



**Request for Tender**  
**Review of the Farm Biosecurity**  
**Project**

**JULY 2016**

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## BACKGROUND

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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. Its Members encompass all the state, territory and Australian governments, the mainstream terrestrial livestock industries as well as other animal health organisations and service providers.

AHA works with its 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.

The Farm Biosecurity Project is a joint awareness raising initiative managed by AHA and Plant Health Australia (PHA) on behalf of their Members.

PHA is the national coordinator of the government-industry partnership for plant biosecurity in Australia. Their goal is to work with Australian, state and territory governments and industry representatives to promote strong biosecurity practices that minimise plant pest impacts on Australia, enhance market access and contribute to industry and community sustainability.

The goal of the [Farm Biosecurity Project](#) is to raise awareness of biosecurity within the community. This is achieved through the Farm Biosecurity website, a key feature of the project. This site provides information about on-farm biosecurity measures, which help prevent emergency animal disease outbreaks and exotic plant pest incursions. It encourages producers to identify risks to their livestock, crops and plant products, and to minimise those risks through good practices.

This request for tender has been submitted on behalf of both AHA and PHA. However, this request for tender includes two parts and they are to be priced separately as part B relates specifically to AHA's requirements only.

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

## CONDITIONS OF TENDERING

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### The Requirement

#### Part A of tender

- AHA and PHA (the Companies managing the Farm Biosecurity Project) have a requirement for the provision of consultancy services to:
  1. Undertake a thorough review of the Farm Biosecurity Project by analysing the Project's ability to meet its goals and objectives.
  2. Provide recommendations that will enhance the Project and ensure its ongoing relevance and longevity.

#### Part B of tender

- AHA has a specific requirement for the provision of consultancy services to survey AHA's own Members to determine:
  1. That the Project is meeting their needs and expectations.
  2. How they engage with, value and utilise the Project.

#### General requirements

- All Tenderers 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.
- All Tenderer will be required to provide separate costings for Part A and Part B.

#### Lodgement of Tenders

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

##### VIA EMAIL

Harley McNamara  
Communications and ICT Coordinator  
[hmcnamara@animalhealthaustralia.com.au](mailto:hmcnamara@animalhealthaustralia.com.au)

Telephone enquiries may be made through 02 6203 3977

- Tenders must be lodged at the above by 5.00pm on 19 July 2016
- Tenders must be lodged by email to [hmcnamara@animalhealthaustralia.com.au](mailto:hmcnamara@animalhealthaustralia.com.au)
- 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

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- 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:

	Criteria	Weighting
A	Value for money	35
B	Experience in evaluating (and providing sound recommendations) agricultural communication programs	25
C	Understanding of Australia's animal and plant health systems, their purpose and target audiences	15
D	knowledge of the latest communications and marketing trends specifically those pertaining to the agricultural sector	15

### 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 via email and are to be addressed to the Contract Manager:

Harley McNamara

Animal Health Australia

Email: [hmcnamara@animalhealthaustralia.com.au](mailto:hmcnamara@animalhealthaustralia.com.au)

## STATEMENT OF COMPLIANCE

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- 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

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AHA and PHA require a consultant to undertake a thorough review of the Farm Biosecurity Project by analysing the theme, approach, existing tools, channels, outputs and how it is received amongst the target audience – Australian producers.

In addition, AHA also requires the same selected consultant to survey AHA Members to determine how they value, engage with and utilise the Project.

### Background

The Farm Biosecurity Project is a joint awareness raising initiative managed by AHA and Plant Health Australia (PHA) on behalf of their Members.

The goal of the Farm Biosecurity Project is to help producers by raising the awareness of ways to reduce the risks posed by diseases, pests and weeds to crops and livestock. Via the website, the project provides information about on-farm biosecurity measures which help prevent emergency animal disease outbreaks and exotic plant pest incursions. It encourages producers to identify risks to their livestock, crops and plant products and to minimise those risks through good practices.

The Project's central focus is the provision of tools, information and resources on the website [www.farmbiosecurity.com.au](http://www.farmbiosecurity.com.au).

Since 2010 a number of key initiatives have been undertaken to enhance the project. These include:

- Collateral and promotional material such as flyers, lens wipes, forms, guides and manuals: Ongoing
- Participation in the Australian Biosecurity Farmer of the Year Award: 2009 - 2013
- Three joint producer surveys: 2008, 2010, 2013
- Redesign of the brand: 2013
- Seven short awareness raising videos: 2013 – 2016
- E-newsletter distribution: Monthly
- General media and advertising campaigns: As and when required

### Terms of Reference

#### Part A General Terms of Reference

**The consultant is to conduct a review of the Farm Biosecurity Project using the existing objectives of the project to:**

1. assess the effectiveness of the project in achieving its stated objectives, outcomes and outputs as outlined in the 2014-17 business plan.
2. identify possible future directions for the project (e.g. provide objectives and outcomes, not just outputs) as it aims to evolve from an awareness raising project to one that encourages behavioural change.

3. provide recommendations for expanding the focus of the project to target additional audiences including all stakeholders within the livestock and plant supply chain and the general community.
4. recommend appropriate approaches with regards to:
  - a) identification of drivers of behaviour change and community engagement tools
  - b) use of contemporary and appropriate communication channels and activities
  - c) an overarching communications strategy
  - d) staffing levels
  - e) monitoring, evaluation and reporting of outcomes and outputs
  - f) providing an annual budget for the Farm Biosecurity Project (taking into account constrained resources) with consideration given to point 2 and 3 above.
5. recommend ways to engage with the livestock and plant supply chain and the general community that:
  - a) assists in reducing duplication of biosecurity awareness initiatives and/or leverages existing Member/stakeholder initiatives
  - b) positions the Farm Biosecurity Project as Australia's lead initiative in the provision of on-farm biosecurity resources
  - c) identifying synergies shared by the Farm Biosecurity Project and other AHA and PHA 'partner' biosecurity projects (in particular Livestock Biosecurity Network, Grains Farm Biosecurity Network), to improve ongoing collaboration/partnerships and consistent messaging.

#### Part B Terms of Reference specific to AHA's requirements

The consultant is also asked to consult with AHA's industry Members about the Farm Biosecurity Project to generate a better understanding about how they perceive, utilise and value the Farm Biosecurity Project. This feedback will help shape the recommendations that come out of this review.

1. The consultant will survey Members to:
  - a) determine if they consider the project has met its objectives
  - b) identify how they promoted the project within their businesses
  - c) identify areas for improvement and future opportunities for the project.



- d) qualify the benefits that have flowed to AHA Members by assessing those benefits against the 2014-2017 Business Plan objectives.

### **Process for review and consultation**

The review process will be jointly managed by AHA and PHA.

AHA 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 of Conditions of Contract.

### **Project milestones**

<i>Tender closes</i>	19 July 2016
<i>Selection and appointment of successful tenderer</i>	22 July 2016
<i>Inception meeting and work plan finalisation</i>	26 July 2016
<i>Stakeholder meetings and review period commences</i>	27 July 2016
<i>Draft report to AHA</i>	26 August 2016
<i>Final report to AHA</i>	3 September 2016

## **ATTACHMENT 1 – SCHEDULE OF PRICES**

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### **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**

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**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

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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.

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