagement plan and demonstrate the capacity and expertise necessary to engage with Traditional Owners to achieve the following three specific outcomes:
   * 1. Consider how Traditional Indigenous knowledge will be obtained and included in the EC listing assessment process.
     2. Consider how Traditional ecological knowledge will be incorporated into the Action section of the Conservation Advice.
     3. Culturally Significant Entities (ecological communities or key species within) are those significant to Traditional Owners. Service Provider(s) should identify these ecological communities, providing information on those that require more detailed discussion with Traditional Owners to appropriately inform the listing assessment and conservation advice.

Further details on what you may wish to consider in developing an EC Indigenous Engagement Plan are highlighted in the text box at 2.3 in the Statement of Requirement.

To avoid multiple approaches to Indigenous organisations and groups, a collaborative approach between Service Provider(s) is expected.

1. Delivery Dates

The delivery date for completion of the Services outlined in this RFT is 30 June 2022.

The table below sets out indicative dates for the procurement and contacting activities to be undertaken for the SEAPs Project.

|  |  |
| --- | --- |
| **Activity** | **Indicative Date** |
| **Contracting** | |
| Negotiate and sign Agreement | June 2021 |
| Inception meeting to finalise initial species / IBRA region lists, pilot preliminary assessments, species for 3 pilot conservation advices. | June 2021 |
| **Stage One – Preliminary Assessment, agreement of Listing Assessment Sequencing Plan and delivery of pilot conservation advices** | |
| Indigenous Engagement Plan submitted | June – August 2021 |
| Species SEAPs: based on species lists provide indicative listing outcomes and draft a Listing Assessment Sequencing Plan. Complete pilot conservation advices for review. | June – September 2021 |
| ECs SEAP: based on the IBRA regions classify rainforests and wet forests of SE Australia into discrete ecological communities, provide indicative listing outcomes and draft a Listing Assessment Sequencing Plan | June – November 2021 |
| Species SEAPs: conduct a workshop to agree to the final Listing Assessment Sequencing Plan | By September 2021 |
| ECs SEAP: agree with the Department on the EC Listing Assessment Sequencing Plan | By November 2021 |
| **Stage Two – Development of Listing assessments and conservation advices in agreed tranches** | |
| Species SEAPs: High quality species listing assessments and conservation advices provided to the Department in agreed tranches | September 2021 – June 2022 |
| ECs SEAP: plan and conduct a workshop or workshops to refine the description and assessment for each candidate EC | December 2021 – June 2022 |
| ECs SEAP: Draft high quality EC listing assessments and conservation advices for provision to the TSSC | December 2021 – June 2022 |
| **Stage Three – Project Finalisation** | |
| Ensure all data requirements have been met, and a final report provided to the Department | June 2022 |

Schedule 2 – Tender Response Forms

Tenderers should ensure that their Tenders include each of the Tender Response Forms attached to this Schedule 2.

Please clearly identify in all of the Tender response documents which SEAPs Group you are submitting a Tender response for.

Note to Tenderers: Incomplete Tenders or a failure to provide a Tender Response Form(s) attached to this Schedule 2 may mean that the Tender is excluded from further consideration for incompleteness.

Attachment 1: Tenderer’s Details

Tenderers should provide full responses in completing the following information to enable the Department to clearly identify the entity responding to the RFT.

|  |
| --- |
| Full name of Tenderer (legal entity):  ABN: |
| Business name: |
| Tenderer’s Contact who is authorised to represent and legally bind the Tenderer (including name, address and other contact details):  Name:  Address:  Fax:  Email:  Phone: |
| If a company |
| The registered office: |
| The principal place of business: |
| The date and place of incorporation and the Australian Company Number: |
| Individual shareholders holding 20 per cent or more of any issued share capital: |
| Any related companies within the meaning of section 50 of the *Corporations Act 2001* (Cth): |
| If a trustee |
| Provide details of the relevant trust including a copy of the relevant trust deed (including any variations to that deed): |
| If a partnership |
| Provide details of the relevant partnership including a copy of the relevant partnership agreement: |
| Subcontractors |
| Please include a full explanation of any part of delivery of the Services which the Tenderer intends to subcontract to another entity, including the entity to which it intends to subcontract (and its ABN), the delivery component(s) the subcontractor would perform, any existing or past relationship between the subcontractor and any particular expertise or experience of the subcontractor. |
| Government Business Enterprise |
| Please identify if you are a government business enterprise for the purposes of relevant State, Territory or Commonwealth law. |
| Small and Medium Enterprises (SMEs) |
| Please identify if you are an SME. Under the Commonwealth Procurement Rules, an SME is an Australian or New Zealand firm with fewer than 200 full time equivalent (FTE) employees.  Further to this, please indicate if you have less than 20 FTE employees.  Yes No |

Attachment 2: Tenderer’s Deed

Tenderers must complete the Tenderer's Deed and include it in their Tender response (refer to paragraphs 7.1(b) and 9.3(a) of this RFT). Amendments may only be made where necessary to complete the Deed.

Note to Tenderers: This Attachment 2 is a Minimum Content and Format Requirement.

DEED POLL

Date: [Insert Date]

By: [Insert full legal name of Tenderer] (**Tenderer**)

1. Context and declaration
   * 1. The Tenderer declares that this deed poll (**Deed**) is for the benefit of the Commonwealth of Australia as represented by the Department of Agriculture, Water and the Environment ABN 34 190 894 983.
     2. This Deed is provided in connection with the request for tender in relation to [***INSERT details of RFT***] issued by the Department (**RFT**) and the tender submitted by the Tenderer in response to the RFT (**Tender**).
2. Interpretation

In this Deed, terms not otherwise defined have the meaning ascribed to them in the RFT.

1. Capacity and compliance with RFT
   * 1. The Tenderer represents that it has read and understood, and that its Tender is submitted in accordance with, the RFT.
     2. The Tenderer undertakes that it will continue to participate in the RFT process in accordance with the RFT and on the basis of its Tender.
     3. The Tenderer declares that it has the capacity to respond to the RFT by way of the Tender and there are no restrictions under any relevant law to prevent it from so responding.
2. Offer
   * 1. The Tender constitutes an offer (**Offer**) to provide the Services on the terms and conditions set out in the Draft Agreement, subject to any exceptions noted in its Statement of Compliance with the Draft Agreement submitted as part of its Tender. Accordingly, the Offer is capable of immediate acceptance by the Commonwealth so as to form a binding contract either immediately or, in the case of a deed of standing offer, as the Commonwealth requires for the term of that deed.
     2. The Offer remains open for acceptance by the Commonwealth for the Offer Period. The Tenderer undertakes not to withdraw, vary or otherwise compromise the Offer during the Offer Period.
     3. If directed by the Department, the Tenderer will execute an Agreement in the form set out in Schedule 3, subject to any amendments noted in the Tenderer’s Statement of Compliance with the Draft Agreement, without entering into further negotiation.
     4. To the extent that the Tender does not include complete information relating to matters required for the completion of the Draft Agreement, the Commonwealth may complete the Draft Agreement at its reasonable discretion, and the Tenderer shall execute the resultant Agreement.
3. Confidentiality and announcements
   * 1. The Tenderer will not, and will ensure that its employees, agents or subcontractors do not, either directly or indirectly record, divulge or communicate to any person any confidential information concerning the affairs of the Department, the Commonwealth or a third party acquired or obtained in the course of preparing a Tender, or any documents, data or information provided by the Department and which the Department indicates to Tenderers is confidential or which Tenderers know or ought reasonably to know is confidential.
     2. The Tenderer will not make any public announcements concerning the Services or any other matter arising out of the RFT process (including the acceptance or refusal of the Tender) for publication in any media without the prior written approval of the Department.
4. Ethical Dealing
   * 1. The Tenderer represents that its Tender has been compiled without the improper assistance of any current or former Department officer, employee, contractor or agent and without the use of information obtained unlawfully or in breach of an obligation of confidentiality to the Department.
     2. The Tenderer represents that it has not:
        1. engaged in misleading or deceptive conduct in relation to its Tender or the RFT process;
        2. engaged in any collusive tendering, anti-competitive conduct, or any other unlawful or unethical conduct with any other tenderer, or any other person in connection with the preparation of their Tender or the RFT process;
        3. attempted to solicit information from or influence improperly any current or former officer, employee, contractor or agent of the Department, or violate any applicable laws or Commonwealth policies regarding the offering of inducements in connection with the RFT process, including the *Lobbying Code of Conduct 2013*, published by the Department of the Prime Minister and Cabinet; or
        4. otherwise acted in an unethical or improper manner or contrary to any law.
5. Conflict of Interest
   * 1. The Tenderer represents that, having made all reasonable enquiries:
        1. there is no conflict of interest, risk of a conflict of interest, or potential conflict of interest arising through the Tenderer, a subcontractor or any of their personnel (or any of their immediate family, relatives, business partners, associates or friends) engaging in any activity or obtaining any interest that is likely to or may appear to impair, interfere with or restrict the Tenderer or a subcontractor in providing the Services diligently, fairly and independently;
        2. to the best of its knowledge, the Tenderer, subcontractors and their personnel do not have a relationship (whether professional, commercial or personal) with any of the Department’s personnel (including its advisors and contractors) involved in the evaluation of Tenders; and
        3. the Tenderer and subcontractors do not have a relationship with, or obligations to, an organisation which would affect the potential provision of the Services or would bring disrepute to or embarrass the Department,

other than as set out below:

[Insert list or, where no conflict exists, write ‘none’]

* + 1. The Tenderer undertakes to advise the Department in writing immediately upon becoming aware of any actual or potential conflicts of interest in respect of the RFT, its Tender or the provision of the Services.

1. Employee entitlements

The Tenderer represents that, having made all reasonable enquiries, as at the date of this Deed, it is not subject to any judicial decisions relating to employee entitlements (not including decisions under appeal) for which claims have not been paid.

1. *Workplace Gender Equality Act 2012* (Cth)

Under Commonwealth procurement policy, tenderers are obliged to indicate whether or not their organisation is covered by the *Workplace Gender Equality Act 2012* (Cth) (the **WGE Act**). A tenderer is covered by the WGE Act if it is a ‘relevant employer’, defined as being a non-public sector employer (including higher education institutions, trade unions and not-for-profit organisations) of 100 or more employees in Australia. For information about the coverage of the WGE Act, contact the Workplace Gender Equality Agency on (02) 9432 7000.

      Yes, the Tenderer is a relevant employer. Attached is a current letter of compliance as part of this Tender which indicates the Tenderer’s compliance with the WGE Act.

      Yes, the Tenderer is a relevant employer. If successful in the RFT process, the Tenderer will be providing a current letter of compliance prior to entry into any Agreement with the Commonwealth resulting from this RFT process.

No, the Tenderer is not a relevant employer.

1. Employee entitlements and work health and safety

The Tenderer represents the following:

* + 1. the Tenderer has had \_\_\_\_\_\_ [NIL or specify number] adverse Court or Tribunal decision(s) for a breach of workplace relations law, WHS Law or workers' compensation law in the three years preceding the release date of this RFT;

Note to Tenderers: in the following paragraphs (b) and (c) strike through whichever option does not apply. If the response to paragraph (a) above is NIL, go to paragraph (d) below.

* + 1. the Tenderer has fully complied, or is fully complying, with all penalties or orders arising from any Court or Tribunal decisions;

OR

* + 1. the Tenderer has not fully complied with, or is currently not fully complying with \_\_\_\_\_ [insert number] of the penalties or orders arising from the Court or Tribunal decisions and has provided as part of its Tender information about each of these penalties or orders;

Note to Tenderers: Tenderers must provide additional information about each decision declared above. Tenderers should note that they will not be eligible for further consideration for this procurement if they have not fully complied with, or are not fully complying with, any Court or Tribunal decision, or have not appealed the decision prior to the end of the appeal period.

* + 1. the Tenderer declares that it understands its obligations under all applicable workplace relations laws, WHS Laws and workers' compensation laws. The Tenderer undertakes to comply with all of these obligations for the term of any Agreement resulting from this RFT; and
    2. if at any time prior to entry into an Agreement with the preferred tenderer(s) arising from this RFT, any information provided in this Deed changes, the Tenderer agrees to advise the Department of that change within 7 calendar days.

1. Terrorism

The Tenderer warrants that the Tenderer, its personnel and proposed subcontractors are not named on the list of persons and entities designated as terrorists under section 15 of the *Charter of the United Nations Act 1945* (Cth). A consolidated list of such persons, entities and associated assets is maintained by the Commonwealth Department of Foreign Affairs and Trade under the *Charter of the United Nations (Dealing with Assets) Regulations 2008* (Cth).

1. Illegal Workers

The Tenderer acknowledges that the Department has a policy that it will not enter into an Agreement with suppliers engaging Illegal Workers and confirms that it has not and will not engage any Illegal Workers.

1. Privacy

The Tenderer acknowledges that it is Department policy to ensure that there is no loss of privacy protection when the Commonwealth contracts for the supply of goods, services or works. The Tenderer acknowledges that the provisions of the Draft Agreement require the relevant supplier to comply with the *Privacy Act 1988* (Cth), and the obligations set out in the Australian Privacy Principles made under that Act.

1. Acknowledgements by Tenderer
   * 1. The Tenderer acknowledges that:
        1. it has read clause 11.1(b) of the RFT which recommends that tenderers should obtain legal and other professional advice on the RFT and its requirements, including in respect of its potential rights and obligations under the Draft Agreement;
        2. the RFT does not include any investment, accounting, financial, legal or tax advice; and
        3. the RFT has been prepared for the sole use of tenderers in deciding whether to proceed with a tender or to undertake further investigation about the opportunity to provide the Services. Neither the information in the RFT nor any other information provided to tenderers by the Department, its officers, agents or advisers contains or purports to contain all information that an interested tenderer would desire or require to assess the opportunity to provide the Services.
     2. The Tenderer acknowledges and agrees that:
        1. the RFT is an invitation to submit an offer to provide the Services;
        2. other than this Deed, no binding contract (including a process contract) or other understanding (including any form of contractual, quasi-contractual, restitutionary rights, or rights based upon similar legal or equitable grounds) will exist between the Department and a tenderer unless and until any resulting Agreement is signed by the Department and a successful tenderer;
        3. the Department, its officers, employees, agents and advisers:
           1. are not, and will not be, responsible or liable for the accuracy, currency, reliability or completeness of any information provided to tenderers;
           2. make no express or implied representation or warranty that any estimate or forecast will be achieved or that any statement as to future matters will prove correct;
           3. expressly disclaim any and all liability arising from all information provided to tenderers including errors in, or omissions contained in, the information;
           4. except so far as liability under any statute cannot be excluded, accept no responsibility arising in any way from errors in, or omissions from, the RFT or any information provided to tenderers or in negligence;
           5. do not represent that they apply any expertise which can be relied upon by any tenderer or any other interested party;
           6. have no responsibility to inform any tenderer of any matter arising or of which they become aware which may affect or qualify any information provided to tenderers as part of the RFT process; and
           7. assume no duty of disclosure or fiduciary duty to any interested party;
           8. to the extent permitted by law, none of the Department or its officers, employees or advisers will be liable to any person or body for any loss, damage, claim, cost or expense of any nature arising in any way out of or in connection with the statements, opinions, projections, forecast or other representations, actual or implied, contained in or omitted from the RFT or by reason of any reliance on them by any person or body; and
           9. to the extent permitted by law, none of the Department or its officers, employees or advisers will be liable to any tenderer on the basis of promissory estoppel, quantum meruit or any other 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 in relation to or incidental to a tenderer's participation in the RFT process, including instances where:

a tenderer is not engaged to undertake the provision of the Services;

the Department decides not to enter into a contract, deed or other arrangement with the Tenderer;

the Department exercises or fails to exercise any of its other rights under or in relation to the RFT (whether or not the Department has informed the Tenderer of its exercise of the rights);

the Tender or any other material or communication relevant to the RFT is not received in time, is corrupted or altered or otherwise is not received as sent, cannot be read or decrypted, or has its security or integrity compromised; or

the Department makes information available or provides information to a tenderer in relation to projected future, current or historical requirements.

1. Consents

The Tenderer:

* + 1. consents to and authorises the Department to undertake such security, probity and/or financial investigations as the Department may determine are necessary in relation to the Tenderer, its partners, associates, subcontractors or related entities, and their officers or employees;
    2. agrees to provide, at its cost, all such reasonable assistance to the Department in this regard; and
    3. agrees to the public disclosure of the name and details of any subcontracts and any subcontractors and acknowledges responsibility to obtain the subcontractor's agreement to the disclosure of this information.

1. Survival

This Deed survives the RFT process.

1. Governing law

This Deed is governed by, and is to be construed in accordance with, the law in force in the Australian Capital Territory and the Tenderer irrevocably and unconditionally submits to the non-exclusive jurisdiction of the Courts of that jurisdiction.

**EXECUTED AS A DEED POLL for the benefit of the Commonwealth of Australia**

Dated this [insert day] day of [insert month] 2021

Note to Tenderers: Please use the correct execution block below to execute the Deed Poll and delete the execution block not applicable.

Execution block for Individuals or organisation not incorporated under the *Corporations Act 2001* (Cth).

|  |  |  |
| --- | --- | --- |
| SIGNED SEALED AND DELIVERED by [Insert name of Tenderer] by its duly authorised representative: |  | in the presence of |
| Name of signatory |  | Name of witness |
| Signature |  | Signature of witness |
| Date |  | Date |

Execution block for companies incorporated under the *Corporations Act 2001* (Cth).

|  |  |  |
| --- | --- | --- |
| **Executed** by[Insert corporation name]ACN [Insert ACN number] in accordance with section 127 of the *Corporations Act 2001* (Cth) by: | )  )  )  )  ) |  |
| Signature of Director |  | Signature of Director/Secretary |
| Print name of Director |  | Print name of Director/Secretary |

Attachment 3: Services Delivery

Tenderers should explain in detail how they would provide the Services to meet the high standards required by the Department, including the procedures and processes it would implement to manage the provision of the Services. Tenderers are also referred to the Statement of Requirement.

Tenderers should provide a proposal that outlines how they will develop high quality EPBC Act listing assessments and conservation advices for species or ecological communities within the timeframes set out in this RFT. **Please provide a succinct response, no more than six pages for Attachment 3: Services Delivery.**

Tenderers should consider the Evaluation Criteria in **7.1 Tender response requirements** and the requirements for the **SEAPs Project detailed in Schedule 1 – Statement of Requirement and 2.3 Species SEAP statement of requirement and 2.4 Ecological communities SEAP statement of requirement.**

Note to Tenderers: The Department reserves the right not to consider any information provided in excess of the recommended page limit.

Attachment 4: Tenderer's Experience

Tenderers should demonstrate their experience and capacity to develop listing assessments and conservation advices for relevant species or ecological communities. **Please provide a succinct response, no more than five pages for Attachment 4: Tenderer’s Experience.**

Tenders should include specific reference to Evaluation Criterion 2 (Tenderer’s experience) and to the "Matters for Tenderer Consideration" in **paragraph 7.1(c)** and provide details of the Tenderer's past performance and experience in relation to these.

Tenderers should also consider **SEAPs Project detailed in Schedule 1 – Statement of Requirement: Personnel Requirements for Species and EC SEAPs.**

Tenderers should provide contact details for at least two recent clients of the Tenderer who are prepared to act as referees and a short description of the relationship of the Tenderer to each referee and a description of the services supplied by the Tenderer to each referee.

Note to Tenderers: The Department reserves the right not to consider any information provided in excess of the recommended page limit.

Attachment 5: Tenderer’s Management Capability and Key Personnel

Tenderers should provide details about their management capability.

Tenders should include specific reference to Evaluation Criterion 3 (Tenderer’s management capability and key personnel) and refer to the "Matters for Tenderer Consideration" in **paragraph 7.1(c)** and provide details demonstrating its management capability.

Tenderers should also consider **SEAPs Project detailed in Schedule 1 – Statement of Requirement: Personnel Requirements for Species and EC SEAPs.**

Tenderers should also provide information regarding any key personnel who would perform the Services, including the skills, experience and qualifications of those personnel. Namely, three personnel; a Species or EC Team Leader, Listing Assessment and Conservation Advice Quality Controller and a Data and Mapping Quality Controller for each SEAP as set out in Schedule 1 – Statement of Requirement.

Please provide CVs for every person (please limit to two A4 pages each) who will be part of the SEAPs delivery Team.

Attachment 6: Price Schedule

Tenderers **must** complete and return this Attachment 6 with its Tender, substantially in the form provided in this Attachment 6.

All prices **must** be quoted in Australian dollars.

Note to Tenderers: This Attachment 6 is a Minimum Content and Format Requirement.

Tenderers’ proposed price for is as follows:

Note to Tenderers: If the Tender does not relate to a Species SEAPs do not complete paragraph 1 below.

1. For Tenderers responding to the Species SEAPs
2. A fixed breakdown of costs associated with the delivery of the Stage One Services.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Item | | Price (Ex GST) | GST Component | Total Value (Inc GST) |
| Attend inception meeting to discuss project and agree on Initial Species List | Face to face |  |  |  |
| Virtual |  |  |  |
| Complete pilot preliminary assessments | |  |  |  |
| Complete the Preliminary Assessment Spreadsheet | |  |  |  |
| Deliver an Indigenous engagement plan (include detailed costs for delivery of engagement plan) | |  |  |  |
| Produce a draft Listing Assessment Sequencing Plan | |  |  |  |
| Conduct a workshop with a range of stakeholders to finalise the Listing Assessment Sequencing Plan | Face to face |  |  |  |
| Virtual |  |  |  |
| Provide 3 pilot listing assessments and conservation advices | |  |  |  |
| Organise and attend regular (monthly) teleconferences with Department staff | |  |  |  |
| Other Items | |  |  |  |

1. A capped breakdown of costs associated with the delivery of the Stage Two Services. Please note that this includes completion of high quality draft listing assessments and conservation advices for either:
   1. all eligible species identified at Stage One by 30 June 2022, or
   2. the number of listing assessments and conservation advices which the Tenderer can deliver by 30 June 2022.

Completion of high quality draft listing assessments and conservation advices should occur in priority order as per the prioritisation principles in the Listing Assessment Sequencing Plan template (Attachment K). (A subset of these drafts will require amendment based on review by the Threatened Species Scientific Committee and advice to the Minister for the Environment before 30 June 2022).

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Item | Number | Price (Ex GST) | GST Component | Total Value (Inc GST) |
| Deliver draft listing assessments and conservation advices |  |  |  |  |
| * High quality conservation advices (including listing assessment and conservation advices including data from fieldwork) |  |  |  |  |
| * Listing assessments only (for species delisting or addition of species in the Extinct category). |  |  |  |  |
| * Number of species requiring fieldwork, and overall cost of just the fieldwork component |  |  |  |  |
| Provision of data as per data requirements |  |  |  |  |
| Organise and attend regular (monthly) teleconferences with Department staff |  |  |  |  |
| Other items |  |  |  |  |

1. A fixed breakdown of costs associated with the delivery of the Stage Three Services.

|  |  |  |  |
| --- | --- | --- | --- |
| Item | Price (Ex GST) | GST Component | Total Value (Inc GST) |
| Deliver final report on project |  |  |  |
| Other items |  |  |  |

1. Daily personnel rates schedule for the key personnel involved in the SEAPs species project, and including the Species Team Leader, Listing Assessment and Conservation Advice Quality Controller and Data and Mapping Quality Controller. The rates provided will be:

* Considered in the value for money assessment; and
* May be used by the Department to support negotiations around cost in finalising the Agreement.

In accordance with paragraph 8.1(d) of the RFT, tendered prices are taken to be inclusive of GST.

Each species SEAP will be contracted until 30 June 2022. At this stage, extension options will not be offered to successful tenderers.

Note to Tenderers: If the Tender does not relate to a Ecological Communities SEAPs do not complete paragraph 2 below.

1. For the Ecological Communities SEAP
2. A fixed breakdown of costs associated with the delivery of the Stage One Services.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Item | | Price (Ex GST) | GST Component | Total Value (Inc GST) |
| Attend inception meeting to discuss project | Face to face |  |  |  |
| Virtual |  |  |  |
| Conduct a desktop analysis of all rainforests and wet forests within the named IBRA bioregions and classify them into discrete ECs | |  |  |  |
| Undertake a preliminary assessment of the potential ECs | |  |  |  |
| Produce a Preliminary Assessment Report and EC Listing Assessment Sequencing Plan | |  |  |  |
| Plan and conduct ECs definition and assessment workshop/s ensuring that agreement is reached for each candidate EC (Identify how many workshops have been included in costs) | Face to face |  |  |  |
| Virtual |  |  |  |
| Organise and attend regular (monthly) teleconferences with Department staff | |  |  |  |
| Other items | |  |  |  |

1. A capped breakdown of costs associated with the delivery of the Stage Two Services. Please note that this includes completion of high quality draft listing assessments and conservation advices for either:
2. all eligible ECs identified at Stage One by 30 June 2022, or
3. the number of EC listing assessments and conservation advices which the Tenderer can deliver by 30 June 2022.

Completion of high quality draft listing assessments and conservation advices should occur in priority order as per those most imperilled and likely to meet the EPBC Act criteria for Critically Endangered and Endangered first. (A subset of these drafts will be provided for review by the Threatened Species Scientific Committee and advice to the Minister for the Environment before 30 June 2022).

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Item | Number | Price (Ex GST) | GST Component | Total Value (Inc GST) |
| Deliver high quality draft listing assessments and conservation advices for eligible ECs |  |  |  |  |
| Provision of data as per Departmental requirements |  |  |  |  |
| Organise and attend regular (monthly) teleconferences with Department staff |  |  |  |  |
| Other items |  |  |  |  |

1. A fixed breakdown of costs associated with the delivery of the Stage Three Services.

|  |  |  |  |
| --- | --- | --- | --- |
| Item | Price (Ex GST) | GST Component | Total Value (Inc GST) |
| Deliver final report on project |  |  |  |
| Other items |  |  |  |

1. Daily personnel rates schedule for the key personnel involved in the SEAPs EC project, and including the EC Team Leader, Listing Assessment and Conservation Advice Quality Controller and Data and Mapping Quality Controller. The rates provided will be:

* Considered in the value for money assessment; and
* May be used by the Department to support negotiations around cost in finalising the Agreement.

In accordance with paragraph 8.1(d) of the RFT, tendered prices are taken to be inclusive of GST.

Each EC SEAP will be contracted until 30 June 2022. At this stage, extension options will not be offered to successful tenderers.

Attachment 7: Financial Viability Questionnaire

Tenderers should complete the following questionnaire and provide sufficient information to enable the Department to determine the financial viability of the Tenderer. Tenderers should provide explanations of areas not addressed or items not provided.

**Financial Information**

|  |  |  |
| --- | --- | --- |
| **Item** | | **Attached** |
| Audited financial statements including a copy of the auditor’s statement | | Yes/No |
| Most recent annual report | | Yes/No |
| Copy of certificate of currency for public liability insurance | | Yes/No |
| Copy of certificate of currency for workers compensation insurance | | Yes/No |
| Copy of certificate of currency for professional indemnity insurance | | Yes/No |
| Details of any petitions, claims, actions, judgements, or decisions, etc. which may adversely affect your performance of any resulting Agreement. | | Yes/No |
| The operating entity is:  (*Please ~~strikethrough~~ non-applicable types*.) | Sole Trader Partnership Association Company Trust Government. | |
| The operating entity has been in business for:  (*Please ~~strikethrough~~ non-applicable periods*.) | Less than 12 months 1–2 years 2–4 years 4–6 years 6–8 years longer than 8 years. | |

Attachment 8: Statement of Compliance with Draft Agreement

Tenderers submit their Tenders on the basis that they comply with all requirements of the RFT. In the case of the Draft Agreement, Tenderers’ compliance is subject to any exceptions noted in their response to this Schedule.

Tenderers should indicate compliance with each provision of the Draft Agreement including all schedules and attachments, taking into account any amendments to those provisions that may have been issued by the Department during the RFT process. Tenderers should note that the extent of non-compliance will be a factor in the evaluation process. The compliance statement will form the basis for any contract negotiations that may occur with a Tenderer.

In respect of the compliance statement, Tenderers should indicate their level of compliance with each provision using one of the terms “complies”, “does not comply”, “partially complies” and “not applicable”. These terms have the following meanings:

|  |  |
| --- | --- |
| **complies** | means that the Tenderer will comply without amendment |
| **does not comply** | means that the Tenderer will not comply without amendment |
| **partially complies** | means that the Tenderer will comply partially and that some amendment is required |
| **not applicable** | means that the provision does not apply to the Tenderer or is to be completed (e.g. the schedule item dealing with fees). |

The Tenderer will be taken to be and assessed as compliant with any provision, schedule or attachment which it does not list in the compliance statement. Tenderers may group provisions where the response is the same for each of those provisions. For example ‘Paragraphs 3.1 to 3.15 – Does Not Comply’, or ‘Schedule 1 - Complies’.

Where a Tenderer does not comply or only partially complies with a provision, the extent of non-compliance should be stated in full in the compliance statement. In this case, the Tenderer should then provide:

specific reasons for the partial or non-compliance; and

specific language of any proposed amendments, including any deletions or additional provisions.

Tenderers should also include in their compliance statement any request that information provided as part of their Tender be treated as confidential following the award of any Agreement to it.

The Department will only keep information contained in, or obtained or generated in performing, any Agreement entered into with the successful Tenderer confidential in accordance with the terms of the relevant Agreement. Tenderers should include below any request for such information to be treated as confidential following the award (if any) of an Agreement to it.

In considering whether to agree to keep information confidential under any resultant Agreement , the Department will have regard to the matters covered by, and criteria noted in the ‘Buying for Australian Government)’ website maintained and updated by the Department of Finance from time to time, (accessible at <http://www.finance.gov.au/procurement/procurement-policy-and-guidance/buying/contract-issues/confidentiality-procurement-cycle/practice.html>). The following format should be used in completing the compliance statement:

**Compliance with Draft Agreement**

|  |  |  |
| --- | --- | --- |
| **Paragraph / schedule / attachment** | **Nature of compliance** | **Proposed wording of any amendment to the provision** |
|  |  |  |
|  |  |  |
|  |  |  |

## Request to keep Information Confidential

* + 1. Information to be contained in any resulting Agreement:

|  |  |  |
| --- | --- | --- |
| **Item** | **Period of Confidentiality** | **Reason why it is necessary to keep information confidential** |
|  |  |  |
|  |  |  |
|  |  |  |

Information obtained or generated in performing any resulting Agreement:

|  |  |  |
| --- | --- | --- |
| **Item** | **Period of Confidentiality** | **Reason why it is necessary to keep information confidential** |
|  |  |  |
|  |  |  |
|  |  |  |

Attachment 9: Confidential Information

The Tenderer may specify below what information (if any) it requests to be treated as confidential under the Agreement (if any), should it be the successful Tenderer, giving reasons why it is necessary to keep the information confidential information.

The Tenderer should have regard to the matters identified in the Department of Finance's "Confidentiality throughout the Procurement Cycle Principles", available at <https://www.finance.gov.au/government/procurement/buying-australian-government/confidentiality-throughout-procurement-cycle>

| **Information the Tenderer proposes as Confidential Information** | **Reason(s)** | **Proposed period of confidentiality** |
| --- | --- | --- |
|  |  |  |
|  |  |  |

Attachment 10: Commonwealth Policy Requirements

The Tenderer should indicate below how and/or the extent to which it will comply with Commonwealth policies.

| **Requirement** | **Tenderer's Response** |
| --- | --- |
| Modern Slavery Act 2018 |  |
| The *Modern Slavery Act 2018* (‘Modern Slavery Act’) established a national Modern Slavery Reporting Requirement, which applies to large businesses and other entities in the Australian market with annual consolidated revenue of at least AUD$100 million.  Entities required to comply with the Reporting Requirement must prepare annual Modern Slavery Statements, which set out the entity’s actions to assess and address modern slavery risks in their global operations and supply chains. The Australian Government will make reporting entities’ annual Modern Slavery Statements publicly available through an online central register.  Non-reporting entities can voluntarily choose to comply with the reporting requirements.  The Tenderer should indicate whether or not the organisation is a ‘reporting entity’ under the Modern Slavery Act and, if applicable, provide evidence of its compliance with the reporting requirements as part of the Tender, or prior to entering into any Contract, or on the first due date of a modern slavery statement. | Please tick the relevant box:   * Yes, the Tenderer is a reporting entity under the Modern Slavery Act. Attached is evidence of its compliance with the reporting requirements under the Modern Slavery Act. * Yes, the Tenderer is a reporting entity. The Tenderer will be providing evidence of its compliance with the reporting requirements under the Modern Slavery Act prior to entering into a contract or on the first due date of a modern slavery statement. * No, the Tenderer is not a reporting entity. It did not voluntarily choose to comply with the reporting requirements. * No, the Tenderer is not a reporting entity. However, it voluntarily chose to comply with the reporting requirements. Attached is evidence of its compliance. * No, the Tenderer is not a reporting entity. However, it voluntarily chose to comply with the reporting requirements. It will be providing evidence of its compliance prior to entering into a contract or on the first due date of a modern slavery statement. |

Schedule 3 – Draft Agreement

The Draft Agreement follows after this page.