

Cape York Natural Resource Management Ltd.



Invitation to Tender

No CYNRMT01/19

**For the provision of review of existing and development of an
alternative Cape York Fire Funding Methodology**

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Section 1. Invitation to Tender Details

Cape York NRM is inviting eligible entities to submit a tender in relation to CYNRMT01/19 for the provision of review of existing and development of an alternative Cape York Fire Funding methodology as specified in this Invitation to Tender document.

- Item 1. Closing Date 5pm on Friday 20 September 2019
- Item 2. Contact Officer Denise Hinks
Corporate Support Coordinator
Denise.Hinks@corporatenature.org.au
0429007954
- Item 3. Confidentiality Your tender will remain confidential except when information is requested and required by law under the Right to Information Act 2009
- Item 4. Tender Validity Tenders must remain valid for a minimum period of 90 days after the closing date

Section 2. Conditions of Offer

- 2.1 **Project Manager.** The tenderer will appoint and nominate a Project Manager to oversee and supervise the technical requirements of the Specifications relating to the Contract
- 2.2 **Referees.** At the discretion of the Contact Officer, Cape York NRM, the tenderer may be required to provide details of up to two major corporate and/or Government clients as Referees including contact names, telephone number and positions held. Cape York NRM reserves the right to contact these clients during the evaluation process to obtain independent testimony on the Tenderer's previous performance
- 2.3. **Presentation.** Cape York NRM reserves the right to request the Tenderer to conduct a presentation and/or demonstration of the offered Goods/Services within such period as agreed between the Parties, from receipt of notice. Failure to comply with all or any of these requirements may result in Tender being considered non-conforming.
- 2.4 **Final Offer.** Cape York NRM may seek a best and final offer from one or more Tenderers.
- 2.5 **Sub-contracting.** Subject to the Conditions of Tender, Cape York NRM will consider a Tender submitted by a contractor and nominated sub-contractor/s, provided the combined members can fulfil all the Tenderer's requirements as set out in the Specification. Such Offers must identify:

- (a) one entity as the Tenderer and this party will undertake the role of Contractor and be responsible for managing the sub-contractor/s; and
 - (b) the other members as the proposed sub-contractor/s.
- If a Tender is submitted and identifies more than one entity as the Tenderer, this will result in the Offer being non-conforming.

2.6 **Insurance.** The Tenderer must provide evidence that it holds insurance policies and work cover described in the following table in the form of copies of its certificates of currency for the required insurances and work cover documentation.

Insurance	Amount of Cover	Period of Cover
Public Liability	\$10 million per occurrence and not less than \$20million in aggregate	From the Start Date until the end of any Agreement
Professional Indemnity	\$1,000,000.00	From the Start Date until six (6) years after the end of any Agreement
Worker's Compensation	To the extent required by law	From the Start Date until the end of any Agreement

If, at the time of submitting its Offer, the Tenderer does not have the required insurances or to the specified amount, it must indicate, at Response Form 6.2.1, its willingness to effect such insurances at its own expense or highlight why one or more of these are not necessary before any contract can be formed.

- 2.7 **Workplace Health and Safety.** The Tenderer must have in place appropriate WH&S policies and operating procedures, and the successful Tenderer must provide Cape York NRM with a copy of the relevant documentation within 30 days of execution of an agreement to deliver
- 2.8 **Service Agreement.** The successful Tenderer will be required to enter into a formal Agreement with Cape York NRM for delivery the goods and/or services in a format based on the Company's standard Contractor Agreement. A copy of the current Agreement Template is available from the Corporate Support coordinator.
- 2.9 **Contract disclosure.** At the conclusion of this Invitation process, Cape York NRM may publish a summary of the Contract awarded on its website and/or in its 'Healthy Country' Newsletter.

Section 3. Specifications

3.1. Purpose and Background

Background

Late season wildfires (LSW) occur across the majority of Cape York Peninsula. LSW impact: levels of ground cover leading into the wet season, soil erosion, water quality, greenhouse gas emissions, species diversity and ecosystem function. In addition, LSW is a major threat to the profitability and productivity of extensive

grazing enterprises through damage to infrastructure, loss of pasture and threats to life. In addition, unmanaged fire can cause significant impacts to culture and cultural values in the landscape.

Purpose

Cape York NRM require a review of existing fire funding methodologies specifically for East flowing catchments and the opportunities and challenges that exist with current methodologies. Further, it also requires and a framework for what this methodology would require along with a detailed implementation plan for development of the methodology.

3.2. Scope of Goods / Services Required

- A review of existing potential funding sources for fire management in Cape York and evaluate the investment required vs likelihood of success
- Identify and develop a framework for new potential funding methodology options, e.g. Reef Credits, Reef modelling, culture and biodiversity credits
- Analysis of alternative methodologies for funding fire management into the future
- Develop a detailed implementation plan for development of a long-term funding methodology for East Coast Cape York.

3.3. Milestones and Payment

A Milestone Schedule will be negotiated with the successful Tenderer based on provision of the services detailed in 3.2 above.

A Payments schedule will be negotiated on the basis of 3 payments per financial year, one of 50% on signing of agreement, one of 30% based on performance against milestones, and one of 20% on receipt of financial and performance reports in agreed formats.

3.4 Reporting

A reporting schedule will be negotiated based on monthly progress and a receipt of a financial and final report. The tender is due for completion by the 18th of October.

3.5 Pricing

The Tender is to provide a firm price based on the services listed in section 3.2 "Good and Services Required". The tender Response must include all contract costs and expenses associated with producing the deliverables outlined above. All costs for travel, accommodation, administrative costs and any other costs are to be included in the quoted prices.

The price to provide each of the services must be presented as an itemised budget for each item as set out in the Response to Tender form.

3.6 Submission Inclusions

- Certificates of currency for the required insurances;
- A completed and signed Response to Tender Form

3.6 Key Performance Indicators

Performance will be monitored against the milestones negotiated in accordance with section 3.3.4 of this document. Progress, Performance and Financial report dates will be negotiated in accordance with section 3.3.5 of this document.

4. Conditions of Contract

4.1 The terms and conditions of Cape York NRM's standard Consultancy Contract along with Milestone and Payment Schedules and any additional conditions of contract as detailed in clause 4.2, will govern any Contract established as a result of the Invitation to Tender Process.

A copy of the Consultancy Contract has been provided with this Invitation to Tender. Cape York NRM reserves the right to issue an amended Consultancy Contract prior to entering into a Contract with the Successful Tenderer, as and when required.

4.2 Additional Conditions of Contract

- Minimum \$10 Million Public Liability Insurance,
- Unlimited Workcover,