

**All correspondence to:**

Harriet Bawden  
Meat & Livestock Australia Limited

ABN 39 081 678 364

PO Box 2363  
Fortitude Valley, QLD, 4006

**Request for tender**

***Strictly confidential***

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 **5:00pm AEST on 22 April 2022** (Closing Date), for the **development of a CarbonEDGE training package, including delivery of pilot workshops and facilitator training.**

* + 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 training program development and delivery. 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: Harriet Bawden (hbawden@mla.com.au)

Meat & Livestock Australia

PO Box 2363

Fortitude Valley, QLD, 4006

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. Questions

Any questions must be submitted in writing and marked to the attention of Harriet Bawden, hbawden@mla.com.au. MLA may provide the answers to such questions to all tenderers.

* + 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
     1. BACKGROUND
        1. **About the EDGEnetwork**

[MLA’s EDGEnetwork™ (EDGE)](https://www.mla.com.au/extension-training-and-tools/edgenetwork/) provides short term training programs for Australian red meat producers – including all staff involved in business decision making – to expand their knowledge and develop skills across a range of key areas.

Delivered in one to three-day practical training packages, EDGE is designed to help participants better understand and strengthen the performance of the red meat businesses in which they are involved and set themselves up to make future decisions with confidence.

Incorporating the latest R&D, EDGE packages aim to drive industry development by giving producers the best available information.

The EDGE programs currently on offer are:

* Business EDGE
* Breeding EDGE
* Grazing Fundamentals EDGE
* Grazing Land Management (GLM) EDGE
* Nutrition EDGE.

These packages can be completed individually or as a series, with information across these learning areas providing participants with the fundamentals to build a successful whole farm business plan.

Expert facilitators across Australia are accredited to deliver these EDGE packages, customising the workshops to ensure they are relevant for the local environment and production systems.

EDGE workshops are delivered to small groups face-to-face, enabling participants to learn and share ideas with others, whilst receiving personalised support and focusing on the specifics of their business. A workshop guide and supporting resources are also provided to participants as part of the learning experience.

The EDGEnetwork™ is a key program within MLA’s adoption pathway and feeds into longer-term practice change programs such as [Producer Demonstration Sites (PDS)](https://www.mla.com.au/extension-training-and-tools/producer-demonstration-sites/) and [Profitable Grazing Systems (PGS)](https://www.mla.com.au/extension-training-and-tools/profitable-grazing-systems/).

* + - 1. **How the EDGEnetwork operates**

EDGEnetwork is an initiative of MLA and delivered by partner organisations (public and private) under a delivery agreement. Within these organisations, specified (accredited) lead deliverers and co-deliverers are licensed to deliver specific packages.

Deliverers are responsible for organising and running workshops, and providing supporting documentation to MLA (such as registration information and feedback forms). MLA is responsible for providing the EDGE package resources.

The delivery of EDGE workshops is funded by participants and often supported by co-contributions from another industry organisation or pastoral company.

EDGEnetwork is managed by MLA and supported by a national coordinator.

* + - 1. **EDGE package development**

Previous packages have been developed through the joint efforts of producers, deliverers and subject-matter experts to provide a high-quality and engaging experience for participants. They are designed to be delivered in a practical, flexible manner. All workshops have also been piloted with producer groups before being launched.

An EDGEnetwork development process manual and examples of EDGE materials will be provided to the successful tenderer after contract signing.

* + 1. Project description

This project involves the development of a Carbon EDGE training program for red meat producers. This project includes:

1) the development of the program (based on content provided by MLA through related projects),

2) pilot testing and

3) facilitator training.

The red meat industry’s target to achieve carbon neutrality by 2030 will only be realised with the adoption of emissions avoidance and carbon storage practices and technologies. Although there is wide interest in these practices and technologies, a lack of key knowledge and skills across industry is posing a barrier to adoption.

Feedback from producers and industry indicate the following barriers to adoption in the CN30 area:

* confusion, or a lack of understanding around the concept of ‘carbon’ and emissions reduction/sequestration strategies that are suitable for a producer’s specific operations, region and/or system.
* a lack of support, training or resources to formulate a clear plan that aligns carbon reduction/sequestration with whole of business productivity and profit.
* slow uptake of carbon accounting, which is essential for gathering baseline data to identify strategies and measure progress.
* a limited number of advisors who can adequately provide the support needed to enable producers to plan and undertake key actions to achieve carbon neutrality.

This MLA investment would be the first in Australia to address these gaps for the red meat industry.

**A Carbon EDGE training package** would address this gap by providing producers (and advisors) across Australia with the foundational knowledge and skills required to create a carbon account and formulate a customised plan to address emissions and production benefits at an enterprise level.

This program would be delivered in the context of whole-farm business planning and should tie into other EDGE packages, with a focus on increasing participants’ business sustainability, profitability and/or productivity.

The product will need to be customised for northern and southern production systems based on management practices and applicability of CN30 technologies across Australia. 

* + 1. PROJECT SCOPE
       1. **Package content**

This project involves the development of a Carbon EDGE training package, adapted from technical information supplied via MLA’s Carbon Neutral 2030 (CN30) investments in the areas of emissions avoidance and carbon storage.

Project participants should walk away with:

* an improved understanding of the cycling and management of carbon in production systems and its importance in the long-term sustainability of Australian agriculture
* knowledge of the opportunities available to increase carbon storage/reduce emissions in a way that delivers additional benefits and aligns with business goals
* a plan for their business and a clear vision of their ‘next steps’.

Technical information has already been supplied and will be made available for an initial package, comprising five sections:

1) Greenhouse gas emissions and carbon neutrality in the Australian livestock industry

2) Opportunities for reducing farm GHG emissions and achieving carbon neutrality

3) Calculating on-farm GHG emissions

4) Simple steps for starting carbon farming

5) What to do with your carbon credits

There is also an existing carbon accounting manual that will be relevant for this work.

Since R&D in this space is constantly evolving, the package should be designed in a way to be delivered flexibly, with ability to add additional modules over time. Annual revisions of the course material, in line with the current process used for EDGE packages, will ensure the program remains highly relevant, up-to-date, and meeting producer needs.

* + - 1. **Package inclusions**

**Carbon EDGE must adhere to the minimum standards for all EDGE products. The package must:**

* have clearly defined learning outcomes, developed in consultation with MLA
* ensure that all activities are targeted at achieving learning outcomes
* ensure the activities cater for the individual needs and learning styles of participants
* include an activity that helps participants identify the importance of the learning outcome in relation to their whole business and business plan
* facilitate the completion of action learning cycles by participants in relation to the identified learning outcomes
* ensure that the product leaves participants with a clear plan to act in relation to the identified learning outcomes
* identify a decision-making tool or process, if appropriate, through which participants can evaluate the options presented to them as part of the activities.
* enable participants to identify and develop “best practice” for their individual business
* link to relevant information and advisors who can assist in developing “best practice”
* outline all resource requirements
* outline all competencies required of deliverers
* acknowledge all intellectual property and observe copyright laws.
  + - 1. **Project deliverables**

**The package development includes:**

1. Coordination and facilitation of at least 4 meetings (approx. 1 meeting every 6 months) with a Carbon EDGE steering group
2. identification of knowledge and information gaps in supplied technical manual; investigation of other products to help achieve the learning outcomes
3. rework of any content in the provided manuals and development of content to complete the package
4. an outline of the workshop content, structure and facilitator requirements, developed in consultation with the EDGE coordinator and current EDGE deliverers
5. workshop and activity design to ensure a highly engaging, relevant and adaptable program for producers Australia-wide
6. collation of all relevant resources and tools, embedded into the package where they add value
7. development of all training materials, including PowerPoint slides, a facilitator manual and a participant manual
8. development of a template to be used by partners delivering MLA CN30 projects to capture future modules upon research completion (the additions will be implemented by MLA at each annual review of package).
9. at least five workshop pilots, with two in northern states, two in southern states and one in a rangelands region, with subsequent revisions to the package
10. development of ‘train the trainer’ resources and leading training sessions for new facilitators (facilitators will be engaged directly by MLA)
11. the development of an evaluation framework, KASA assessment forms and supporting materials, in line with MLA’s monitoring and evaluation (M&E) requirements and in consultation with MLA
12. market testing for price point, estimated market size.

**Project management**

The project will be managed by MLA’s Northern Beef Project Adoption Manager, Harriet Bawden. For more information regarding the application please contact Harriet via [hbawden@mla.com.au](mailto:hbawden@mla.com.au) or 0488 787 849.

The successful applicant will meet regularly with the MLA team, and with the EDGE coordinator, EDGE deliverers and relevant subject-matter experts as required.

The successful applicant will be required to enter into a standard MLA consultancy agreement (unless other suitable umbrella agreement is already in place between MLA and the successful applicant) and will be required to submit regular reports outlining project progress, feedback and achievement against key milestones. The final report will include the workshop package, materials and M&E information. Milestone and final reports will be prepared in line with MLA report guidelines and matched against agreed milestones.

**Estimated timelines**

The project would commence as soon as possible, following tender and contracting processes (likely to be between May-July 2022). An acceptable timeline for completion of the project is two years or less. Progress will be reviewed quarterly. A proposed project timeline should be submitted with the tender proposal.

**Requirements for the tender**

An expression of interest and proposal should be submitted to MLA. The application should be submitted as a Word document.

The expression of interest should outline the team’s relevant qualifications and/or experience related to the project, and provide at least two examples of previous work of relevance.

The proposal must include:

* The methodology to develop the package, including the process of identifying relevant stakeholders, information and tools/resources.
* Answers to the following three questions (no more than 500 words for each):
  + How will you ensure that the package is appropriate for various regions and production systems?
  + What adult learning principles/tactics could you see being incorporated into this package?
  + How will you ensure this package aligns to whole-farm business planning and other EDGE products?
* An outline of any subcontracting likely to be undertaken to deliver the project and its deliverables.
* A detailed and fully-costed budget that covers all resources required to undertake the work, including details of basis for charging feeds, number of days and expenses.
* Proposed payment schedule, taking account of the following:
  + Proposed milestones, timelines and payments
  + A minimum of the project budget must be retained for payment against the final milestone.
  + Payment of fees will be upon MLA acceptance of the attainment of the project milestones.
* Proposed project timeline, including estimated time for the following:
* draft workshop plan and materials ready for piloting
* pilot workshops and revisions
* final workshop plan and materials, plus facilitator training
* program promotion, roll out and final report due.

Selection Criteria

Selection of the successful tender will be based on the assessment against the following criteria:

* Experience of individual/team in the development of education and training materials
* Knowledge of carbon farming and associated practices (including land/feedbase management, genetics, nutrition, business management)
* Knowledge of the Australian red meat industry, its production systems and the challenges to adoption of best practice
* Ability to deliver on all components of the project scope
* Project management skills and willingness to engage/work with others
* Value for cost quoted to deliver project, ensuring costs are itemised for the different components of the tender
* Achievable and timely targets for delivery of the outlined project and all deliverables
* Preparedness to agree to MLA Standard Agreement terms.

SECTION 4

* 1. MLA’s CONSULTANCY TERMS

A copy of MLA’s consultancy agreement is available on [MLA’s website](https://view.officeapps.live.com/op/view.aspx?src=https%3A%2F%2Fwww.mla.com.au%2Fglobalassets%2Fmla-corporate%2Fabout-mla%2Fdocuments%2Fumbrella-consultancy-agreement_2021.docx&wdOrigin=BROWSELINK)

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] 2022 ...............................................

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] 2022 ...............................................

Before me,

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

Justice of the Peace/Solicitor

SECTION 6

* 1. ANNEXURE