



**Request for Proposal: Cost to Business - Regulatory Impacts and Planning Processes**

Closing 5pm 25 January 2019



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# I. OVERVIEW

## I.1 Invitation to Respond to this Request for Proposal (RFP)

Australian Pork Limited (APL) invites suitably qualified consultants (Respondents) to respond to this Request for Proposal (RFP) for the provision of a report on the cost to business on the regulatory impacts of the piggery planning process across Australia.

## I.2 Project Overview

The Australian pork industry is dedicated to producing environmentally sustainable and competitively priced pork while maintaining natural resources and business profitability. Fundamental to achieving this requires that the pork industry collaborate with key industry and government stakeholders, particularly state and local governments to ensure that pork production in Australia is environmentally sustainable while meeting regulatory requirements and community expectations.

Accordingly, a large part of APL's charter is to ensure that pork producers are aware of, and meet, industry best practice across a range of areas including health, biosecurity, food safety and the environment. This includes meeting all relevant Federal and state agency policies and regulations by ensuring industry specific risks are addressed at both a planning and operational level.

In the case of planning and environmental management, this is supported by a robust and proactive research, development and extension program that continually reviews and updates management practices based on the latest science and technologies. It is this science that underpins the pork industry's guidelines including the National Environmental Guidelines for Indoor Piggeries (NEGIP 2018) and the National Environmental Guidelines for Outdoor Production (NEGROP 2013).

Under the current planning and environmental regulation processes throughout Australia there are significant barriers and limitations to producers. These arise as a result of the disjointed and confused relationship between the planning and environmental assessors and decision-makers, a lack of consistent and consistently applied definitions, regulatory requirements and approvals processes across all levels of government, and even across government departments with various responsibilities in the planning and development space.

As a direct result of these conflicting requirements, significant confusion for project proponents and assessors regularly leads to protracted assessment and community consultation processes (over years in some cases), leading to significant direct and indirect cost, tribunal hearings and legal proceedings, and in some cases, ministerial intervention. These processes and interventions add considerably to application and approval costs and often results in delays to projects, abandoning projects entirely, significant opportunity cost and/or potentially driving industry investment to other states, or sometimes, countries.

Other issues are commonplace within the planning and environmental regulation areas. One example is a lack of corporate knowledge and staff resourcing at state and local government levels. As a result, producers are often provided incorrect information, such as they do not need a planning permit when they do. Producers are frequently provided conflicting advice, and in some cases years later, often after complaints, discover they should have obtained a permit. Such situations require a retrospective permit under a completely different planning environment and community political situation, and often this results in a permit refusal. In other situations, producers intentionally disengage with the planning process due to its complexity and uncertainty and push forward with projects that are unapproved, resulting in potential backlash to the industry as a whole.

APL engages deeply into the review of planning and environmental regulation in all states and is committed to an ongoing dialogue with governments to ensure that efforts to improve rural planning

policies are appropriately implemented for optimum environmental and community outcomes, whilst also facilitating the growth of the Australian pork industry. Despite the ongoing commitment and efforts towards collaboration with government at all levels, continuing issues with the approval of piggery developments and expansions have impacted on the pork industry. The delays imposed on piggeries to develop or expand are an expense that has yet to be measured. As well as these costly, and often unnecessary delays, there have been some inappropriate conditions that have been imposed on proponents that have resulted in additional direct cost through legal proceedings or mitigation measures, in addition to extensive project delays.

The project proposes to commission a thorough and independent report on the full cost to business throughout the planning and approvals process for pig producers across Australia seeking to undertake new development or expansion of existing production systems (“the Project”).

Proponents may respond to this RFP independently or in partnership with the ‘*New Emerging Piggery Development Hotspots of Tomorrow*’ project.

Commencement date: 25 February 2019.

Completion and final report delivered by 31 May 2019.

### 1.3 RFP Timetable

Key activities and proposed target completion dates for the RFP process are set out in the table below.

Milestone	Proposed Date
Issue of RFP	21 December 2018
Closing Time of RFP	5 pm 25 January 2019
Evaluation of RFP's completed	8 February 2019
Notification to Preferred Consultancy Firm	8 February 2019
<b>Contract Signed</b>	<b>22 February 2019</b>
Commencement date	25 February 2019
<b>Progress report and review</b>	<b>12 April 2019</b>
<b>Project delivered for APL review</b>	<b>31 May 2019</b>

APL may change the dates in the table above at its absolute discretion and will use its best endeavours to provide notification to Respondents.

### 1.4 Project Officer

The Project Officer for this procurement is:

Grantley Butterfield  
 Policy Manager – Planning and Environment  
 Australian Pork Limited

Email: [grantley.butterfield@australianpork.com.au](mailto:grantley.butterfield@australianpork.com.au)

Completed proposals should be addressed to the Project Officer.

### 1.5 Enquiries by Respondents

Respondents may seek clarification of the meaning of this RFP only from the Project Officer defined in Clause 1.5 of this document.

All enquiries in relation to this RFP must be in writing, by email and addressed to Grantley Butterfield at [grantley.butterfield@australianpork.com.au](mailto:grantley.butterfield@australianpork.com.au).

Official responses to enquiries by Respondents will only be issued by the Project Officer or nominated alternative.

APL will circulate questions and their answers to all Respondents without disclosing the source of the questions or revealing any confidential Respondent information.

APL will cease answering enquiries related to this RFP at 5pm, 18 January 2019.

## 2. TERMS OF REFERENCE

### 2.1 Australian Pork Ltd

Australian Pork Limited (APL) is the peak national representative body for Australian pig producers. It is a producer-owned not-for-profit company combining marketing, export development, research and innovation, and strategic policy development to assist in securing a profitable and sustainable future for the Australian pork industry.

The Australian pork industry employs more than 36,000 people in Australia and contributes \$5.2 billion in gross domestic product to the Australian economy. The pork industry contains roughly 1100 pig producers producing around 5.3 million pigs annually.

### 2.2 About the Request for Proposal

The Project proposes to commission a thorough and independent report on the cost to business of the regulatory impacts of the piggery planning process across Australia.

Your response to this RFP should provide the following information:

- The research methodology that will be used to develop the report,
- The key stakeholders that will be engaged during the Project,
- Demonstrated experience in undertaking similar analyses and preparing reports of this nature,
- Demonstrated understanding of the planning and regulatory frameworks throughout Australia, and
- A detailed timeline showing research milestones, consultation and analysis.

### 2.3 Project Scope

In completing the Project, the successful Respondent will be required to present a report outlining:

- A summary analysis of current planning processes throughout Australia,
- A summary analysis of the complaints reported from piggery development proponents,
- The identification of the typical barriers to development for new and existing production systems,
- A summary of the fees associated with development applications in each state,
- A cost scenario analysis for a development application (e.g. development application, environmental management plan, assessment, etc), and outlining the additional costs that result from barriers and impediments of the approval process (e.g. consultant fees, legal fees, opportunity cost, etc), and
- If possible, case studies of recent development processes.

## 3. CONDITIONS OF RFP

### 3.1 Invitation

Australian Pork Limited (APL) invites suitable consultancy firms (Respondents) to respond to this Request for Proposal (RFP) for the provision of:

A report outlining how the successful Respondent would carry out the Statement of Requirements in Schedule I.

Any responses that are not submitted according to the requirements in this RFP may be excluded from consideration.

This RFP is expressly not a contract between APL and the Respondent. Nothing in this RFP or in any response is to be construed as to give rise to any contractual obligations, expressed or implied.

APL may stop the RFP process, or re-start the RFP, at any time if it considers that it is in its interest to do so.

APL may amend this RFP, including extending the RFP closing time, by giving written notice. Any extension notice, or other variation or amendment, will be given the same distribution as the original RFP.

### 3.2 Interpretation

Throughout this RFP, unless the contrary intention appears:

- a. words in the singular will include the plural and the plural include the singular,
- b. words importing persons will include any company, trust, partnership, joint venture, association, corporation, body corporate or governmental agency, and
- c. a reference to any law or legislative provision includes any statutory modification, amendment or re-enactment, or any subordinate legislation or regulations issued under that legislation or legislative provision.

### 3.3 Language, Measurement and Currency

Respondent proposals, including all attachments and supporting material, must be written in English, and unless otherwise specified, measurement must be expressed in Australian legal units of measure.

Any prices quoted in Respondent proposals must be in Australian dollars excluding GST.

### 3.4 Applicable Law

The laws of the Australian Capital Territory apply to this RFP process.

### 3.5 APL Policy

#### 3.5.1 Privacy

APL is obliged to protect personal information in accordance with the Australian Privacy Principles in the *Privacy Act 1988* (Cth) (Privacy Act).

APL reserves the right at any time not to disclose any information that is subject to, or that APL reasonably believes could be subject to, protection under the Privacy Act.

Respondents must comply with applicable obligations under the Australian Privacy Principles in the Privacy Act.

If APL discloses any personal information to Respondents, they must also comply with the obligations under the Privacy Act, to which APL is subject, in relation to that information.



### 3.5.2 Workplace Relations

All Respondents will be required to comply with the relevant provisions of applicable legislative requirements, awards and workplace arrangements, including without limitation:

- a. workplace/industrial relations legislation,
- b. occupational health and safety legislation,
- c. workers compensation legislation, and
- d. affirmative action legislation.

### 3.5.3 Equal Employment Opportunity for Women

Respondents should comply with their obligations under the *Workplace Gender Equality Act 2012* (Cth)

## 3.6 Insurance

The preferred Respondent will be required to have in place insurance arrangements appropriate to meet the requirements in this RFP, including (without limitation) professional indemnity insurance, public liability insurance, property damage insurance, product liability insurance and workers compensation insurance.

## 3.7 Responsibility for RFP Costs

Participation in any stage of the RFP process or in relation to any matter concerning the RFP is at the Respondent's sole risk, cost and expense.

APL will not be responsible in any circumstance for any costs or expenses whatsoever incurred by any Respondent (or proposed sub-contractor) in preparing or lodging a proposal or in taking part in the RFP process or in taking any action related to the RFP process.

## 3.8 Respondents to Inform Themselves

Respondents are considered to have:

- a. examined the RFP and any documents referred to in the RFP and any other information made available in writing by APL to Respondents for the purpose of preparing their proposal
- b. examined all further information which is obtainable by the making of reasonable enquiries relevant to the risks, contingencies and other circumstances having an effect on their proposal
- c. made all investigations, interpretations and conclusions in relation to APL as necessary or desirable in preparing their proposal and
- d. satisfied themselves as to the correctness and sufficiency of their proposal including prices.

Respondents acknowledge that, except where expressly provided for in this RFP, the Respondent does not rely on:

- a. any statement, letter, document or arrangement whether oral or in writing or other conduct or
- b. any warranty or representation made by or on behalf of APL, as adding to or amending this RFP.

### 3.9 Addenda

APL may in its absolute discretion, issue addenda to the RFP. All conditions of the RFP will apply to addenda unless amended in the addenda.

Addenda to this RFP may be issued for the purpose of clarifying or amending the RFP. If any addendum is issued any necessary modifications to the Schedules of the RFP will also be made.

Respondents in doubt as to the true meaning of any part of the RFP must notify the Project Officer and request clarification. Any binding interpretation will be issued as an addendum.

All addenda issued will become part of the RFP. Respondents must respond to the RFP as amended by any addenda.

### 3.10 RFP Lodgement

Proposals must be lodged by **5pm 25 January 2019** via email to the Project Officer at Clause 1.5.

Lodgement of a proposal on time is entirely the responsibility of the Respondent.

Failure to comply with the RFP closing time may lead to the Respondent not being considered by APL.

The judgment of APL as to the actual time that a proposal is lodged is final.

APL reserves the right, at its sole discretion, to admit or exclude any late proposal, or parts thereof, submitted after the RFP Closing Time.

#### 3.10.1 RFP Electronic File Types

The Respondent must lodge their proposal in the following file types:

- a. Documents in Microsoft Word for Windows (Version 2003 or higher)
- b. Spreadsheets in Microsoft Excel for Windows (Version 2003 or higher)
- c. Graphics in Microsoft PowerPoint for Windows (Version 2003 or higher) and
- d. Any other documentation in PDF.

Lodgement of proposals in any other file type will not be accepted.

#### 3.10.2 Virus Checking

In submitting a proposal electronically, the Respondent warrants that they have taken reasonable steps to ensure that proposal files are free of viruses, worms or other disabling features which may affect APL's computing environment.

Proposals found to contain viruses, worms or other disabling features will be excluded from the evaluation process.

#### 3.10.3 Proof of Lodgement

When a proposal has been successfully received, APL will provide a separate email confirming receipt of the proposal to the email address of the sender of the proposal.

### 3.11 Pricing and Payment

#### 3.11.1 Complete Pricing and Payment

Respondents must complete the Pricing Schedule 3 for the delivery of the Project specified in the Statement of Requirements in Schedule 1.

Prices submitted by Respondents are to include all costs excluding GST associated with delivering the Project.

Payment made by APL to the successful consultancy firm will be made in 3 tranches upon completion of the following milestones:

1. Contract signature
2. Interim report and
3. Final report delivered, and Project approved by APL

Payments will be made on receipt of a valid tax invoice.

#### **3.11.2 No Alteration of Proposal Prices**

The proposed prices must be fixed for the RFP validity period.

#### **3.11.3 Compliance Costs**

Proposal prices are to include all costs of complying with the terms and conditions of this RFP, whether applying to the RFP process or to the performance of any agreement.

#### **3.11.4 Taxes and Charges**

Respondents must pay all applicable overseas and Australian (federal, state and local government) taxes and charges including any goods and services tax, consumption tax or any other form of indirect tax applicable to the performance of each contract.

Proposal prices must be submitted on a GST exclusive basis, with the applicable GST separately identified in Pricing Schedule 3.

#### **3.11.5 Mode of Payment**

RFP prices must not vary according to the mode of payment proposed.

### **3.12 Acceptance**

#### **3.12.1 Acceptance of Proposal**

Neither the lowest priced proposal, nor any proposal, will necessarily be accepted by APL.

#### **3.12.2 Whole or Part Proposal**

APL will not accept a part response to this RFP.

#### **3.12.3 No Legal Rights or Obligations**

No legal rights or obligations or contract in relation to the performance of the services detailed in the Statement of Requirements Schedule 1 will arise between APL and any Respondent prior to the execution of a contract. This clause does not apply to the Confidentiality Deed in Schedule 5.

#### **3.12.4 Acceptance of Conditions of RFP**

Lodgement of a proposal indicates the Respondent's acceptance of the conditions of the RFP.

### **3.13 Proposal Validity Period**

Proposals will remain valid and open for acceptance by APL for six months from the RFP closing time.

### **3.14 Unintentional Errors of Form**

If APL considers that there are unintentional errors of form in a proposal, APL may request the Respondent to correct or clarify the error but will not permit any material alteration or addition to the proposal.

Where APL considers that such corrections would introduce unfairness into the evaluation process, the corrections will not be admitted for evaluation.

### 3.15 Ownership of Proposal Documents

All proposal documents will become the property of APL. Ownership of the intellectual property in the proposals will however remain unchanged. APL will treat information provided in each proposal as commercial-in-confidence.

Intellectual property rights in the proposal do not pass to APL with the lodgement of the proposal. The Respondent grants APL a licence to retain, use, disclose and copy the information contained in any proposal document for the purposes of:

- a. evaluating or clarifying the proposal
- b. evaluating any subsequent proposal
- c. negotiating any resultant contract
- d. managing a contract with the successful Respondent, if any
- e. referring any material that suggests collusion or anti-competitive behaviour, however described, by Respondents to the Australian Competition and Consumer Commission (“ACCC”) and the use by the ACCC of the material to conduct any review or investigation it deems necessary
- f. responding to any challenge to the RFP process, audit or legal compliance activities and complying with APL reporting requirements and
- g. any other purpose related to the RFP process or above purposes.

### 3.16 Confidential Information

All Respondents must, before having access to any information provided by APL, or any of its advisors, in relation to this RFP process, have a senior representative of the Respondent’s organisation sign the Confidentiality Deed at Schedule 5.

APL undertakes to keep confidential any confidential information provided to APL by Respondents prior to awarding the contract and, in respect of unsuccessful Respondents, after the contract is awarded.

To enable APL to consider whether it agrees to keep specific information confidential Respondents must include in their proposal any request that information is to be treated as confidential following the award of a contract to it, specifying the information and giving reasons why it is necessary to keep the information confidential.

APL will consider any request and will inform the Respondent whether or not APL, in its sole discretion, agrees to the request and the terms under which it agrees. The terms of any agreement will form part of any contract awarded.

### 3.17 Security, Probity and Financial Checks

APL reserves the right to perform security, probity or financial (including credit) checks in relation to the Respondent, its partners, subcontractors, associates, or related entities. These checks may require individuals to sign forms verifying information relating to that individual and/or authorising the provision of confidential or personal information.

Respondents must provide, at their own cost, all reasonable assistance required by APL in undertaking and conducting the security, probity and financial checks.

### 3.18 Conflict of Interest

Respondents must state any circumstances or relationships, which constitute, or may be perceived to be, a conflict with the interests of APL in connection with this RFP or the provision of the services detailed in Statement of Requirements at Schedule I.

A conflict of interest may exist if the Respondent:

- a. or any of its personnel have a relationship (whether professional, commercial or personal) with APL personnel involved in the evaluation of RFP's or
- b. has a relationship with, and obligations to, an organisation, which would affect the performance of the contract or would bring disrepute to or embarrass APL.

Respondents must identify all actual or potential conflicts of interest that may arise at any time prior to entering into a contract or in the provision of services under any contract arising from the RFP process and immediately notify APL in writing.

Upon notification of an actual or potential conflict of interest, APL may:

- a. enter into discussions to seek to resolve the conflict of interest
- b. exclude the Respondent from further consideration (including terminating contract negotiations) or
- c. take any other action, which it considers appropriate.

### 3.19 Unlawful Inducements and Collusive Proposals

Respondents and their respective officers, employees, agents or advisers must not have violated any applicable laws regarding the offering of unlawful inducements in connection with the preparation of their proposal.

Respondents and their respective officers, employees, agents or advisers must not engage in any collusive activity, anti-competitive conduct or any other similar conduct with any other Respondent or person in relation to the preparation or lodgement of their proposal.

### 3.20 Improper Assistance and False or Misleading Claims

Respondent's proposals, which in the opinion of APL, have been compiled with the improper assistance of employees of APL, ex-employees of APL, and/or contractors or ex-contractors of APL, or with the utilisation of information unlawfully obtained from APL, will be excluded from further consideration.

If a Respondent is found to have made a false or misleading claim or statement, that Respondent's proposal may be excluded from further consideration.

### 3.21 Termination of RFP Process

APL reserves the right in its absolute discretion to suspend, terminate or abandon, in whole or in part, the RFP process at any time. APL will notify Respondents to this effect, but is not obliged to provide any reasons.

Respondents will have no claim against APL or its respective officers, employees or advisers with respect to the exercise of, or failure to exercise, such right.

### 3.22 Other APL Rights

Notwithstanding any other provision of this RFP, APL reserves the right, at any time to:

- a. alter, amend or vary this RFP and the process outlined in this RFP

- b. suspend or terminate this RFP process or any part of it
- c. require additional information or clarification from any Respondent or anyone else, or provide additional information or clarification to any Respondent or anyone else
- d. negotiate or not negotiate with any one or more Respondents, without corresponding with any other Respondent and discontinue negotiations at any time
- e. allow, or not allow, the successful Respondent to enter into the proposed contract in the name of a different legal entity from that which provided a response to this RFP
- f. add to, alter, delete or exclude any of the requirement to be provided by the preferred Respondent under this RFP and
- g. alter, amend or vary the terms of a draft contract released by APL at any time, including without limitation during negotiations.

For the avoidance of doubt, APL may exercise its rights under this clause and elsewhere in this RFP at any time and in its absolute discretion, unless this RFP expressly provides otherwise.

## 4. PROPOSAL EVALUATION

### 4.1 Evaluation Objective

APL will assess proposals to identify the process, which best meets the Project objective, deliverables, technical expertise and value for money.

### 4.2 Evaluation Stages

The evaluation will be undertaken in three stages consisting of the following:

- a. registration and initial screening
- b. evaluation of Respondents and
- c. selection of consultant.

#### 4.2.1 Stage One – Registration and Initial Screening

Proposals received by the RFP closing time and date will be registered and screened for compliance with the conditions of RFP in Section 3.

#### 4.2.2 Stage Two – Evaluation of Respondents

All Respondents' proposals will be evaluated against the same evaluation criteria and will be rated by consultancy expertise, proposed price and ability to deliver the required report within the required timeframes.

On completion of the initial evaluation APL may, at its discretion, request selected Respondents to make a presentation to APL in respect of their RFP and other relevant selection criteria.

APL shall advise Respondents not selected for further consideration as soon as practicable.

#### 4.2.3 Stage Three – Selection of successful Respondent

During this stage, APL shall, at its absolute discretion, make contact with Respondent referees, either by phone or in person, to assist in the evaluation.

At its absolute discretion, APL shall make a recommendation concerning the preferred proposal, which in its opinion, meet the requirements to the greatest degree.

APL will contact the successful Respondent in writing.

### 4.3 Evaluation Methodology

At the absolute discretion of APL, the proposal evaluation process may involve:

- a. discussions with some or all Respondents to provide written clarification of various aspects of their proposals or
- b. discussions with clients of some or all Respondents' referees.

APL may make independent enquiries about any of the matters that may be relevant to the evaluation of any proposal.

### 4.4 Evaluation Criteria

The evaluation criteria are listed below and are divided into:

- a. mandatory (Pass/Fail) criteria and
- b. comparative assessment criteria.

#### 4.4.1 Mandatory Criteria

APL will exclude a proposal from further consideration if APL, at its absolute discretion, considers that the proposal does not pass the mandatory criteria. For the purposes of this RFP, APL has defined as mandatory criteria the:

- a. conditions of RFP in Section 3 of this RFP and
- b. provision of required information in Section 5 of this RFP.

#### 4.4.2 Comparative Assessment Criteria

Respondents should note that the evaluation criteria are not listed in order of importance.

- a. methodology criteria: the degree to which a Respondent proposes to gather market intelligence and information for the cost benefit analysis to meet the Statement of Requirements in Schedule I
- b. pricing criteria: the whole of life cost to APL of the proposal, determined by APL, from the proposal. APL may normalise prices in proposals to form a basis for comparison between proposals
- c. corporate/risk criteria: the Respondent's corporate and financial capability to deliver the Project and any risks identified in the proposal.

#### 4.5 Debriefing

Unsuccessful Respondents may, after they have been notified in writing that they have been unsuccessful, request a debriefing from APL representative(s). At its absolute discretion, APL may provide a debriefing to a Respondent at such time and in such manner as APL considers appropriate.



## 5. REQUIRED INFORMATION

### 5.1 Provision of all Information

Respondents must submit their responses to this RFP as detailed in this Section and in Schedules 1 to 6 of this RFP to enable a comprehensive and accurate assessment of their proposal against the evaluation criteria.

### 5.2 Schedule 1: Statement of Requirements

Australian Pork Limited (APL) invites suitable consultants (Respondents) to respond to this Request for Proposal (RFP) for the provision of:

A report outlining the cost to business of the regulatory impacts of the piggery planning process across Australia.

### 5.3 Schedule 2: Respondents' Profile

Respondents must include in their proposal information about their organisation, experience, subcontractors, insurance and referees as required in the Respondent Profile Schedule 2.

### 5.4 Schedule 3: Pricing

Respondents must include in their proposal the pricing for the delivery of the Project as required in Pricing Schedule 3.

### 5.5 Schedule 4: Statement of Compliance

Respondents must include in their proposal a Statement of Compliance as required in Schedule 4.

### 5.6 Schedule 5: Confidentiality Deed

Respondents must sign a Confidentiality Deed prior to provision of any information by APL as required in Schedule 5.

## SCHEDULE I – STATEMENT OF REQUIREMENTS

### SI.1 Introduction

Australian Pork Limited (APL) requires a report which provides:

- A summary analysis of current planning processes throughout Australia,
- A summary analysis of the complaints reported from piggery development proponents,
- The identification of the typical barriers to development for new and existing production systems,
- A summary of the fees associated with development applications in each state,
- A cost scenario analysis for a development application (e.g. development application, environmental management plan, assessment, etc), and outlining the additional costs that result from barriers and impediments of the approval process (e.g. consultant fees, legal fees, opportunity cost, etc), and
- If possible, case studies of recent development processes.

### SI.2 Sub-Contracting

Where a third-party supplies components of a Respondent's proposal, the Respondent must contract with the third party itself. APL will only contract directly with the Respondent and the Respondent will provide all warranties.

### SI.3 Proposed Schedule

Milestone	Proposed Date
Issue of RFP	21 December 2018
Closing Time of RFP	5 pm 25 January 2019
Evaluation of RFP's completed	8 February 2019
Notification to Preferred Consultancy Firm	8 February 2019
<b>Contract Signed</b>	<b>22 February 2019</b>
Commencement date	25 February 2019
<b>Progress report and review</b>	<b>12 April 2019</b>
<b>Project delivered for APL review</b>	<b>31 May 2019</b>

## SCHEDULE 2 – RESPONDENTS’ PROFILE

Respondent must complete the following tables and attach the relevant documentation.

### S2.1 Respondents’ Details

Contact Person Name	
Contact Details	
Company Name	
Trading Name	
Registered Office	
Place of Incorporation	
Postal Address	
Principal Place of Business	
Australian Company Number	
Australian Business Number	
Website Address	
Current Directors & Appointment Date (if applicable)	
Number of Full Time Employees:	
Substantial Shareholders (>20% of issued capital)	
For a foreign firm or company, details of the place of business in Australia and the name of any Australian representative	
Details of any trust or fiduciary capacity in which you propose to provide the Services	
Details of any litigation, arbitration, mediation, conciliation or proceeding whatsoever including any investigations	

**S2.2 Conditions of Participation**

<p>Is the Respondent, or any of its subcontractors, bankrupt or insolvent?</p>	
<p>Has the Respondent, or any of its subcontractors, had any significant deficiencies in performance of any substantive requirement or obligation under a prior contract?</p>	
<p>Is the Respondent, or any of its subcontractors, named as not complying with the <i>Workplace Gender Equality Act 2012</i> (Cth)?</p>	
<p>Does the Respondent agree to comply with the minimum stated RFP validity period?</p>	
<p>Does the Respondent wish to declare any circumstances or relationships, which constitute or may constitute a conflict or potential conflict of interest in relation to this RFP or the Respondents obligations under any contract resulting from this RFP?</p>	

**S2.3 Related Body Corporate**

Full name of Related Body Corporate	
Australian Company Number	
Australian Business Number	
Status of related company	
Country of residence of registered office of the ultimate parent entity	
Details of any related companies within the meaning of Section 50 of the <i>Corporations Act 2001</i> (Cth)	

Note: A separate table should be completed for each related body corporate.

**S2.4 Subcontractors**

Name of Subcontractor	
Australian Company Number	
Australian Business Number	
Services to be provided	
Estimated percentage of the total Contract	

Note: A separate table should be completed for each sub-contractor.

**S2.5 Evidence of Financial Viability and Capability**

Submit evidence of financial viability and capability to perform the Contract.

Evidence of financial viability and capability to perform the Contract.	
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## S2.6 Insurance

Public Liability	Submit copies of the Certificate of Currency as a numbered attachment to the proposal and reference the attachment here.
Professional Indemnity	Submit copies of the Certificate of Currency as a numbered attachment to the proposal and reference the attachment here.
Workers' Compensation	Submit copies of the Certificate of Currency as a numbered attachment to the proposal and reference the attachment here.
Other (Please Specify)	Submit copies of the Certificate of Currency as a numbered attachment to the proposal and reference the attachment here.

Note: Details of additional relevant insurance should be included in the above table.

## S2.7 Conflict of Interest

Conflict of interest or potential conflict of interest	
Proposed method for managing conflict of interest	

## S2.8 Capability and Experience

Name of organisation	
Description of the services provided	
Estimated size/budget	
Period	
Nature of complexities	
Key personnel and their roles- include their position within organisation and a brief description of relevant job qualifications, experience and skill level	

Note: A separate table should be completed for each organisation.

## S2.9 Referees

Name of referee	
Name of organisation	
Location	
Name of contact person and their job title	
Telephone numbers	
Email address	
Brief description of work performed	
Describe the outcomes for the client organisation. Include information in \$'s value	

Note: A separate table should be completed for each referee. At least three references are required.

## SCHEDULE 3 – PRICING

The Pricing schedule for this RFP must be provided as an Excel worksheet called *Schedule 3 Pricing.xls*.

Respondents must complete an Excel worksheet and submit with their proposal.

Respondents must specify any assumptions made by them, which are applicable to their proposal as specified in this RFP and the Statement of Requirement.



## SCHEDULE 4 – STATEMENT OF COMPLIANCE

Respondents must state their partial compliance or non-compliance with each clause and clause number of this RFP including the conditions of proposal, and the Statement of Requirement.

Responses must be in the order in which the clauses appear and refer to the relevant number, Schedule or attachment.

Where a proposal does not comply with a particular clause, the manner and extent of non-compliance, including and the details of any proposed amendment, must be stated.

Respondents should complete the Statement of Compliance on an exceptions basis. APL will assume that the Respondent complies with all clauses of the RFP, conditions of proposal or Statement of Requirement unless otherwise stated.

In completing the ‘Compliance Status’ column in the table below Respondents should use one of the following expressions only, against each clause:

- a. “partially complies” meaning the condition or characteristic or performance requirement can be met by the proposal, subject to certain qualifications, which are stated in full or
- b. “does not comply” meaning that the complete condition or characteristic or performance requirement of the provision is not met by the proposal.

Respondents must write the words “not applicable” in the column headed ‘Clause’ if proposals are fully compliant.

### S4.1 Request for Proposal

Clause	Compliance Status	Reason(s) for non or partial compliance

### S4.1 Schedule 1

Clause	Compliance Status	Reason(s) for non or partial compliance

### S4.2 Schedule 2

Clause	Compliance Status	Reason(s) for non or partial compliance

**S4.3 Schedule 3**

Clause	Compliance Status	Reason(s) for non or partial compliance

**S4.4 Schedule 4**

Clause	Compliance Status	Reason(s) for non or partial compliance

**S4.5 Schedule 5**

Clause	Compliance Status	Reason(s) for non or partial compliance

## SCHEDULE 5 – CONFIDENTIALITY DEED

**THIS DEED** is made the                      day of                      2018  
 between  
 Australian Pork Limited (**APL**) of 2 Brisbane Avenue Barton ACT 2602  
 and

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(**Confidant**)

### RECITALS

- A. APL has released a request for proposal for the production of a report outlining the alternative options available to the Australian pork industry for identifying pigs. (**Request for Proposal**).
- B. The Confidant may become aware of information pertaining to, or in connection with, the Request for Proposal, which is Confidential Information.
- C. APL requires, and the Confidant agrees, that it is necessary to take all reasonable steps (including the execution of this Confidentiality Deed) to ensure that, as part of the proposal process, Confidential Information is kept confidential.

### OPERATIVE PROVISIONS

#### I. INTERPRETATION

**Confidential Information** means APL confidential information.

**Contract** has the same meaning as defined in the Request for Proposal.

**APL Confidential Information** means information disclosed by APL, or any representations of APL, to the Confidant that:

- a. is by its nature confidential or
- b. is designated by APL as confidential or
- c. the Confidant knows or ought to know is confidential or
- d. is comprised in or relates to APL material or
- e. is personal information under the *Privacy Act 1988* (Cth).

and includes (without limitation) information of a commercial nature relating to APL or its activities, but does not include information which:

- f. is or becomes public knowledge other than by breach of this Confidentiality Deed or any other confidentiality obligations or
- g. has been independently developed or acquired by the Confidant as established by written evidence.

**APL Material** means any material provided by APL to the Confidant for the purposes of the Request for Proposal process or which is copied or derived from material so provided, including, but not limited to, documents, equipment, information and data stored by any means.

## **2. NON DISCLOSURE**

- 2.1 The Confidant must not copy, reproduce or disclose any APL Confidential Information without the prior written consent of APL, which consent APL may grant or withhold in its absolute discretion, except to the extent that the Confidant copies or reproduces the APL Confidential Information for the purpose permitted under clause 3.1 of this Deed.

## **3. RESTRICTION ON USE**

- 3.1 The Confidant must use the APL Confidential Information only for the purpose of producing the Report, under or in relation to the Request for Proposal.

## **4. SECURITY**

- 4.1 If requested by APL, the Confidant must cooperate in any security checks APL or the wishes to make of the Confidant (including by providing information usually requested in such circumstances).

## **5. DELIVERY OF DOCUMENTS**

- 5.1 APL may, at any time and without notice, demand, either orally or in writing, the delivery to APL of all documents in the possession or control of the Confidant, which contain APL Confidential Information or Commonwealth Confidential Information.

## **6. CONFLICT OF INTEREST**

- 6.1 The Confidant warrants that no conflict of interest exists or is likely to arise while in receipt of APL Confidential Information.
- 6.2 The Confidant warrants that it will not permit any situation to arise or engage in any activity, which may result in a conflict of interest with the Confidant's receipt of APL Confidential Information.

## **7. SURVIVAL OF OBLIGATIONS**

- 7.1 The obligations in this Deed are perpetual.

## **8. INDEMNITY**

- 8.1 The Confidant indemnifies APL against any claim, loss, liability or expense incurred by APL, which is caused or contributed to by:
- a. the Confidant's failure to comply with this Deed or
  - b. the act or omission of the Confidant's employees, agents or subcontractors in relation to APL Confidential Information.

**EXECUTED as a Deed**

**Dated:**

**EXECUTED** by )  
 )  
 )  
..... )

as authorised representative for **Australian** )  
**Pork Limited (ABN 83 092 783 278)** in the )  
presence of: )

..... )

Signature of witness )

..... )

**Name of witness (block letters)** )

By executing this Deed the signatory warrants that the signatory is duly authorised to execute this Deed on behalf of **Australian Pork Limited (ABN 83 092 783 278)**

**EXECUTED** by )  
 )  
 )  
..... )

as authorised representative for \_\_\_\_\_ )  
\_\_\_\_\_ )

(ABN) \_\_\_\_\_ )

in the presence of: )

..... )  
Signature of witness )

..... )  
**Name of witness (block letters)**

By executing this Deed the signatory warrants that the signatory is duly authorised to execute this Deed on behalf of \_\_\_\_\_,  
(ABN \_\_\_\_\_)

--- End ---



## AUSTRALIAN PORK LIMITED

ABN 83 092 783 278

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