Request for Tender

Communications strategy for the new national Johne’s disease in cattle approach

JANUARY 2016
CONTENTS

BACKGROUND 4

CONDITIONS OF TENDERING 5
  The Requirement 5
  Lodgement of Tenders 5
  Corrections and Additions 5
  Ownership of tender documents 6
  Tender Validity Period 6
  Conflict of Interest 6
  The Contractor 6
  Cost of Preparing and Submitting the Request for Tender 6
  Alterations, Erasures or Illegibility 6
  Acquaintance 7
  Format of Responses 7
  Clarification 7
  No Contract or Undertaking 8

EVALUATION PROCESS 9
  Evaluation Criteria 9
  Tendered Prices 9
  Tenderers to inform themselves 10
  Point of contact 11

STATEMENT OF COMPLIANCE 12
  Tenderer Details 13
  Financial Viability 13
  Service Management and Delivery 14
  Capacity 14
  Experience and Capability 14
  Insurance and Indemnity 14
  Pricing Details 14
  Draft Conditions of Contract 15
  Tenderer Declaration 15
  Attachments 15

DETAILED SPECIFICATIONS 16
  Animal Health Australia’s requirement 16
  Background 16
  Terms of Reference 16
  Project milestones 16

ATTACHMENT 1 – SCHEDULE OF PRICES 18
  Introduction 18
  Price Basis 18
  Tendered Unit Rates 18

PRICE SCHEDULE – APPENDIX 1 19
  Price Basis 19
  Price Variation Formula 19
  Price Data of Tender Costs 19
BACKGROUND

Animal Health Australia (AHA) is an incorporated, not for profit, public company established in 1996 by the Australian, state and territory governments, and major national livestock industries, and is governed by an independently selected, skills-based board. Our members encompass all the state, territory and federal governments, the chief terrestrial livestock industries as well as other animal health organisations and service providers.

AHA works with our members to keep Australia free of new and emerging diseases and to improve animal health, enhance market access and foster the resilience and integrity of the Australian animal health system.

Terms of Reference for this consultancy have been developed and are included in the Detailed Specification section of this document.
CONDITIONS OF TENDERING

The Requirement

- Animal Health Australia (the Company) has a requirement for the provision of consultancy services to:
  
  - Develop a communications strategy that assists Animal Health Australia and stakeholders transition from the National BJD Strategic Plan to a broad endemic disease biosecurity approach.

- The selected Tenderer will be required to ensure the provision of the Services described in the Detailed Specifications, and in accordance with a supplied draft Conditions of Contract.

Lodgement of Tenders

- Tenders must be addressed as follows and lodged as indicated.

  Duncan Rowland  
  Executive Manager Biosecurity  
  Animal Health Australia  
  PO Box 5116  
  Braddon  
  ACT 2612

  Telephone enquiries may be made through 02 6203 3947

- Tenders must be lodged at the above by 5.00 pm on Feb 5th, 2015

- Tenders may be lodged by email to drowland@animalhealthaustralia.com.au

- Where tenders are lodged by email, an original hard copy must also be lodged by the closing time. Where there is discrepancy between the electronic and hard copies, the hard copy version marked Original shall prevail.

- All tenders and their content will be handled as Commercial in Confidence and will not be divulged to any other person or organisation.

- Tenders lodged after the closing time will be deemed to be late. Late tenders may be admitted to the evaluation process at the absolute discretion of the Company. No correspondence will be entered into in relation to a decision whether or not to consider a late tender.

Corrections and Additions

- Where a Tenderer becomes aware of any discrepancy, error or omission in the Request for Tender submitted and wishes to lodge a correction or additional information that must be done in writing and lodged in accordance with the above provisions before closing.
Ownership of tender documents

- All tender documents will become the property of Animal Health Australia once received. The Company may make copies of the tender documents for any purpose related to this Tender process.

Tender Validity Period

- The tendered offer remains valid for acceptance for period of 30 days from close of tenders. Tenderers should state any longer period for which an offer remains valid.

Conflict of Interest

- Where a Tenderer identifies a conflict of interest may arise in the provision of the Services, they are to identify that potential conflict of interest in their tender. If at any time prior to entering into a Contract for the Services, an actual or potential conflict of interest arises or may arise for any Tenderer, that Tenderer must immediately notify the Company in writing. If any such conflict of interest might arise for a Tenderer before entering into a Contract for the Services, Animal Health Australia may at its absolute discretion:
  a) enter into discussions to seek to resolve such conflict of interest; or
  b) disregard the tender submitted by such a Tenderer; or
  c) take any action it considers appropriate.

The Contractor

- Animal Health Australia wishes to deal with a single Contractor for the required services. However, in the event that a conflict of interest is identified with the Contractor or one of its sub-contractors, the Company reserves the right to select another Tenderer for all or part of the Services.

Cost of Preparing and Submitting the Request for Tender

- Under no circumstances will Animal Health Australia be responsible for any costs incurred by a Tenderer in preparing a tender, or associated expenses related to this Request for Tender.

Alterations, Erasures or Illegibility

- Tenders containing alterations or erasures, and in which prices or other information are not clearly and legibly stated, may be excluded from consideration. Any alteration made to a tender must be initialled by the Tenderer.
Acquaintance

- Tenderers shall not rely, and shall be deemed not to have relied, upon any statement or representation by the Company, whether before or after the date of this Request for Tender, in connection with the Request for Tender or the Request for Tender process, unless that statement or representation is made in writing by the Contract Authority or the Contract Manager.

Format of Responses

- Tenderers are required to submit their reply to this Request for Tender structured as follows:
  
  a) Executive Summary of the Tender;
  b) Phased Work Plan;
  c) Service Management and Delivery details;
  d) Schedule of Prices as at Attachment 1.
  e) Statement of Compliance;
  f) Tenderer Details;
  g) Insurance Details;
  h) Declaration by Tenderer as at Attachment 2;
  i) Capacity Details;
  j) Experience Details, including at least one referee.

- All particulars and information required in this Request for Tender are to be provided. Failure to do so may render a tender liable to rejection.

- Where the response to a particular requirement is covered in another clause or section of the tender a cross reference to that clause or section must be provided.

Clarification

- Where the intention of a tender is unclear, Animal Health Australia may seek clarification from the Tenderer. Any clarification provided by the Tenderer in response to a request for clarification is not to contain any new material additional to that included in the Tenderer’s tender. Failure to supply clarification to the satisfaction of the Company may render the tender liable to rejection.

- Animal Health Australia reserves the right to conduct negotiations with any or all of the Tenderers after the tender closing date. In these post tender negotiations, the Company may seek variations to an offer or may seek supplementary offers in respect of any changes to the originally stated requirements.

- Animal Health Australia reserves the right to enter into any such discussions and negotiations at its absolute discretion (which includes negotiating with any Tenderer as it deems fit including without the need to correspond with other Tenderers during this post tender period).
No Contract or Undertaking

- Nothing in this Request for Tender, or in any tender, or both, shall be construed to create any binding contract (express or implied) between Animal Health Australia and any Tenderer. Any conduct or statement of the Company whether prior to or subsequent to the issuance of this Request for Tender is not, and the Request for Tender is not, and shall not be deemed to be:

  a) an offer to contract; or
  b) a binding undertaking of any kind,

unless specifically expressed in writing as such and is signed by the Contract Manager.
EVALUATION PROCESS

- Tenders will be evaluated to identify the option that represents best value for money, that is, the tender that has the greatest intrinsic merit or benefit in proportion to its price.

- Animal Health Australia may at any time, at its absolute discretion, withdraw this Request for Tender and/or change, suspend or terminate the tender process including without reference or notice to any of the Tenderers.

- To enable a comprehensive and accurate assessment of each tender against the criteria listed in Clause 29, it is emphasised that Tenderers should provide the information requested.

- Neither the lowest priced tender, nor any tender, will necessarily be accepted. Animal Health Australia unconditionally reserves the right to accept or reject any tender regardless of compliance or non-compliance with the Conditions of Tendering. Acceptance of the preferred tender will be subject to the execution of a Contract substantially, in the form of Attachment 3 Draft Conditions of Contract, between the Company and the successful Tenderer.

- In determining best value for money, the Company is obliged to satisfy itself that prices offered are reasonable. The Tenderer agrees to provide access to such information as determined by the Company as necessary in order to evaluate the reasonableness of their tendered prices. Any information obtained will be treated by the Company as strictly confidential.

Evaluation Criteria

- The consultant will be selected on the basis of a demonstrated capacity in the following areas, arranged in order of priority:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Weighting</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Staff allocated to the project have experience in relevant areas and/or qualifications in relevant disciplines</td>
</tr>
<tr>
<td>B</td>
<td>A sound understanding of project requirements, including the importance of meeting project milestones/deadlines</td>
</tr>
<tr>
<td>C</td>
<td>Ability to provide written communication in a professional and appropriate format</td>
</tr>
<tr>
<td>D</td>
<td>Demonstrated successful completion of similar projects</td>
</tr>
<tr>
<td>E</td>
<td>Value for money</td>
</tr>
</tbody>
</table>

Tendered Prices

- The assessment of tendered prices will take into account the following:
a) whether the tendered price is fixed for the term of the Contract or variable (Tenderers should be aware that it is the Company’s preference for a fixed price);

b) the tendered rates for the required Services;

c) pricing flexibility;

d) settlement discounts (if any); and

e) any other costs or discounts which form part of the Tenderer’s offer.

**Tenderers to inform themselves**

- Tenderers shall be deemed to have:

  a) examined this Request for Tender, and any other documents referenced or referred to herein, and any other information made available in writing by the Company to Tenderers for the purposes of submitting a tender;

  b) examined all other information which is obtainable by the making of reasonable and timely inquiries and relevant to the risks, contingencies and other circumstances having an effect on their tender; and

  c) satisfied themselves as to the correctness and sufficiency of their tender, including quoted prices which shall be deemed to cover the cost of all matters necessary for the due and proper performance and delivery of the services described in the *Detailed Specifications*.

- It is the responsibility of Tenderers to obtain all information necessary or convenient for the preparation of their tender.

- The activities detailed in the *Detailed Specifications* are based on current and historical requirements. Tenderers must, however, make their own independent assessments of actual workload requirements under any resultant Contract and any tendered price will be deemed to have been based upon such an independent assessment. Such tendered prices and workload requirements must also accommodate, via the *Schedule of Prices*, the necessary flexibility of variances/fluctuations in Service demand.

- Any significant variation, i.e. significantly greater than the variations referred to in paragraph 30, to the scope or nature of Services required under the Contract due to planned or unforeseen activities will be the subject of appropriate Contract variation provisions. In situations where a requirement arises for a new service not covered under this Contract, the Company may, at its sole discretion, request a quotation from the Tenderer to perform the new service.
Point of contact

- All enquiries for information beyond that contained in this Request for Tender are to be formally lodged by either letter or email and are to be addressed to the Contract Manager:

Rob Barwell
Animal Health Australia
PO Box 5116
Braddon
ACT 2612
02 6203 3947
Email: rbarwell@animalhealthaustralia.com.au
STATEMENT OF COMPLIANCE

- Tenderers must state their compliance or otherwise with each clause and attachment of:
  a) Conditions of Tendering (paragraphs 6 - 23 of this document);
  b) Evaluation Process (paragraphs 24 - 36 of this document);
  c) Detailed Specifications
  d) Draft Conditions of Contract

- Responses are to be in the order in which the paragraphs or clauses appear and refer to the relevant paragraph or clause number or Attachment. Non-committal terms as ‘Noted’ should not be used and may be considered non-compliant. Tenderers are to use the following expressions:
  a) “complies”, which means:
     (1) in the case of a paragraph or clause which is of an informative nature only that the paragraph or clause has been read and understood;
     (2) in the case of a paragraph or clause which would impose a contractual condition or obligation, that the condition or obligation would be agreed to; or
     (3) in the case of a paragraph or clause which specifies a characteristic or performance to be met by the Services to be provided that the offer is to provide the requirement as specified;
  b) “does not comply”, which means that the complete contractual condition, obligation, characteristic or performance requirement imposed by the paragraph or clause would not be met by the offer;
  c) “partially complies”, which means that the contractual condition, obligation, characteristic or performance requirement imposed by the paragraph or clause can be substantially met by the offer, subject to certain qualifications;
  d) “significantly exceeds requirements”, which means that the offer would provide Services of greater value to the Department than those specified in the paragraph or clause; and
  e) “not applicable”, which means that, due to the nature of the offer, or of the Tenderer, the question of adherence to the paragraph or clause does not arise.

- Where an offer does not comply, or partially complies, with particular paragraphs or clauses in this Request for Tender, the extent of non-compliance must be stated. Tenderers must also provide reasons and details of any alternative proposal, including the price differential between compliance and non-compliance. The Tenderer must provide separately a summary list of paragraphs or clauses in respect of which there is non-compliance. Where an offer exceeds the requirement tenderers must provide details.
Where particular paragraphs or clauses in this Request for Tender require certain information to be provided by the Tenderer, that information may be incorporated in the Statement of Compliance or cross-referenced in the Statement of Compliance to the relevant part of the tendered offer.

**Tenderer Details**

- Tenderers are to provide the following details:
  
  a) full description of legal entity/company/enterprise name, including parent entity/company/enterprise name if appropriate;
  
  b) details of relevant partners/company principals, and public office bearers (if applicable);
  
  c) the date and place of incorporation and the Australian Business Number (if applicable);
  
  d) enterprise profile including the size, the location of enterprise sites, and enterprise service details;
  
  e) registered address;
  
  f) postal address;
  
  g) name, telephone, facsimile and email address of contact person for enquiries;
  
  h) details of any industry/professional association memberships.

**Financial Viability**

- It may be necessary for Tenderers to further confirm their financial viability and commercial stability. For this purpose Tenderers should, within five (5) days of being requested to do so, provide details of relevant financial data concerning the Tenderer’s organisation. Such information may include (but not necessarily be limited to):
  
  a) copies of annual reports; and
  
  b) particulars of any petition, claim, action, judgement or decision which is likely to adversely affect the Tenderer’s performance of the Contract.

- If the information provided pursuant to this requirement is not considered adequate, the conduct of a financial investigation of the Tenderer may be required.
Service Management and Delivery

- Tenderers are required to provide the following information:
  
a) details of how the management arrangements will operate for the delivery of the Service, including specific details about the nature and frequency of management direction and review of progress;

b) a summary of the skills and qualifications profile of the personnel to be employed in the performance of the Service (and curriculum vitae for staff who would be allocated to the project if known).

c) specific details of how the performance standards for the Service will be achieved and monitored.

Capacity

- Tenderers are to demonstrate that they have the organisational capacity to deliver the Services by providing details of the strategy(ies) for resourcing, in terms of staff/equipment/facilities, the proposed Service organisation, including the resources to be applied for the delivery of the Services from the Tenderer’s existing resource base.

Experience and Capability

- To assess the Tenderer’s capability to deliver the Services, Tenderers are to provide details of similar services provided within the last three (3) years, including:

a) the organisation(s) for whom the services were undertaken, including contact details;

b) the period over which the work was undertaken; and

c) the value of the work undertaken.

Insurance and Indemnity

- Tenderers will be expected to have in place insurance arrangements appropriate to the Services, which at least accord with legal requirements in respect of workers compensation, public liability and, where relevant, professional indemnity insurance. Details of the Tenderer’s existing insurance arrangements are to be provided. Tenderers are also expected to provide suitable indemnities as requested by the Company. Tenderers are required to provide details of current WorkCover Insurance Policy(s), including providing proof of current WorkCover Insurance Policy(s) held.

Pricing Details

- Tenderers are to complete the Schedule of Prices in the format set out in Attachment 1.

- Tendered prices shall include all charges necessary and incidental to the proper delivery of the Services.
• Tenderers are to indicate whether the tendered prices are Fixed or Variable. Where variable prices are tendered and for the purpose of comparative evaluation of tenders, account will be taken of changes in the price tendered which are likely to accrue over the expected period of the Contract as a result of the Tenderer’s proposed basis for price variation.

• Tendered prices are to be quoted in Australian dollars.

**Draft Conditions of Contract**

• A copy of the standard consultancy contract used by Animal Health Australia is provided as Attachment 3. The contract will be completed using this Request for Tender and the tender document submitted by the successful tenderer. Tenderers should be aware that due to timing constraints, the Company will be aiming to finalise the contract quickly after advice is provided to the tenderer that they are the successful bidder.

**Tenderer Declaration**

• Tenderers are required to complete the ‘Declaration by Tenderer’ form enclosed in Attachment 2.

**Attachments**

1. Schedule of Prices
2. Declaration by Tenderer
3. Draft Conditions of Contract
DETAILED SPECIFICATIONS

Animal Health Australia’s requirement

Animal Health Australia requires the successful consultant to develop a ‘communications strategy’ that communicates the outcomes of the national BJD Strategic Plan review process to stakeholders and sets out stakeholder commitments and responsibilities.

Background

Animal Health Australia was requested by industry and government stakeholders to undertake a review of the National BJD Strategic Plan. Animal Health Australia instigated the review process, which commenced with an open Forum in Sydney on 16 February, 2015. An iterative consultation process was then utilised that involved public fora and requests for submissions on discussion papers. A ‘BJD Reference Panel’, made up of representatives of the cattle industry, state and commonwealth governments, and associated industries, was engaged to develop the new policy framework.

The new national approach to the management of BJD is detailed in the document: A fresh approach to the management of Johne’s disease in cattle: management plan for cattle production conditions (contact Animal Health Australia for a copy).

Terms of Reference

1. Consult with all relevant stakeholders (including cattle peak industry bodies, state governments, Australian Cattle Veterinarians, Australian Registered Cattle Breeders’ Association) on their roles and responsibilities under the new national approach to Johne’s disease in cattle.


Process for review and consultation

The review process will be managed by Animal Health Australia.

Animal Health Australia will submit the review for competitive tender and a consultant may be selected by the tender panel, from the proposals submitted, provided a suitably experienced and qualified consultant is identified.

The selected Tenderer will be required to ensure the provision of the Services described in the Detailed Specifications, and in accordance with a supplied draft Conditions of Contract. A draft final report will be presented to AHA three weeks from the commencement of the contract.

The reviewer is to provide a final report to Animal Health Australia by Friday 4 March 2016.

Project milestones

| Tender closes | Feb 5th |

Request for Tender
<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Selection and appointment of successful tenderer</td>
<td>Feb 8th</td>
</tr>
<tr>
<td>Work plan finalisation</td>
<td>Feb 12th</td>
</tr>
<tr>
<td>Draft report to Animal Health Australia</td>
<td>Feb 29th</td>
</tr>
<tr>
<td>Final report to Animal Health Australia</td>
<td>Mar 4th</td>
</tr>
</tbody>
</table>
ATTACHMENT 1 – SCHEDULE OF PRICES

Introduction

The price schedule attached is designed to facilitate the evaluation of tenders for the provision of specified Services. It is envisaged it will form the basis for contract negotiation. Tenderers are required to comply with the paragraphs set out below and complete the schedule in full.

Price Basis

Tenderers shall indicate at Appendix 1 whether prices are fixed for the duration of the Contract or variable in accordance with a stated price variation formula.

Tendered Unit Rates

Unless otherwise specified, Unit Rates are to include the costs of all consumable materials and equipment in meeting the requirements of the specifications.
PRICE SCHEDULE – APPENDIX 1

Price Basis

Tenderers are required to state their price basis by placing a tick in the box to indicate their selected option:

A: Fixed

B: Variable in accordance with the enclosed price variation formula

Price Variation Formula

The Price Variation Formula to be applied is: (as applicable)

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

Price Data of Tender Costs

All Tenderers are to provide details of the basis for calculation of their fixed or variable price basis including as a minimum:

- Daily rates for all personnel involved in the delivery of the Services;
- Travel and accommodation costs;
- Administrative costs, including cost of work involving others than the prime consultant;
- Printing and production costs
- Any other costs involved in the pricing of this tender.
ATTACHMENT 2 – DECLARATION BY TENDERER

The undersigned, for and on behalf of [..insert company name..] hereby offers the Services tendered for herein at the prices quoted, and subject to the conditions set forth herein.

The offer contained in this tender remains valid for acceptance for a period of at least 30 days from the close of tenders.

<table>
<thead>
<tr>
<th>Signature</th>
<th>Date</th>
<th>Official Position in the Company/Firm</th>
</tr>
</thead>
<tbody>
<tr>
<td>Duly authorised to sign Tenders and Quotations for an on behalf of:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Registered Address</td>
<td>Postal Address</td>
<td></td>
</tr>
<tr>
<td>Telephone Number</td>
<td>Facsimile Number</td>
<td></td>
</tr>
<tr>
<td>Details of Point of Contact</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Position in the Company:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Telephone Number:</td>
<td>Facsimile Number:</td>
<td></td>
</tr>
<tr>
<td>Email:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>