

**All correspondence to:**

Meat & Livestock Australia Limited

ABN 39 081 678 364

PO Box 1961

North Sydney NSW 2059

**Request for tender**

***Strictly confidential***

**Environmental Credentials for Australian Beef project -**

**Facilitation Services for Working Groups**

Tenderer: Renelle Jeffrey

Date completed: 6 July 2021

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 on 30 July 2021 (Closing Date), to Assess and review current and potential indicators and associated data for sustainability priorities in the Australian beef industry.

* + 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 assessing and reviewing current and potential indicators and associated data for sustainability priorities in the Australian beef industry. 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: Renelle Jeffrey

Meat & Livestock Australia

Level 1, 40 Mount St

North Sydney NSW, 2060

Or via email: [rjeffrey@mla.com.au](mailto:rjeffrey@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. Questions

Any questions must be submitted in writing and marked to the attention of Renelle Jeffrey, rjeffrey@mla.com.au or 0414 255 058. 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

Expressions of Interest are invited from service providers to provide professional facilitation services. Facilitation services are needed to achieve high quality engagement and input from working group members in co-design processes. Working groups will be co-designing the technical content of environmental themes for use in an online platform. Themes allow beef producers to measure, monitor and learn more about their on farm environmental performance.

**Project background and purpose**

Beef customers and other industry stakeholders are increasingly looking for evidence of sustainable production. A challenge for beef producers is how to demonstrate their environmental performance and achieve recognition in the absence of an industry accepted measurement and monitoring system.

This project will develop an online platform accessible to grass-fed beef producers wanting to measure and demonstrate the outcomes of their environmental stewardship efforts. A consistent and common framework for measuring and monitoring environmental credentials on-farm for grass-fed beef producers will be developed and made available on a national platform enabling producers to voluntarily demonstrate their credentials to markets. This allows producers to take advantage of emerging opportunities presented by markets and supply chains looking to access red meat with environmental credentials.

An online environmental sustainability platform with measuring tools and learning resources will be developed across five theme areas – biodiversity stewardship, ground cover, carbon balance, tree cover, and drought resilience. Wherever possible, the platform will use remote sensing tools (e.g. satellite imagery) for measuring environmental performance. Producers will be in control of their own data, as the platform will be designed to be voluntary and confidential. Learning resources, based on best practice programs and initiatives will be included to help producers improve their knowledge and apply practices on-farm.

Separate working groups will be created for development of each theme however there will be opportunities for cross-collaboration where there are overlaps across themes.

**Task**

Collaborate with the Environmental Credentials for Australian Beef consortium to deliver high quality facilitation of co-design processes in an online setting. The output from the co-design process are five environmental measurement and monitoring themes. Themes must be co-designed with working group members to ensure they are relevant, realistic and provides benefit to producers and industry. Consortium partners will be responsible for the overall design of the co-design processes and consolidating technical theme content. The facilitator will be responsible for process delivery and management of co-design meetings. The successful provider will also participate in implementation debriefs and contribute their insights and observations from the co-design meetings and process to the project team. The expected outcome from this task is high quality engagement and contributions from working group members with truly consultative processes.

It is expected that up to 35 separate working groups meetings may be required, with a maximum of 10 members per group. Each meeting will be a maximum of 3-hours and the majority of meetings will be held online. The working group processes will occur over a 9-12month time period commencing August 2021. Exact timing will be confirmed with the successful applicant.

The proposed timetable for delivery of facilitation service is set out below. Timing is subject to change.

|  |  |
| --- | --- |
| **Stage** | **Proposed timing** |
| Commence | 1 September 2021 |
| Start of workshops | September 2021 |
| End of workshops | May 2022 |
| Final Reporting | August 2022 |

**Deliverables**

Deliverables from the project will be:

* Collaborate with the project team to set and prepare meeting agendas.
* Assist in reviewing meeting minutes and outcome summary to ensure they are a complete record
* Participate in post meeting debriefs with project team to reflect on learnings and adjust process for future meetings
* Contribution and input to the co-design evaluation process
* Summary report of the successes, lessons and learnings from the facilitation process

**Selection Criteria (equally weighted)**

* Demonstrated understanding of the project task and issues related to the beef industry
* Demonstrated skill in facilitating co-design processes or consultative processes, particularly with primary producers.
* Demonstrated experience facilitating successful outcomes in an online environment including proven ability to facilitate engaging and interactive online activities.
* Demonstrated experience in monitoring and evaluation and commitment to continuous improvement.
* Demonstrated capacity to undertake the role in the timeframes allocated
* Value for money

**PROJECT MANAGEMENT**

Successful applicant will enter into a standard MLA Consultancy agreement. MLA’s Consultancy terms are available from Section 4. Payment of fees will be fully dependent upon MLA’s acceptance of milestone completion. Expenses are paid for reasonable out of pocket expenses upon submission of tax invoice accompanied by tax receipts for expenses.

**SELECTION PROCESS**

Expressions of Interest will be reviewed by the program team although the final decision will be made by MLA. Additional follow up phone conversations with potential candidates may be required. Applicants will be notified of the outcome within 4 weeks of the closing date for submissions.

**EXPRESSION OF INTEREST**

The proposal should indicate the total cost of completing the project and must indicate details of all persons who will be involved in the project. Applications including your response to Section 2 and 5, your response to the selection criteria and proposed budget (fees including hourly rates and estimated operating expense budget) should be submitted to Renelle Jeffrey [rjeffrey@mla.com.au](mailto:rjeffrey@mla.com.au) by 5pm, 30 July 2021

**FURTHER INFORMATION**

Renelle Jeffrey

Manager – Sustainability Portfolio

[rjeffrey@mla.com.au](mailto:rjeffrey@mla.com.au)

0414 255 058

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