

**All correspondence to:**

Meat & Livestock Australia Limited

ABN 39 081 678 364

PO Box 1961

North Sydney NSW 2059

**Request for tender**

***Strictly confidential***

**Discover and design for a feedback system user interface**

Tenderer: [Insert Name]

Date completed: [Insert Date]

The contents of this request for tender and all other information and materials provided by or on behalf of MLA are the property of MLA and are confidential to MLA. All materials provided by or on behalf of a tenderer to MLA will become the property of MLA. There is no payment for tender applications.

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SECTION 1

* 1. INTRODUCTION AND INSTRUCTIONS
     1. MLA

Meat & Livestock Australia Limited (ABN 39 081 678 364) and its related body corporate Industry Systems Company Limited (ABN 34 134 745 038) (together, “**MLA**”) undertake a range of research and development and marketing programs designed to benefit beef, sheepmeat and goatmeat industry participants, from livestock producers to retail service providers. It also provides a number of research and development and marketing services to related industry sectors including meat processors and live animal exporters.

* + 1. Invitation

MLA invites interested parties to submit tenders by 5pm AEDT on 22 April 2021 (Closing Date), for the terms of reference titled *Discover and design for a feedback system user interface.*

* + 1. Tenders

Tenders must comply with all requirements specified in this request for tender.

Please submit an electronic/soft copy of the tender.

All questions in Section 2 must be completed.

Section 3 describes MLA’s requirements for the project. Each tenderer must provide a statement detailing how it would meet MLA’s requirements in Section 3.

Section 4 contains the terms on which MLA will enter into an agreement with the successful tenderer. These terms contain minimum legal requirements that must be satisfied before MLA is prepared to enter into an agreement with a supplier. MLA’s terms are non-negotiable. The tenderer acknowledges and agrees that submitting a tender to MLA will constitute acceptance of all terms of the agreement in Section 4 by the tenderer.

Section 5 contains a declaration to be completed by the tenderer.

All tenders should be sent to:

Attention: Naomi Leahy

Email: [aburtontaylor@integritysystems.com.au](mailto:aburtontaylor@integritysystems.com.au)

Cc: [nleahy@mla.com.au](mailto:nleahy@mla.com.au)

and should contain:

* + - * 1. the answers to the questions and information required in **Section 2**;
        2. any additional information, reports or documents required in relation to the Specification in **Section 3**;
        3. a statement detailing how the tenderer will meet MLA’s requirements in **Section 3**;
        4. any proposed Special Conditions to the terms set out in **Section 4**; and
        5. the completed declaration in the form set out in **Section 5.**

MLA will treat all tenders in confidence.

* + 1. Ownership of tenders

All material submitted in response to this request for tender will become the property of MLA.

Any intellectual property rights that exist in a tender will remain with the tenderer.

The tenderer licenses MLA, its employees, agents, contractors and advisers to copy, adapt, modify or do anything else to, all material submitted in response to this request for tender, including material in which the tenderer’s or any other person’s intellectual property rights subsist, for the purposes of evaluating the tender.

* + 1. Disclosure

In providing a tender the tenderer agrees to the disclosure of information in the tender to MLA’s employees, agents, contractors and advisors, for the purposes of this tender process, as required by law or otherwise with the tenderer’s consent.

Tenderers must identify any information that they consider should be protected as confidential information and provide reasons for this.

* + 1. Extension of Closing Date

MLA may extend the Closing Date. Tenderers may request an extension by written request marked to the attention of the MLA Contact at least 3 business days prior to the Closing Date and must provide reasons in support of the request.

Any extension of time will be granted to all tenderers, not only the tenderer requesting the extension.

* + 1. Discussion and public statements

Unless expressly provided in this request for tender, tenderers and their employees, agents, contractors and advisers must not at any time during the tender process approach or discuss with any MLA employees, agents, contractors or advisers (except the MLA Contact) any matter relating to the request for tender or the tender.

Tenderers must not make any public statement about this request for tender without the prior written consent of MLA.

* + 1. Conflict of interest

Where tenderers identify that a conflict of interest might arise in the provision of goods or services contemplated by this request for tender, tenderers are to identify that potential conflict of interest in their tender. If an actual or potential conflict of interest arises, the tenderer must immediately notify MLA in writing. If any conflict of interest might arise for a tenderer before entering into an agreement for the provision of goods or services contemplated by this request for tender, MLA may:

* + - * 1. enter into discussions to seek to resolve such conflict of interest;
        2. disregard the tender provided by such a tenderer; or
        3. take any other action it considers appropriate.
    1. Budget information

Budget information specified in tenders must:

* + - * 1. be expressed in Australian dollars;
        2. be inclusive of all charges, and expenses;
        3. identify separately the duties and taxes, including goods and services tax (**GST**) component of the price; and
        4. apply for the duration of the provision of the goods and services contemplated by this request for tender.
    1. Tender validity period

Each tender must remain open for acceptance by MLA for a period of at least six months from the Closing Date. The tenderer should specify any longer periods for which the offer remains valid.

* + 1. Applicable law

The laws of New South Wales apply to this request for tender.

* + 1. Privacy

Each tenderer must ensure that it complies with the *Privacy Act 1988* (Cth) in submitting its tender and, if successful, in entering into an agreement for the provision of goods and services contemplated by this request for tender.

* + 1. MLA’s rights

MLA reserves the right to:

* + - * 1. reject any tender;
        2. close the right to submit tenders at any time before the Closing Date, without giving any reason or communicating such closure to any person;
        3. accept late tenders;
        4. accept any tenders which do not otherwise comply with the terms of this request for tender;
        5. accept part tenders;
        6. withdraw this request for tender or issue a new request for tender;
        7. vary the terms of this request for tender;
        8. negotiate directly with any person before or after the Closing Date;
        9. discuss with each tenderer details of its tender; and
        10. vary the tender selection process set out in this request for tender.

In addition to its rights above, MLA may decline to consider or accept any tender from a tenderer who does not satisfy MLA of the tenderer’s ability to complete the tender in accordance with its terms.

MLA is not bound to accept the lowest or any tender.

MLA may waive compliance with any of the terms of this request for tender and consider and accept any tender which does not conform with these terms.

MLA may require a tenderer to provide such further information as MLA requires in order to consider the tenderer’s tender and, if so required, the tenderer must promptly provide such information.

* + 1. Costs

MLA will not be responsible for any costs or expenses incurred by the tenderer arising in any way from the preparation of tenders.

* + 1. Binding agreement

A tender will not be deemed to have been accepted by MLA, nor any agreement arise between a tenderer and MLA, until the successful tenderer and MLA enter into a formal written agreement for the provision of the goods and services contemplated by this request for tender.

* + 1. Selection process

MLA will review each tender and may select a short list of tenderers. Any such short listed tenderers may be required to present to MLA and a successful tenderer may be selected from such a list.

SECTION 2

* 1. TENDERER INFORMATION
     1. Details of tenderer

Name and address of the company or individual providing the tender;

Name of the person who may be contacted for further information;

Telephone number;

Facsimile number; and

Australian Business Number (ABN).

* + 1. Pricing

Tenderers are to provide quotes for all fees, charges and expenses. Prices are to include all work related to the provision of goods and services contemplated by this request for tender and are to be inclusive of GST and other applicable duties and taxes.

* + 1. Proposed subcontractors and suppliers

The tenderer must list all proposed subcontractors and suppliers that the tenderer intends to engage in providing goods or services to MLA:

|  |  |
| --- | --- |
| **Description of goods or services** | **Subcontractor or supplier** |
| [insert] | [insert] |
| [insert] | [insert] |

* + 1. Insurance

The tenderer must provide details of current insurance policies held by it and each proposed subcontractor and supplier:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Insurance type** | **Policy number** | **Extent of cover: per incident** | **Extent of cover: in aggregate** | **Expiry date** |
| Professional indemnity | [insert] | [insert] | [insert] | [insert] |
| Public liability | [insert] | [insert] | [insert] | [insert] |
| Workers’ compensation | [insert] | [insert] | [insert] | [insert] |

* + 1. References

The tenderer must provide details of the last 3 agreements entered into for the provision of goods or services comparable to those set out in this Request for Tender:

* + - * 1. Name: [insert]

Telephone number: [insert]

Contact: [insert]

Goods or services provided: [insert]

Completion date of agreement: [insert]

* + - * 1. Name: [insert]

Telephone number: [insert]

Contact: [insert]

Goods or services provided: [insert]

Completion date of agreement: [insert]

* + - * 1. Name: [insert]

Telephone number: [insert]

Contact: [insert]

Goods or services provided: [insert]

Completion date of agreement: [insert]

SECTION 3

* 1. SPECIFICATION

**Background**

Livestock Data Link (LDL) is an online feedback system which is managed by Integrity Systems Company (ISC) that enables the timely sharing of carcase and animal disease information between processors and their producers with the aim of supporting the optimisation of supply chain performance. LDL links carcase data from the National Livestock Identification System (NLIS), Meat Standards Australia (MSA) and the central Animal Health databases with analytical tools, benchmarking reports, and the Solutions to Feedback library.

Recently the LDL platform has undergone a review. The feedback system will now shift from being a single product to a program of services to meet the needs of various users.

The LDL product will be transformed into a minimal viable product to focus on delivering core feedback datasets for producers, whilst enabling demonstrations of other value propositions for commercial products and platforms to adopt.

Previous and current project design and development work should be acknowledged in contributing to the current product, however, to truly meet the needs of our diverse user experiences and needs we require a human centred design approach to overhaul the current product design and capture the core needs of an intuitive feedback system user interface.

This project will build upon previously conducted user work, which will be shared to the successful proponent to support the initial user research phase. Additionally, there are multiple different user groups who will need to be accommodated including:

* Producers
* Processors
* Retailers and/or Brand owners
* National compliance bodies
* LDL product team

The user interface will be designed to deliver all feedback data currently available via LDL back to users. Current data types include carcase compliance, animal disease and defect, breeder information and lean meat yield (more information can be found [here](https://www.integritysystems.com.au/data--feedback/livestock-data-link/)). Other available industry data such as livestock pricing information should also be tested with producers to determine its inclusion.

Currently, the handling of users and the identification of feedback back to the appropriate user is suboptimal. Current feedback of animals is associated to the property identification code ([PIC](https://www.integritysystems.com.au/identification--traceability/national-livestock-identification-system/)). However, there are many cases where the animals on a PIC are not owned by the PIC owner, and therefore feedback is provided to the incorrect user. This project needs to identify a solution to enable feedback to be delivered to the appropriate user.

**Project description**

The project is planned to be split into 2 components, a design stage and a development stage. The proposed deliverables for the design phase should include:

1. A complete review of the current LDL system and previous industry feedback, research and design work. The review will include the existing LDL product operating model, technology stack, 3rd party integrations and data integrity. Gaps in the existing background information are identified and fed into an updated research plan, identifying interviewees, clear questions and objectives with a focus on user needs and wants, specifically to deliver a producer-centric feedback user interface.
2. Once all user requirements have been defined, design and deliver a clickable prototype that depicts the layout, features and functions of a new user interface. A useability testing guide will test the validation of design decisions with end users and help capture the minimal viable product of a feedback system. All UI design must undergo user testing, with a human centred design approach recommended within the methodology. In undertaking the design of the user research, work should also be undertaken to understand what an industry feedback platform should be named.
3. Proposals should provide a methodology for delivering a solution and identify the team expertise and tools to enable the analysis, design and development components of the project.

Although it is not expected that the development phase can be scoped at this phase, an indication of available resourcing and timelines for development of a minimal viable product should be provided with an accompanying indicative budget. In addition, a development roadmap for subsequent and future phases should also be delivered as part of this project.

Timing is essential for delivery of the work. Note that “design and discovery” stage must be completed within 3 months. A further 3 months will be allowed for the initial development stage to deliver the minimal viable product.

**Deliverables**

1. Business change impact analysis

2. Technical change impact analysis

3. Conceptual technical solution architecture and design

4. List of detailed features and functions (prioritised requirements)

5. Define non-functional requirements including access and security

6. Define and design the new user interface

7. Risk analysis

8. Implementation proposal for the “build” of the new LDL product:

* + - Delivery methodology
    - Implementation plan
    - Implementation outcomes and artefacts
    - Cost & resource estimates
    - Tools and technologies licences & fees
    - Risk analysis, mitigation suggestions and governance framework.
    - Others (based on vendor input & recommendations)

Proposals should also provide an overview of any project governance and management software which will be utilised along with a breakdown of design programs which will be utilised throughout the project. The development will operate under an agile scrum framework to align with internal processes. It is expected that the successful proponent will be able to integrate with MLA’s internal Jira and Confluence system and build to ISC’s Technology Architecture, Security and CI/CD Standards. AWS is a requirement of all development, noting that all design and build must be approved by ISC’s Technology Team.

**Requirements for the tender**

Contracting: consultants will be contracted under the standard MLA consultancy agreement; see section 4 below. Changes to this contract template will not be accommodated.

IP: As a requirement of the funding policy which this project falls under, all IP and project outputs will be owned 100% by MLA.

**Selection criteria**

Applications will be reviewed by relevant MLA Program and Project Managers as well as external and independent reviewers as required.

Proposals will be scored against the selection criteria set out below. Final project approval will be subject to contractual agreement between the applicant/s and MLA.

Selection criteria:

1. Validity of methodology, outputs, and clarity of supporting background information

2. Value for money, including a reasonable and justified budget

3. Demonstrated experience in undertaking work of a similar nature, including a proven willingness to lead stakeholder engagement with industry stakeholders, technical/subject matter expert experience and communication and/or writing skills.

4. Proposed methodology/ies, including:

* Timetable of activities and achievements, including major stages and milestones
* Reporting procedures
* Ways of working to integrate with MLA/ISC project managers, technical team members and subject matter experts throughout the project

**Budget**

Applicants must propose a reasonable, fully justified budget to achieve project objectives for consideration. Value for money is a selection criterion for application assessment.

**Project management**

The project will be managed by MLA. The successful applicant will be guided by a project team consisting of MLA Project Managers and technical managers.

**Timelines**

The proposed timeline will be taken into consideration upon review of proposals, and sufficient time should be indicated to ensure adequate delivery of the proposal. This project is envisaged to be a short project with a fail-fast approach taken and a first release user interface ready in under 6 months.

**Project proposal submissions**

MLA requests that applications are concise and include clear methodology to support the scope being proposed.

MLA full applications must be lodged electronically as Word document to **aburtontaylor@integritysystems.com.au** along with other requirements of this tender document.

**MLA Full Applications must be received by 5pm (AESDT), Thursday 22nd April 2021.**

MLA will acknowledge receipt of each application. Applicants will be advised in writing of the outcome of their tender application.

**Further information:**

Naomi Leahy

Project Manager – Supply Chain Data

Integrity Systems Company

Phone: 0428 399 579

Email: [nleahy@mla.com.au](mailto:nleahy@mla.com.au)

SECTION 4

* 1. MLA’s CONSULTANCY TERMS

A copy of MLA’s consultancy agreement is available on MLA’s website at [www.mla.com.au/mla-agreements](http://www.mla.com.au/mla-agreements)

SECTION 5

* 1. DECLARATION
     1. For corporate tenderers

I, [insert name] of [insert address] do solemnly and sincerely declare that:

I hold the position of [position] and am duly authorised by [insert tenderer organisation] (**Tenderer**) to make this declaration on its behalf.

I make this declaration to the best of my knowledge, information and belief as to the accuracy of the material contained in it and after due inquiry in relation to such material.

This tender comprises:

[list documents comprising tender]

Neither the Tenderer nor any of its employees or agents had any knowledge of the price submitted by any other tenderer prior to providing its tender, nor did the Tenderer disclose to any other tenderer the Tenderer’s tendered price prior to closing of tenders.

Neither the Tenderer nor any of its employees or agents has entered into an agreement, arrangement or understanding which would have the result that, on being the successful tenderer, it would pay to any unsuccessful tenderer any moneys in respect of or in relation to the tender or any agreement resulting from it.

The Tenderer is not aware of any fact, matter or thing which would materially affect the decision of MLA in accepting the tender, except as disclosed in the tender.

The contents of the tender are true and correct.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the *Oaths Act 1900* (NSW).

DECLARED at [insert city]

This [insert date] day of [insert month] 2021 ...............................................

Before me,

...............................................

Justice of the Peace/Solicitor

* + 1. For individual tenderers

I, [insert name] of [insert address] do solemnly and sincerely declare that:

I make this declaration to the best of my knowledge, information and belief as to the accuracy of the material contained in it and after due inquiry in relation to such material.

This tender comprises:

[list documents comprising tender]

Neither me nor any of my employees or agents had any knowledge of the price submitted by any other tenderer prior to providing its tender, nor did I disclose to any other tenderer my tendered price prior to closing of tenders.

Neither me nor any of my employees or agents has entered into an agreement, arrangement or understanding which would have the result that, on being the successful tenderer, I would pay to any unsuccessful tenderer any moneys in respect of or in relation to the tender or any agreement resulting from it.

I am not aware of any fact, matter or thing which would materially affect the decision of MLA in accepting the tender, except as disclosed in the tender.

The contents of the tender are true and correct.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the *Oaths Act 1900* (NSW).

DECLARED at [insert city]

This [insert date] day of [insert month] 2021 ...............................................

Before me,

...............................................

Justice of the Peace/Solicitor

SECTION 6

* 1. ANNEXURE