



SOLN Indigenous Seed Collection 2011/12 Program.

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Contact:

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APOLLO BAY

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Submission Close: Thursday 24th November 2011 5pm.

Requests for Expression of Interest

SOLN Indigenous Seed Collection Program 2011/2012

The following documentation provides an outline of the supply parameters for SOLN Indigenous Seed Collection program 2011 2012

Response for Expression of Interest

1. Review the contained information in full.
2. A response is required for Part C and selection of which seed species, provenance and quantities (see Appendix 1.) you wish to supply.

Conditions

SOLN reserves the right to reject any or all expressions of interest.
SOLN also reserves the right to alter or add to species and quantities listed.

Lodgement

Place for lodgement: Email solnkris@vicnet.net.au

Closing time and date: 5pm Thursday 24th November 2011.

Submission

Submitter will be notified of the outcome on the Friday 2nd December 2011
Submission will be assessed against the criteria outlined in this document.

Contact/Further Information

Can be obtained by contacting the project manager:

Kristen Lees
Southern Otway Landcare Network
69-71 Nelson St
APOLLO BAY
solnkris@vicnet.net.au
PH 03 5237 6904

General Specifications, Terms & Conditions**SOLN Indigenous Seed Collection Program 2011/2012****1. Introduction**

1.1. Works

For the collection, cleaning, extraction and supply of provenance indigenous seed from the Southern Otways area.

1.2 Species and areas for collection

The provenance areas, quantities and species lists for collection are outlined in SOLN Seed Requirements 2011 2012 (Appendix 1).

1.3 Scope of Works - summary

Seed collectors will be required to:

- locate all sources of seed,
- extract, clean and package seed ready for storage in the SOLN Seedbank.
- obtain permission for collection from land owners and managers and comply to their conditions
- obtain all necessary permits / licences for collection
- provide detail for all seed lots in the form of the supplied Field Data Sheet (Appendix 2), and
- provide an invoice for all payments.
- Must use own vehicle
- Must provide own seed collecting tools

2. Guidelines

In the Expressions of Interest collectors must show an understanding of and an ability to work under the General Guidelines for Seed Collectors attached (Appendix 4.) Further information on seed collection guidelines can be found on the FloraBank website (www.florabank.org.au).

2.1 Care of Existing Environment, Cultural Values and Private Property

The collector must ensure that existing landscape and private property is not damaged in any way and shall indemnify the Southern Otway Landcare Network against any claims arising from such. The collector is responsible for obtaining permission and complying with all conditions from all land managers for collection on their land, including: private landowners, State, Local and Commonwealth government authorities and community managed land.

2.2 Licences and Permission to Collect

The collector is responsible for obtaining licences to collect seed from species or vegetation communities listed under State or Commonwealth legislation as vulnerable, threatened, endangered and/or protected. Information regarding these listings may be obtained from the Department of Sustainability and Environment.

2.3 Quality of Seed

The collectors must in the Expression of Interest show an understanding of the issues, including seed handling and selection of parent plants, which affect the quality of seed.

Any seed batches, which do not comply with the set guidelines or are not of a suitable standard as determined by a Southern Otway Landcare Network representative, will be rejected.

3. Insurance

Collectors are responsible for their own Public Liability, Professional Indemnity and Workcover insurance for their own seed collection activities as required for their operation.

4. Safety Precautions

It is expected that the seed collector be responsible for all safety measures required by the provisions of the Occupational Health and Safety Act, to ensure the safety of all engaged in seed collection activities. An example of a Potential Hazard Assessment Sheet listing has been provided (Appendix 3). The Southern Otway Landcare Network accepts no legal liability whatsoever occurring from any seed collection activities of persons other than Southern Otway Landcare Network employees.

5. Public Utilities

The seed collector shall not obstruct and will be held responsible for the safety of the public, traffic and utility services, such as gas, electricity, water, telephone cables and the like. Lights, barriers, signs, fences and temporary works to prevent any accidents or public or private damage or loss must be utilised.

6. Orders and Payment

6.1 Variation to order

The collector agrees to notify the Southern Otway Landcare Network of any event that may impact on the ability of the collector to supply the seed, which the collector has indicated a willingness to supply. The collector is to advise the Southern Otway Landcare Network in writing within 14 days of it becoming apparent that the supply cannot be made or to seek a variation of the seed amounts and or species to be supplied. The Southern Otway Landcare Network may, in writing, approve a variation to amounts of seed required or species to be collected upon satisfactory reason for the need to vary the order and demonstration that the value of the seed is of equivalent value to the original order.

6.2. Seed deliveries

Seed is to be delivered to the Southern Otway Landcare Network at regular intervals during the collection period. Appointments for delivery must be made in advance. The final date for acceptance of seed is the 1st of June 2012 unless prior arrangements have been made. A filled in delivery docket is required when delivering to Seed Bank.

6.2 Payment

Invoices are to be provided for all seed deliveries. Payment will be forwarded within 30 days subject to the seed being of a suitable standard.

6.3 Penalty Provisions

The Southern Otway Landcare Network reserves the right to delay payment or impose a fee for seed delivered which is not of suitable standard. Where field data sheets are incomplete payment may be withheld until satisfactory provision thereof.

7. Protection of Personal Information

7.1. In this clause, "personal information" means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion. The collector agrees with respect to all services performed:

- 7.1.1. to use personal information held in connection with this engagement only for the purposes of fulfilling its obligations under this engagement;
- 7.1.2. to take all reasonable measures to ensure that personal information in its possession or control in connection with this engagement is protected against loss and unauthorised access, use, modification or disclosure; and
- 7.2.3 to indemnify us in respect of any loss, liability or expense suffered or incurred by us arising out of or in connection with a breach of the obligations under this clause or any misuse of personal information by the Collector, or any disclosure by the Collector in breach of an obligation of confidence whether arising under the Privacy Act (C'th) or otherwise.

8. Compliance with Principal

The collector must, when using our premises or facilities, comply with all reasonable directions and procedures relating to occupational health (including smoke free work place policy), safety and security in effect at those premises or in regard to those facilities, as notified by us or as might reasonably be inferred from the use to which the premises or facilities are being put.

9. Indemnity

- 9.1. The collector shall at all times indemnify and hold harmless us, our officers, employees and agents (in this clause referred to as "those indemnified") from and against any loss (including legal costs and expenses), or liability, reasonably incurred or suffered by any of those indemnified arising from any claim, suit, demand, action of proceeding by any person against any of those indemnified where such loss or liability was caused by any wilful, unlawful or negligent act or omission of the Collector, its employees, agents or subcontractors.
- 9.2. The collector's liability to indemnify us shall be reduced proportionately to the extent that any act or omission of us or our officers, employees or agents contributed to the loss or liability.

10. Negation of Employment, Partnership and agency

- 10.1. The collector shall not represent itself, and shall ensure that its officers, employees, agents and subcontractors do not represent themselves, as being an officer, employee, partner or agent of us, or as otherwise able to bind or represent us.
- 10.2. The collector shall not for any purpose be deemed to be an officer, employee, partner or agent of us, or as having any power or authority to bind or represent us.

11. Default

- 11.1. If either party is in default under this engagement on account of the failure to perform or observe any obligation or undertaking to be performed or observed on its part, the party not in default may, by notice in writing to the other party, terminate this engagement in whole or in part without prejudice to any right of action or remedy which has accrued or which may accrue in favour of either party.
- 11.2. Where the default is capable of being remedied, a party shall not exercise its rights of termination unless it has first given to the other party notice in writing specifying the default and requiring the other party to remedy it within the time (being not less than five (5) working days) specified in the notice and the default is not remedied within the time allowed.
- 11.3. If the Collector becomes insolvent, goes into or threatens to go into liquidation or a receiver or receiver and manager or mortgagee's or chargee's agent is appointed or ceases, or threatens to cease conducting its business in the normal manner, or, in the case of an individual, becomes insolvent, bankrupt or enters into a scheme or arrangement with creditors, we may, by notice in writing, terminate this engagement without prejudice to any right of action or remedy which has accrued or which may accrue in favour of either party.

12. Compliance with Law

The Collector shall in carrying out this engagement comply with the provisions of any relevant statutes, regulations, by-laws, and requirements of any Commonwealth, State, Territory or local authority.

13. Conflict of Interest

The Collector warrants that, to the best of its knowledge after making diligent inquiry, no conflict of interest exists or is likely to arise in the performance of its obligations under this engagement by itself or by any of its officers, employees, agents or subcontractors.

Expression of Interest Response

The Southern Otway Landcare Network

SOLN Indigenous Seed Collection 2011-2012 Program

SUBMISSION

Submit the proposal by email to: Kristen Lees solnkris@vicnet.net.au

Submissions close by: Thursday 24th November 2011 5pm.

NAME OF ORGANISATION / INDIVIDUAL

AUSTRALIAN COMPANY NUMBER (as applicable)

AUSTRALIAN BUSINESS NUMBER (as applicable)

Registered for GST Yes No

TELEPHONE

Land Line (BH):

Mobile:

FACSIMILE

EMAIL

CONTACT NAME

DATE OF SUBMISSION

Provide details of your general knowledge and experience in the industry, in particular, as it applies to plant identification for the Southern Otways, seed collection, cleaning and extraction of indigenous seed.

Provide a summary of key operational procedures:

OH&S

Compliance with general seed collection guidelines (refer Appendix 4)

Quality control

Species, provenance and quantities submission to collect clean and extract summary (refer appendix 1 SOLN Seed Requirements List 2011 2012):

| Species | Provenance | Quantities |
|---------|------------|------------|
|---------|------------|------------|

Appendix 3. Hazard Risk Assessment (for your information only)

| Task/Activity | Hazard | Risk (<i>suggested</i>) | Control (<i>suggested</i>) | Method to be Used to Reduce or Control Hazard |
|-------------------------|----------------------------------|---|---|---|
| 1. Working in the bush | 1.1 Heat/Exposure/Dehydration | <i>Dehydration/Melanoma</i> | <i>Take ample drinking water and drink often. Wear appropriate clothing and hat. Cover-up from the sun, including a good hat and sunglasses. Use a good quality sunscreen</i> | |
| | 1.2 Snake bite | <i>Death</i> | <i>Wear appropriate clothing and footwear, look down as you walk through the bush. Be trained in appropriate First Aid procedures</i> | |
| | 1.3 Insect /spider bite | <i>Severe discomfort, rash, itching</i> | <i>Cover exposed areas and use an insect repellent</i> | |
| | 1.4 Relatively remote workplaces | <i>No assistance available</i> | <i>Advise others of your plans, report in at agreed times. Carry a mobile phone.</i> | |
| 2. Collection hazards | 2.1 Danger from falling limbs | <i>Eye damage and physical injury</i> | <i>Wear eye protection and appropriate protective clothing</i> | |
| | 2.3 Allergy to plants/dust | <i>Respiratory disease</i> | <i>Use dust mask when collecting/cleaning seed lots. Use an open, well ventilated area.</i> | |
| 3. Access to workplaces | 3.1 Four wheel drive tracks | | | |
| | 3.2 Uneven surfaces | | | |
| | 3.3 Slippery surfaces | | | |
| 4. Accident to staff | 4.1 Emergency evacuation | | | |

Appendix 4. General Guidelines for Seed Collectors

General Guidelines for Seed Collection

1. Ensure that prior to seed collection:
 - (a) All relevant permits (or written permission) for seed collection on local authority, state, territory, Commonwealth (Crown) and private lands are obtained;
 - (b) Any written permission for collection of native seed of protected, rare or threatened species, or collection of native seed in protected habitats, as may be required under relevant stat or territory legislation, is obtained;
 - (c) Verbal permission (as a minimum) from landowners for collection of native seed is obtained and such landowners are informed of any collection that involves lopping vegetation
2. Ensure that at the collection site:
 - (a) Cultural values are treated with respect and not compromised
 - (b) Roads, gates, powerlines and other facilities are not damaged or misused (any damage is reported to the landowner immediately)
 - (c) Precautions are taken to minimise the spread of weeds and pathogens;
 - (d) Waste material is not stacked around trees or fences (fire hazard)
3. Positive Plant Identification
Unless you have a positive identification of the plants, collect a specimen for future identification. Include examples of leaves, buds, flowers and fruit wherever possible, a photograph and / or a written description.
4. Maximise genetic quality of seed collection by ensuring that wherever possible:
 - (a) Seed is collected from at least 15 widely spaced, healthy parent plants that are representative of the larger population;
 - (b) Seed is not collected from isolated plants unless that seed is combined with seed from other local plants to increase genetic diversity in the mix; and
 - (c) Seed is collected only from plants separated from one another by a distance of at least twice the plant height in order to reduce the probability of sampling related plants (relevant to trees and shrubs not grasses).
5. Vegetation removal - unless the site is to be cleared of vegetation
 - (a) Vegetation is not unnecessarily damaged or understorey plants trampled;
 - (b) Nesting sites, tree hollows or other recognised animal habitats are not disturbed;
 - (c) No more seed or plant material is removed than required;
 - (d) No more than 15% of the fruit from any one plant is removed (not relevant to grasses);
 - (e) No more than 10% of plant material from any one plant is removed (not relevant to grasses);
 - (f) Grasses are harvested in cells or strips leaving sufficient seed for wildlife and regeneration.