



All correspondence to:
Meat & Livestock Australia Limited
ABN 39 081 678 364
PO Box 1961
North Sydney NSW 2059

Request for tender

Strictly confidential

ParaBoss Phase III Producer Communication, Extension and Adoption Delivery and Website
Management

Tenderer:

Date completed:

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

1.1 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.

1.2 Invitation

MLA invites interested parties to submit tenders by 5.00pm on 19 February 2021 (Closing Date), for ParaBoss Phase III Producer Communication, Extension and Adoption Delivery and Website Management.

1.3 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 ParaBoss Phase III Producer Communication, Extension and Adoption Delivery and Website Management tender. 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: Alana Boulton
Email: aboulton@mla.com.au
Meat & Livestock Australia
PO Box 1961
North Sydney NSW 2059

and should contain:

- (a) the answers to the questions and information required in **Section 2**;

- (b) any additional information, reports or documents required in relation to the Specification in **Section 3**;
- (c) a statement detailing how the tenderer will meet MLA's requirements in **Section 3**;
- (d) any proposed Special Conditions to the terms set out in **Section 4**; and
- (e) the completed declaration in the form set out in **Section 5**.

MLA will treat all tenders in confidence.

1.4 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.

1.5 Disclosure

In providing a tender the tenderer agrees to the disclosure of information in the tender to MLA's employees, agents, contractors and advisers, 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.

1.6 Questions

Any questions must be submitted in writing and marked to the attention of Alana Boulton, MLA Project Manager, aboulton@mla.com.au. MLA may provide the answers to such questions to all tenderers.

1.7 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.

1.8 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.

1.9 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:

- (a) enter into discussions to seek to resolve such conflict of interest;
- (b) disregard the tender provided by such a tenderer; or
- (c) take any other action it considers appropriate.

1.10 Budget information

Budget information specified in tenders must:

- (a) be expressed in Australian dollars;
- (b) be inclusive of all charges, and expenses;
- (c) identify separately the duties and taxes, including goods and services tax (**GST**) component of the price; and
- (d) apply for the duration of the provision of the goods and services contemplated by this request for tender.

1.11 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.

1.12 Applicable law

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

1.13 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.

1.14 **MLA's rights**

MLA reserves the right to:

- (a) reject any tender;
- (b) close the right to submit tenders at any time before the Closing Date, without giving any reason or communicating such closure to any person;
- (c) accept late tenders;
- (d) accept any tenders which do not otherwise comply with the terms of this request for tender;
- (e) accept part tenders;
- (f) withdraw this request for tender or issue a new request for tender;
- (g) vary the terms of this request for tender;
- (h) negotiate directly with any person before or after the Closing Date;
- (i) discuss with each tenderer details of its tender; and
- (j) 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.

1.15 **Costs**

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

1.16 **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.

1.17 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

2. TENDERER INFORMATION

2.1 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).

2.2 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.

2.3 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

2.4 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				

Public liability				
Workers' compensation				

2.5

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:

(a) Name:

Telephone number:

Contact:

Goods or services provided:

Completion date of agreement:

(b) Name:

Telephone number:

Contact:

Goods or services provided:

Completion date of agreement:

(c) Name:

Telephone number:

Contact:

Goods or services provided:

Completion date of agreement:

SECTION 3

3. SPECIFICATION

3.1 Background

ParaBoss is a national resource for sheep and goat parasite control in Australia. ParaBoss provides sources of information for major parasites through its suite of products including WormBoss (wormboss.com.au), FlyBoss (flyboss.com.au) and LiceBoss (liceboss.com.au). It is also a link for industry communication about major endemic ruminant parasites via monthly newsletters, factsheets and social media. ParaBoss leads the development of national best practice and industry information, training and extension tools for parasite management, and engages industry participation in this process. Currently in development, and due to be added to the ParaBoss website in 2021 is CattleBoss – a national information and management tool for Australian cattle producers following the sheep ParaBoss model.

ParaBoss is overseen by a project and technical committee and is owned by the University of New England (UNE), Australian Wool Innovation (AWI) and Meat & Livestock Australia (MLA).

3.2 Project description

The goal of ParaBoss Phase III is to enhance and support the profitability and sustainability of Australia's sheep, goat and beef cattle producers through the delivery of effective, independent, accurate and objective advice on best practice management of parasites.

Phase III will be split into three separate components;

1. Website maintenance and management
2. Producer communications and extension/adoption activities
3. Advisor/service provider communications and extension/adoption activities

We are seeking tenders for the delivery of components 1 and/or 2. The third component will be managed separately by another organisation. The successful tenderer(s) will be expected to work closely with this organisation to support their promotion of component 3.

To achieve the program goal, MLA is seeking expressions of interest from suitably qualified applicants to deliver ParaBoss Phase III: Producer Communication, Extension and Adoption Delivery and Website Management for a three-year period from 1 July 2021 to 30 June 2024.

COMPONENT	KEY DELIVERABLES
1. Website Maintenance and Management	Improve and maintain website functionality and the technical content of the ParaBoss suite of products (including TickBoss), including CattleBoss once all technical content is reviewed and approved
2. Producer communications and extension/ adoption activities	<p>Development and implementation of a ParaBoss business plan and annual action plans for the strategic period, targeting and in consultation with sheep, cattle and goat producers</p> <p>Delivery of adoption activities that can:</p> <ul style="list-style-type: none"> • Raise awareness of ParaBoss for producers e.g. Field days, webinars • Influence and motivate producers to learn more about ParaBoss e.g. forums or workshops that increase the knowledge and skills of producers • Activities which lead to an increase in the number of producers using ParaBoss and improving parasite management of their flocks and herds delivering impact for farm productivity and profitability, e.g. Producer groups involved in demonstration sites.
3. Advisor/Service Provider communications and extension/adoption activities	<p>Development and Implementation of ParaBoss Business Plan and annual operating plans targeting industry advisors and service providers/resellers.</p> <p>Delivery of adoption activities that can:</p> <ul style="list-style-type: none"> • Raise awareness of ParaBoss for Livestock advisors e.g. Field days, webinars • Influence and motivate livestock advisors to learn more about ParaBoss e.g. forums or workshops that increase the knowledge and skills of producers • Activities which lead to an increase in the number livestock advisors using ParaBoss with their clients and improving parasite management for flocks and herds delivering impact for farm productivity and profitability.

3.3 Requirements for the tender

The expression of interest is to be submitted to the Northern Beef Project Adoption Manager along with appendices as required, to address any specific requirements. The application must be submitted as a Microsoft word document. The proposal should include:

- A project plan addressing the IP owners' priorities and identifying any proposed additional deliverables to support ParaBoss Phase III project objectives.
- A detailed and fully costed budget that covers all the resources required to undertake the work, including details of basis for charging fees, number of days, expenses etc.

- The business details, project team’s relevant experience and approach that will be adopted to address the project objectives including at least two examples of previous work of relevance.
- Propose a payment schedule, taking account of the following:
 - Proposed milestones, timelines and payments required.
 - 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.

Note: project delivery dates must be realistic as MLA holds the successful contractor responsible for ensuring they are achieved. The MLA contracting process will take place as quickly as possible.

3.4 Selection Criteria

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

- Producer facing experience
- Existing industry networks
- Knowledge of Meat and Livestock Australian and Australia Wool Innovation extension and adoption programs
- Knowledge of parasite management
- Good understanding of the Australian livestock industry including important calendar of events
- Strong skills and experience in change management
- Monitoring and Evaluation practices
- Experience with social media engagement

3.5 Project management

The project will be managed by MLA’s Northern Beef Project Adoption Manager, Alana Boulton and AWI Program Manager, Sheep Health & Welfare Bridget Peachey. For more information regarding the application please contact Alana via email: aboulton@mla.com.au or via mobile: 0419 661 262.

SECTION 4

5. MLA's CONSULTANCY TERMS

A copy of MLA's consultancy agreement is available on MLA's website at www.mla.com.au/mla-agreements

SECTION 5

5. DECLARATION

5.1 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

5.2 **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

6. ANNEXURE