REQUEST FOR TENDER

Title: Mitigating on-farm antimicrobial resistance risks for livestock industries.
Date of Issue: 4 January 2022, 12pm AEDT
Date of close: 18 January 2022, 12pm AEDT
Introduction

AgriFutures Australia is an organisation that proudly focuses on the future of Australian agriculture.

Our vision is to grow the long-term prosperity of Australian rural industries. In practical terms, this means:

- Initiatives that attract capable people into careers in agriculture, build the capability of future rural leaders, and support change makers and thought leaders
- Research and analysis to understand and address important issues on the horizon for Australian agriculture
- Research and development for established industries that do not have their own Research & Development Corporation (RDC), including the rice, chicken meat, honey bee and pollination, thoroughbred horse, pasture seeds, export fodder, ginger and tea tree oil industries
- Research and development to accelerate the establishment and expansion of new rural industries, such as deer, buffalo, kangaroo and camel milk.

Our approach

As a future-thinking organisation, AgriFutures not only tackles the rural challenges and opportunities we face today, but unearths the challenges and opportunities of tomorrow.

We place people at the centre of everything we do. We listen, connect and collaborate with emerging leaders in agriculture, industry bodies, other RDCs and government.

Our funding

AgriFutures Australia is primarily funded by an annual Australian Government appropriation.

Our values
Structure of the invitation

This Invitation comprises the following sections:

- Introduction

- Part A – The Tender
  - details about the procurement opportunity; and
  - an overview of requirements including description of the services in respect of which AgriFutures invites RFT’s from interested parties.

- Part B – Conditions of participation sets out the rules applying to the RDT process for the supply of services.

- Part C – Respondent’s response details the information to be provided by Respondent’s.

- Part D – Terms of Reference
# Part A – The Tender

<table>
<thead>
<tr>
<th></th>
<th>RFT Title</th>
<th>Mitigating on-farm antimicrobial resistance risks for livestock industries.</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>AgriFutures Contact</td>
<td>Rachele Osmond</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Manager, Research – Chicken Meat Program</td>
</tr>
<tr>
<td></td>
<td></td>
<td><a href="mailto:rachele.osmond@agrifutures.com.au">rachele.osmond@agrifutures.com.au</a></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Ph: 0419 787 219</td>
</tr>
<tr>
<td>3</td>
<td>Closing Time</td>
<td>18 January 2022, 12 pm (AEDT)</td>
</tr>
<tr>
<td>4</td>
<td>Lodgement Details</td>
<td>All applications must be submitted into K2, late submissions will not be accepted.</td>
</tr>
<tr>
<td>6</td>
<td>Information Session</td>
<td>Not applicable</td>
</tr>
</tbody>
</table>

## Indicative Timetable

<table>
<thead>
<tr>
<th></th>
<th>Activity</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Request for Tender Issue</td>
<td>4 January 2022</td>
</tr>
<tr>
<td>2</td>
<td>Briefing – By Phone</td>
<td>Not applicable</td>
</tr>
<tr>
<td>3</td>
<td>End of period for questions or requests for information</td>
<td>14 January 2022</td>
</tr>
<tr>
<td>4</td>
<td>Closing time for response</td>
<td>18 January 2022, 12pm AEDT</td>
</tr>
<tr>
<td>5</td>
<td>Intended completion date of evaluation of responses</td>
<td>28 January 2022</td>
</tr>
<tr>
<td>6</td>
<td>Negotiations with respondents (if applicable)</td>
<td>31 January 2022</td>
</tr>
<tr>
<td>7</td>
<td>Contract Execution</td>
<td>6 February 2022</td>
</tr>
<tr>
<td>7</td>
<td>Date of commencement of Project</td>
<td>1 March 2022</td>
</tr>
</tbody>
</table>
Overview of requirements

BACKGROUND

AgriFutures Australia is an organisation that proudly focuses on the future of Australian agriculture. AgriFutures main function and purpose is investment, dissemination and commercialisation of research and development for the benefit of our primary industries.

Antimicrobial resistance (AMR) is an ongoing global concern and Australia’s animal industries recognise the need to collaborate to understand and minimize the effects of AMR in the use of antimicrobials in production livestock. Antimicrobial stewardship (AMS) is a multifaceted approach to ensure the sustainable use of antimicrobials and to minimise resistance, an approach that is critical to ensure the safe and effective long-term use of antimicrobials.

This project aims to improve AMS at the farm level for Australia’s livestock industries and assist producers/farmers make on-farm decisions that will minimise AMR risks at the farm level.

SERVICE REQUIREMENTS

This RFT is seeking suitable applications that will explore ways in which AMS can be adopted across livestock industries at the farm level. AMS follows a “One Health” approach, where the health of humans, animals and the environment are considered as interconnected.

It is expected that the outputs this project will deliver tools to improve AMS across production livestock industries that will empower farmers to tailor an AMS program based on circumstances specific to their operation.

Project requirements and deliverables

The successful respondent will include the following in the project plan:

- The process/methodology to describe how the project will be conducted. It is expected that a background desktop review is included.
- Consultation with key animal industry stakeholders, describing how suitable industries will be identified and prioritised, and how they will be engaged during the project.
- Consultation with the project steering committee advising on key findings and recommendations throughout the project on a regular basis.
- A project timeline.
- Delivery of any draft outputs from the project to allow modification and refinement based on stakeholder feedback. This may include but is not limited to tools, communication materials and summaries of report findings.
- Delivery and submission of outputs via K2.

SUBMITTING A RESPONSE

Applications for this Request for Tender must be submitted online using the application in K2. Applicants are required to review the full Request for Tender documentation before submitting a response (please note the process will be called Request for Quotation or RFQ in K2).

New users need to register for access to the K2 platform, please note the provision of login details may take up to two business days.
Click here to login to K2

Users must create a K2 account before submitting a proposal. To set up a secure account before submitting a proposal, please visit the login page below to access our new user or new company request forms.

Usernames and passwords will only be issued while the applicable round is open. K2 guides and login | AgriFutures Australia

If you require assistance, please contact helpdesk@agrifutures.com.au

Evaluation Criteria

Responses will be evaluated against:

(a) The evaluation criteria identified in the table below; and
(b) The overall proposition presented in the response.

<table>
<thead>
<tr>
<th>Mandatory Requirements</th>
<th>Weighting</th>
</tr>
</thead>
<tbody>
<tr>
<td>Capability and relevant experience</td>
<td>20%</td>
</tr>
<tr>
<td>Technical skills</td>
<td>30%</td>
</tr>
<tr>
<td>Cost and value for money</td>
<td>20%</td>
</tr>
<tr>
<td>Project plan</td>
<td>30%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Desirable Requirements</th>
<th>Complies</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provide examples of your organisation’s ability to provide a similar service.</td>
<td>Yes/No</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Other Evaluation Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional Request for Tender Proposal</td>
</tr>
<tr>
<td>Organisation’s capability and networks</td>
</tr>
<tr>
<td>History of providing similar service</td>
</tr>
</tbody>
</table>
Part B – Conditions of Participation

Part B.1 – AgriFutures specific requirements

1. Invitation

1.1. Invitation

This invitation is not an offer. It is a formal request for respondents to submit an respondent's response for the supply of services in response to AgriFutures requirements in Part A.

Nothing in this Invitation is to be construed as creating any binding contract for the supply of services (express or implied) between AgriFutures and any respondent.

1.2. Accuracy of invitation

AgriFutures does not warrant the accuracy of the content of this invitation and will not be liable for any omission from the Invitation documents.

1.3. Additions and amendments

AgriFutures reserves the right to change any information or to issue an addenda to this Invitation.

1.4. Availability of additional materials

Additional materials (if any) may be accessed in the manner set out in Part A. Respondents should familiarise themselves with the additional materials.

1.5. Representation

No representation made by or on behalf of AgriFutures in relation to this invitation (or its subject matter) will be binding on AgriFutures unless the representation is expressly incorporated into any contract(s) ultimately entered into between AgriFutures and an respondent.

1.6. Licence to use Intellectual Property Rights

Persons obtaining or receiving this Invitation and any other documents issued in relation to this Invitation may use the documents only for the purpose of preparing an respondent’s response. Such Intellectual Property Rights as may exist in this Invitation and any other documents provided to the respondents by or on behalf of AgriFutures in connection with the RFT process are owned by (and will remain the property of) AgriFutures except to the extent expressly provided otherwise.

2. Communication

2.1. Communication protocol

All communications relating to this Invitation and the RFT process must be directed to the Organisational Contact.
2.2. Requests for clarification

(a) Any questions or requests for clarification or further information regarding this Invitation or the RFT process must be submitted to AgriFutures contact in writing prior to the RFT closing time.

(b) AgriFutures is not obliged to respond to any question or request for clarification or further information.

(c) AgriFutures may make available to other prospective respondents details of such a request together with any response, in which event those details shall form Part of this Invitation.

2.3. Briefing session

Not applicable.

2.4. Unauthorised communication

(a) Communications (including promotional or lobbying activities) with staff of AgriFutures or consultants assisting the organisation with the RFT process are not permitted during the RFT process except as provided in clause 2.1 above, or otherwise with the prior written consent of the AgriFutures contact.

(b) Nothing in this clause 2.4 is intended to prevent communications with staff of, or consultants to, AgriFutures to the extent that such communications do not relate to this Invitation or the RFT process.

(c) respondents must not engage in any activities or obtain or provide improper assistance that may be perceived as, or that may have the effect of, influencing the outcome of the RFT process in any way. Such activities or assistance may, in the absolute discretion of the organisation, lead to disqualification of an respondent.

2.5. Anti-competitive conduct

Respondents and their representatives must not engage in any collusion, anti-competitive or similar conduct with any other respondent or person in relation to the preparation, content or lodgement of their respondent’s response. In addition to any other remedies available to it under law, AgriFutures may, in its absolute discretion, disqualify an respondent that it believes has engaged in such collusive or anti-competitive conduct.

2.6. Privacy Laws

The Respondent must ensure that any collection, use, disclosure or transfer by the Respondent or the Respondent’s personnel, of personal information in connection with the participation in this Expression of Interest complies with all applicable laws and AgriFutures Privacy Policy, which is available at http://www.AgriFutures.com.au/privacy/.

2.7. Complaints about this Invitation

An respondent with a complaint about this Invitation or the RFT process which has not been resolved in the first instance with the Organisational Contact must follow the complaints process of AgriFutures.
3. Submission of an respondent’s response

3.1. Lodgement

(a) The respondent’s response must be lodged by the RFT closing time. The closing time may be extended by AgriFutures in its absolute discretion by providing notice to respondents.

(b) All respondents’ responses lodged after the RFT closing time will be recorded by AgriFutures. The determination of AgriFutures as to the actual time that the respondent’s response is lodged is final.

3.2. Late respondent’s response

If an respondent’s response is lodged after the RFT closing time, it will be disqualified from the RFT process and will be ineligible for consideration unless:

(a) the respondent can clearly document to the satisfaction of AgriFutures that an event of exceptional circumstances caused the respondent’s response to be lodged after the RFT closing time; and

(b) AgriFutures is satisfied that accepting a late submission would not compromise the integrity of the RFT process.

AgriFutures will inform a respondent whose response was lodged after the RFT closing time as to whether the respondent’s response is ineligible for consideration.

3.3. Providing a respondent’s response

It is the respondent’s responsibility to:

(a) understand the requirements of this Invitation, the RFT process and any reference documentation;

(b) ensure that their respondent’s response complies with all requirements of this invitation and is accurate and complete;

(c) make their own enquiries and assess all risks regarding this invitation and the RFT process;

(d) ensure that it did not rely on any express or implied statement, warranty or representation, whether oral, written or otherwise made by or on behalf of the organisation or its representatives other than any statement, warranty or representation expressly contained in this Invitation;

(e) ensure that they comply with all applicable laws in regard to the RFT process;

(f) be responsible for all costs and expenses related to the preparation and lodgement of its respondent’s response, any subsequent negotiation, and any future process connected with or relating to the RFT process.

3.4. Obligation to notify errors

If a respondent identifies an error in their respondent’s response (excluding clerical errors which would have no bearing on the evaluation), they must promptly notify the organisation.

AgriFutures may permit a respondent to correct an unintentional error in its respondent’s response where that error becomes known or apparent after the RFT closing time, but in no event will any correction be permitted if AgriFutures
reasonably considers that the correction would materially alter the substance of the response.

3.5. **Use of a respondent’s response**

Upon submission, all respondent’s responses become the property of the organisation. The respondent will retain all ownership rights in any Intellectual Property Rights contained in the respondent’s response. However, each respondent, by submission of their respondent’s response, is deemed to have granted a licence to AgriFutures to reproduce the whole, or any portion of their respondent’s response for the purposes of enabling AgriFutures to evaluate their respondent’s response.

3.6. **Withdrawal of a respondent’s response**

A respondent who wishes to withdraw a previously submitted response must immediately notify AgriFutures of the fact. Upon receipt of such notification, AgriFutures will cease to consider the respondent’s response.

3.7. **Status of respondent’s response**

Each respondent’s response constitutes a non-binding proposal by the respondent to AgriFutures to provide the services required under and otherwise to satisfy the requirements in accordance with Part B of this Invitation.

3.8. **Disclosure of RFT contents and RFT information**

Respondent’s responses will be treated as confidential by AgriFutures. AgriFutures will not disclose the information contained in a respondent’s response, except:

(a) as required by law (including, for the avoidance of doubt, as required under the *Freedom of Information Act 1982* (Vic))

(b) for the purpose of investigations by the Australian Competition and Consumer Commission or other government authorities having relevant jurisdiction;

(c) to external consultants and advisers of AgriFutures engaged to assist with the RFT process;

(d) to other government departments or organisations in connection with the subject matter of the RFT process; or

(e) general information from respondents required to be disclosed by government policy.

4. **Capacity to comply with the overview of requirements**

Part A details AgriFutures requirements for the services the subject of this Invitation. The assumption is that each respondent will be capable of providing all of the services in full. Where a respondent believes it will not be capable of providing all the services in full or will only comply with Part B subject to conditions, it should either not apply or set out potential limitations in their respondent’s response.

Respondents who are invited to participate in subsequent RFT processes (should such eventuate) will be provided with a full specification for the relevant services at that time.
5. **Evaluation**

5.1. **Evaluation process**

Respondent’s responses will be evaluated in accordance with the evaluation criteria stipulated in Part A.

A respondent’s response will not be deemed to be unsuccessful until such time as the respondent is formally notified of that fact by AgriFutures.

AgriFutures may in its absolute discretion:

(a) reject any respondent’s response that does not include all the information requested or is not in the format specified in Part A;
(b) after concluding a preliminary evaluation, reject any respondent’s response that in its opinion is unacceptable;
(c) disregard any content in a respondent’s response that is illegible and will be under no obligation whatsoever to seek clarification from the respondent;
(d) disqualify an incomplete respondent’s response or evaluate it solely on the information contained within it;
(e) alter the structure and/or the timing of the RFT process; and
(f) vary or extend any time or date specified in this Invitation for all respondents.

6. **Next stage of the RFT process**

6.1. **Options available to the organisation**

After evaluating all respondent’s responses, AgriFutures may without limiting other options available to it, do any of the following:

(a) prepare a short list of respondents and invite further offers from those respondents;
(b) conduct a subsequent procurement process calling for the services or any similar related services;
(c) enter into pre contractual negotiations with one or more respondents;
(d) decide not to proceed further with the RFT process or any other procurement process for the services; or
(e) commence a new process for calling for respondent’s responses on a similar or different basis to that outlined in the original invitation.

7. **No legally binding contract**

Being short listed does not give rise to a contract (express or implied) between the preferred respondent and the organisation. No legal relationship will exist between the organisation and a preferred respondent relating to the supply of goods and/or services unless and until such time as a binding contract is executed by both parties.

8. **Respondent warranties**

By submitting a respondent’s response, a respondent warrants that:

(a) in lodging its respondent’s response it did not rely on any express or implied statement, warranty or representation, whether oral, written, or otherwise
made by or on behalf of AgriFutures or its representatives other than any statement, warranty or representation expressly contained in the invitation documents;

(b) it has examined this Invitation, and any other documents referenced or referred to herein, and any other information made available in writing by AgriFutures to respondents for the purposes of submitting a respondent’s response;

(c) it has sought and examined all necessary information which is obtainable by making reasonable enquiries relevant to the risks and other circumstances affecting its respondent’s response;

(d) it otherwise accepts and will comply with the rules set out in this Invitation; and

(e) it will provide additional information in a timely manner as requested by AgriFutures to clarify any matters contained in the respondent’s response.

9. AgriFutures rights

Notwithstanding anything else in this Invitation, and without limiting its rights at law or otherwise, the organisation reserves the right, in its absolute discretion at any time, to:

(a) vary or extend any time or date specified in this Invitation for all or any respondents; or

(b) terminate the participation of any respondent or any other person in the RFT process.

10. Governing Law

This Invitation and RFT process is governed by the laws applying in the State of New South Wales. Each respondent must comply with all relevant laws in preparing and lodging its respondent’s response and in taking Part in the RFT process.

11. Interpretation

11.1. Definitions

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>AgriFutures</td>
<td>Rural Industries Research and Development Corporation Trading As AgriFutures Australia And The Organisation Issuing This Invitation.</td>
</tr>
<tr>
<td>RFT closing time</td>
<td>means the time specified at Item 4 of Part A.1 by which respondent’s responses must be received by the organisation.</td>
</tr>
<tr>
<td>RFT process</td>
<td>means the process commenced by issuing an Invitation for respondent’s responses and concluding upon either early termination of the process or a subsequent procurement process.</td>
</tr>
<tr>
<td>Intellectual Property Rights</td>
<td>includes all present and future copyright and neighbouring rights, all proprietary rights in relation to inventions (including patents), registered and unregistered trademarks, confidential information (including trade secrets and know how), registered designs, circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
</tr>
<tr>
<td>-----------------------------------------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Invitation</td>
<td>means the opportunity set out in each of the documents identified in the Introduction to this Invitation including this Part B.2, the RFT process and any other documents so designated by the organisation.</td>
</tr>
<tr>
<td>Item</td>
<td>means an item of this Invitation.</td>
</tr>
<tr>
<td>Overview of requirements</td>
<td>means the overview of requirements set out at Part A.2.</td>
</tr>
<tr>
<td>Part</td>
<td>means a Part of this Invitation.</td>
</tr>
<tr>
<td>Project manager</td>
<td>means the person so designated at Item 3 of Part A.1.</td>
</tr>
<tr>
<td>Representative</td>
<td>means a party and its agents, servants, employees, contractors, associates, respondents and anyone else for whom that party is responsible.</td>
</tr>
<tr>
<td>Respondent</td>
<td>means a person who submits an respondent’s response.</td>
</tr>
<tr>
<td>Respondent’s response</td>
<td>means a document lodged by an respondent in response to this Invitation containing a proposal to provide goods and/or services.</td>
</tr>
<tr>
<td>Services</td>
<td>means the services required by the organisation as stipulated in Part A.2.</td>
</tr>
</tbody>
</table>

### 11.2. Interpretation

In this Invitation, unless expressly provided otherwise:

(a) the singular includes the plural and vice versa;

(b) a reference to:

(i) ‘includes’ or ‘including’ means includes or including without limitation; and

(ii) ‘$’ or dollars is a reference to the lawful currency of the Commonwealth of Australia; and

(c) if a word or phrase is defined, its other grammatical forms have corresponding meanings.
Part C – Respondents Response

Essential Requirements in the tender response

Applications for this Request for Tender must be submitted online using the application in K2. Applicants are required to review the full Request for Tender documentation before submitting a response. Please refer to further instructions on submitting a response here.

It is expected that a Respondent’s submission includes:

- A summary of the proposed research.
- An outline of the project objectives.
- A detailed project plan (including proposed milestones) on how the research will be conducted and detailed methodology.
- Capability and experience of the research team.
- Research timeline.
- A detailed budget.
- Examples of similar work the respondent has conducted.

The resultant contract is expected to commence in March 2022.

It is expected that a contract will be awarded based on how well a respondent addresses the objectives of the open tender. Selection will be based on the evaluation criteria. A detailed response will be beneficial. There is the opportunity to include additional attachments if necessary with your application in K2.

Contact

Should you have any questions about the Request for Tender, please contact the Manager, Research prior to 5pm (AEDT) Monday 17 January 2022 (for questions relating to making a submission in K2, please email helpdesk@agrifutures.com.au).

The Manager, Research will take questions via email. A response, along with the question, will be posted in the Frequently Asked Questions section, below, within 24 hours of receipt. Individual responses will not be provided.

Manager, Research
rachele.osmond@agrifutures.com.au
Part D – Terms of reference

AgriFutures Australia uses standard form contracts and agreements for projects and research procured by AgriFutures (please refer to https://www.agrifutures.com.au/contracts-and-agreements/). These contracts and agreements set out the terms on which AgriFutures will engage successful applicants to carry out the project.

Applicants must be familiar with the contracts and agreements before submitting a response, and are advised to seek legal advice beforehand.

These contracts and agreements have been developed to reflect AgriFutures’ statutory and other procurement responsibilities.

If you require any amendments to the standard agreement please complete the statement of non-compliance for each of the relevant clause. AgriFutures will then assess those requests.

Applicants will be taken to have agreed to all clauses in the Research Agreement that are not referred to in a statement of non-compliance. The extent of any non-compliance will be a factor in AgriFutures’ evaluation of the application.

If you require further information regarding these contracts and agreements please, contact Erin Hulm, Manager, Legal Services via email erin.hulm@agrifutures.com.au.