

Request for Quotation (RFQ) Parts A to C

VENDOR TO KEEP THIS PART

The provision of Scientific Advice and Services to the ongoing Norfolk Island Argentine Ant Eradication Program

RFQ 03/2025

Closing Time and Date: 2:00pm, 7 March 2025

Method of Lodgement: Vendor Panel

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PART A – RFQ CONDITIONS

1. Council Representative

All communications related to this RFQ must be directed to the following Council Representative in the first instance:

Peter Morichovitis
Principal Consultant – Peak Services
pmorichovitis@wearepeak.com.au

All correspondence regarding this RFQ must be submitted in writing via Vendor Panel.

2. RFQ Schedule

The following is an approximate process timeframe, provided as a guide only.

Process Task	Target Date
RFQ Release Date	14 February 2025
Last day for Submitting Clarifications	3 March 2025
RFQ Closing Date	7 March 2025
Target Commencement Date	April 2025

Timeframes nominated in this Clause 2 are subject to variation by Norfolk Island Regional Council (**Council**) at any time during the RFQ process, and Council will not be liable for any costs associated with any changes to the timeframes.

3. RFQ Response

The RFQ Responses must comprise fully filled out and completed Part D - Response Schedules, including all the relevant supporting documents.

4. Lodgement of RFQ Response

- (a) RFQ Responses must be submitted on or before the RFQ Closing Date.
- (b) All RFQ Responses must be submitted via Vendor Panel.

5. Prices Offered

- (a) All prices must be in Australian currency and excluding GST. Goods or services provided to Norfolk Island are not subject to GST.
- (b) RFQ Responses must include reasonable pricing transparency to enable Council to adequately assess and compare RFQ Responses.

6. Clarifications

- (a) Clarifications must be submitted via writing and by using Vendor Panel.
- (b) Council will endeavour to provide written responses to vendor queries and clarifications within a reasonable period. All responses will be made available to all vendors invited to submit an RFQ Response.

7. No Obligation to Proceed or Enter into a Contract

- (a) The RFQ is not an offer of contract by Council. The RFQ is an invitation for vendors to submit an offer for the supply of the Specification in this RFQ.
- (b) By issuing this RFQ, Council is under no obligation (whether equitable or legal) to proceed either in whole or in part with the award of a contract. Council is not committed contractually in any way to any person who may receive the RFQ or submits an RFQ Response.

8. Acceptance and Rejection of RFQ Response

(a) Rejection of RFQ Response

Council in its absolute discretion, may, without being under any obligation to give reasons for undertaking any of the actions specified below:

- i. reject any or all of the RFQ Responses, or to waive any irregularities in the RFQ Response;
- ii. accept all or any part of a particular RFQ Response;

- iii. accept any particular RFQ Response even though the pricing or some other aspect specified in that RFQ Response may not be as favourable as some other RFQ Response;
- iv. review, evaluate and dispose of any RFQ Response as it sees fit; and
- v. suspend, or discontinue, temporarily or permanently, the RFQ process at any time and for any reason.

9. Costs

Council is not and will not be responsible for any costs (whether direct or indirect) incurred by a vendor in preparing, submitting or participating in the RFQ or otherwise responding to the RFQ (including attending or providing demonstrations or site visits) or in any subsequent discussions or negotiations.

10. Conduct of Vendor

- (a) Vendors must not, and must ensure that their officers, employees, agents, representatives or advisors do not, in relation to the preparation, lodgement or assessment of the RFQ Response:
 - i. make false or misleading claims or statements;
 - ii. improperly obtain confidential information;
 - iii. receive improper assistance; or
 - iv. attempt to improperly influence an officer of Council.
- (b) Any vendor:
 - i. found to have offered a bribe, gratuity, bonus, discount or any sort of enticement to any Councillor, employee of Council or their representatives; will have their RFQ Response excluded;
 - ii. who discusses the RFQ with any Councillor, employee of Council (with the exception of the nominated Council Representative), at any time prior to the formal notification of any decisions, may have their RFQ Response excluded by Council.

11. Conflicts of Interest

- (a) Vendors must clearly identify in their RFQ Response whether or not they have any actual, perceived or potential conflict in responding to this RFQ, and if so, the manner in which they intend to deal with that conflict.
- (b) If, at any time, an actual or potential conflict of interest arises for any vendor, that vendor must immediately notify Council in writing of that Conflict of Interest.
- (c) If a vendor notifies Council of an actual or potential conflict of interest, or Council becomes aware of the existence of an actual or potential conflict of interest, Council may, in its absolute discretion:
 - i. enter into discussions to seek to resolve such conflict of interest;
 - ii. cease further consideration of and disregard the RFQ Response lodged by that vendor; and/or
 - iii. take any other action as it considers appropriate.
- (d) Any vendor who directly or indirectly canvasses support from an elected member or employee of Council will be disqualified and any RFQ Response will not be considered.

12. Right to Information and Disclosure

- (a) *The Freedom of Information Act 1992* (Cth) (**FOI Act**) provides members of the public with a legally enforceable right to access documents held by government.
- (b) The FOI Act requires that documents be disclosed upon request, unless the documents are exempt or, on balance, disclosure is contrary to the public interest.
- (c) Information provided by the vendor is potentially subject to disclosure to third parties pursuant to the FOI Act.
- (d) If disclosure under the FOI Act, or general disclosure of information provided by the vendor, would be of substantial concern to the vendor, because it would disclose trade secrets,

information of commercial value, the purpose or results of research or other information of a confidential nature, including personal information, this should be indicated by the vendor in its RFQ Response. It is not guaranteed that any information provided by the vendor will be protected from disclosure under the FOI Act.

- (e) The vendor must familiarise itself with the relevant provisions of the FOI Act dealing with the requirements for disclosure of information by agencies, and the grounds on which access to information may be refused.
- (f) No responsibility is accepted for the accuracy or adequacy of any information it provides to vendors concerning the content or effect of the FOI Act.
- (g) Council reserves the right to disclose, by publication by means of media of its choosing upon award of any contract details of the name and address of the Contractor, a description of the relevant goods, services or goods and services, the commencement and expiry dates of the contract and the consideration payable by Council under the Contract.

13. Information Privacy

- (a) Council is bound by the provisions of the Privacy Act 1988 (Cth) (**IP Act**).
- (b) By submitting an RFQ Response, the vendor warrants that it has obtained the consent of each individual whose personal information (as that expression is defined in the IP Act) is included in the RFQ Response for:
 - i. the inclusion of their personal information in the RFQ Response; and
 - ii. the use of the personal information by Council for the purpose of evaluating and awarding the RFQ Response; and
 - iii. the disclosure of the personal information to other parties (including professional advisors) as may be involved in assisting Council with the evaluation of the RFQ.
- (c) The vendor must indemnify Council against any claim, damage or loss (including legal costs and expenses) that Council may incur as a consequence of a breach by the vendor of the warranty in Clause 15(b).
- (d) Any personal information exchanged between the vendor and Council must be dealt with in accordance with the IP Act.
- (e) The vendor must immediately notify Council upon becoming aware of any breach of this Clause 15.

14. Public announcements

Neither the vendor nor Council will make any public announcements or disclosures as to the RFQ (except any advertising which Council undertakes to advise vendors of the RFQ), the RFQ process, or otherwise, in relation to the subject matter of any potential Contract, without the prior written consent of the other party (except as required by any applicable law or regulatory requirement).

15. Evaluation Principles

Evaluation of the RFQ Responses will be generally in accordance with the requirements of *Local Government Act 1993* (NSW) (NI) and other applicable legislative requirements.

16. Evaluation Criteria

The table below summarises the key attributes that will be considered when evaluating the RFQ Response.

Item	Evaluation Criteria
1	Capability and Experience
2	Solution and Methodology
3	Price

17. Conditions of Contract

Council intends to negotiate the terms and conditions of any contractual arrangements for the Specification with any preferred vendor on the basis of Part C – Conditions of Contract.

Each vendor must review and, as it considers appropriate, obtain independent advice (including legal advice) in relation to the Conditions of Contract.

18. Subcontractors, Licensees and Partners

- (a) Vendors must provide details of all subcontractors, licensees and partners proposed to be utilised in the delivery of the Specification.
- (b) Vendors remain fully responsible for the performance and delivery of any subcontracted or licensed works and must ensure that the obligations under the awarded Contract are reflected in any engagement of subcontractors and licensees.

19. Probity

Throughout the RFQ process, strict probity procedures will be implemented to ensure that all vendors are dealt with on a fair and equitable basis. Appropriate information management procedures will also be maintained to ensure:

- (a) non-discriminatory access by vendors to information;
- (b) access to clarifications in response to vendor enquiries; and
- (c) confidentiality of information provided by vendors to the evaluation team.

Any concerns regarding the probity of the process should be addressed in the first instance in writing to the Council Representative.

PART B – SPECIFICATION

1. INTRODUCTION

1.1 Purpose

Norfolk Island Regional Council (Council) is seeking an experienced and qualified Consultant to provide Scientific Advice and Services to the ongoing Norfolk Island Argentine Ant Eradication Program.

1.2 Norfolk Island

Norfolk Island is an external territory of Australia located in the Pacific Ocean between New Zealand and New Caledonia, 1,412 kilometres directly east of Australia's Evans Head (NSW) and about 900 kilometres from Lord Howe Island. Together with the neighbouring Phillip Island and Nepean Island, the three islands collectively form the Territory of Norfolk Island.

Norfolk Island is about 8km long and 5km wide and has a population of 2,100 people. Since the mid-1960s the major economic activity of Norfolk Island has been tourism and about 30,000 tourists visit the island annually.

It is often defined by its soaring pine trees and jagged cliffs, however, the island also boasts stunning sandy beaches such as Emily and Slaughter Bays with their reef-protected waters, and surf beaches, such as Bumbora and Anson Bays. The Norfolk Island National Park offers a range of walking tracks from relatively easy to more demanding routes, with stunning vistas and views over palm forests from Mt Pitt and Mt Bates.

1.3 Norfolk Island Regional Council

Council is the local government body of Norfolk Island which runs the usual local government services for the island community. Council operates under *the Local Government Act 1993* (NSW) (NI) and is regulated by the Commonwealth Department of Infrastructure.

Council is responsible for rates, roads, waste management, airport operations, telecommunications, electricity supply, liquor bond, water and wastewater; and various Commonwealth Services under a Service Delivery Agreement. The Council is also a major stakeholder for the islands power systems.

The Council's Planning and Environment department looks after the Island's Argentine Ant Eradication Program (AAEP).

2. AAEP

Argentine Ants were identified on Norfolk Island in 2005. Argentine Ants are considered one of the world's most invasive species. On Norfolk Island, Argentine Ants are primarily a threat to local agriculture and the natural environment, particularly nesting seabirds.

An eradication program for Argentine Ants on Norfolk Island commenced in 2008. Funding and resourcing dedicated to the program since this time has varied, as have the success rates. The eradication program is currently delivered by the Council, funded by the Australian Government under a Service Delivery Agreement between Council and the Department of Infrastructure, Transport, Regional Development and Communications.

The program has been designed by the CSIRO and is titled the Argentine Ant Eradication Strategy Norfolk Island 2022-2026. The program operates under the advice provided by the Technical Advisor, as nominated by CSIRO. The Australian Government has committed funding for the project until June 2026.

3. SCOPE OF SERVICES

The successful contractor is required to provide the following services.

- (a) Answer queries with science-based advice and quantifying progress data.
- (b) Engage with the APVMA and obtain/maintain permits to conduct the treatments using unregistered products.
- (c) Conduct monitoring, research, and interpretation, and submit reports of the finding to the APVMA, as requested by the APVMA as conditions of relevant permits.

- (d) Provide assistance, where required, in the sourcing of external funding for the long-term continuation of the program.
- (e) Provide assistance to the long-term planning of the eradication program and on-island activities of baiting, monitoring and assessments.
- (f) Conduct research that aims to improve the efficacy or utility of all program protocols, such as baiting efficacy and quantifying detector dog assessments.
- (g) Provide input for the Steering Committee.
- (h) Provide consulting and technical services as agreed between parties.

The successful contractor will be allocated the aforementioned tasks by the Council representatives during the Contract Term.

4. Contract Term

The Contract term will be from 1 April 2025 to 31 December 2026, with two further extension option periods each of one (1) year at Council's sole discretion.

PART C – CONDITIONS OF CONTRACT

For the purposes of this Contract, Council will be using AS 4122—2010 (Incorporating Amendment No. 1) Australian Standard® General Conditions of Contract for Consultants.

Part A - Annexure to AS4122- 2010 General Conditions of Contract for Consultants (following) shall be read as part of the Contract.

Part A - Annexure to AS4122- 2010 General Conditions of Contract for Consultants

**ANNEXURE to the Australian Standard
 General Conditions of Contract for
 Consultants**

PART A

Item 1 (Clause 1.1)	The Client is	Norfolk Island Regional Council (Council) ABN 60 103 855 713
Item 2 (Clause 1.1)	The Consultant is	-----
Item 3 (Clause 1.1)	The Contract documents	----- Shall comprise AS4122-2010 and Annexure Parts A to F
Item 4 (Clause 1.1)	Scope is described in the following documents	----- Request for Quotation - Provision of Scientific Advice and Services Norfolk Island Argentine Ant Eradication Program
Item 5 (Clause 5.1)	The purposes for which the Services will be suitable are:	----- The provision of scientific advice and services to the ongoing Norfolk Island Argentine Ant Eradication Program
Item 6 (Clause 6.1)	The Client’s Representative is:	-----
Item 7 (Clause 6.2)	The Consultant’s representative is:	-----
Item 8 (Clause 10.1)	Claims for payment must be made on the following basis:	-----
Item 9 (Clause 10.2)	Disbursements for which Consultant may claim payment	-----
Item 10 (Clause 10.3)	Time to claim payment is no later than:	-----
Item 11 (Clause 10.6)	Time for payment is no later than:	----- 30 days from date of presentation of invoice approved by the Client’s Representative
Item 12 (Clause 10.9)	The rate of interest for overdue payment is	----- Nil
Item 13 (Clause 12.1)	The date after commencement of this Contract, by which the Services must be completed is:	-----
Item 14 (Clause 12.3)	Other causes of delay for which the Consultant may notify an extension of time:	-----
Item 15 (Clause 13.2)	The Approvals to be obtained by the Consultant are:	-----
Item 16 (Clause 18)	The key personnel are:	-----
Item 17 (Clause 19.2)	Existing conflicts of interest:	-----
Item 18 (Clause 21.3)	Copyright and other intellectual Property Rights, the Alternative that applies is:	-----
Item 19 (Clause 21.3)	List excluded Intellectual property Rights	-----
Item 20 (Clause 21.4 Alternative 2)	The additional amount payable to the Consultant for Granting of Intellectual Property Rights to the Client is:	-----
Item 21 (Clause 22.1)	Does Clause 22 (Moral Rights) apply?	-----

Item 22 (Clause 23.1)	The following documents are confidential:	-----
Item 23 (Clause 24.4)	Maximum period for which Client may suspend the Services at any one time, after which the consultant may terminate:	-----
Item 24 (Clause 29.1)	The Consultant's liability is limited to:	-----
Item 25 (Clause 30.2)	The amount of public liability insurance is:	\$20 million (AUD)
Item 26 (Clause 30.4)	The amount of professional indemnity insurance is:	\$5 million (AUD)
Item 27 (Clause 30.4)	The professional indemnity insurance must be maintained for the following period:	Six (6) years after the contract completion date or termination of the contract.
Item 28 (Clause 30.7)	The Client must effect the following insurances and maintain them for the following periods:	-----
Item 29 (clause 33.1)	The address for the service of notices is:	-----
Item 30 (Clause 35)	The law governing this Contract is:	-----
Item 31	Has this Contract been amended from its original form	----- ----- -----
