



Expression of Interest (EOI)

PART A – Information about this EOI

Name:	EOI for Grazing Permits on Hunter Local Land Services Travelling Stock Reserves (TSR) – Period to 31 December 2018
EOI Number:	DI-LLS-15-602
Location:	Hunter Local Land Services Area

Lodgement details:

Closing Time:	N/A
Closing Date	N/A
Method:	e-mail: admin.hunter@lls.nsw.gov.au

Contact Person:

Name:	Jamie Maddocks
Position:	Regional Coordinator Invasive Species and Emergency Management
Telephone:	(02) 4938 4927, 0429 924365
Email:	jamie.maddocks@lls.nsw.gov.au

EOI Documents

Part A	Information about this EOI	PDF
Part B	Statement of Requirements	PDF
Part C	Response Form – to be submitted by respondents	MS Word
Part D	Location of Travelling Stock Reserves eligible for Long Term Grazing Permits Expression of Interest	PDF

Confidentiality

This EOI, including any attachments, is made available on a commercial in confidence basis. Any person in receipt of this document must ensure that all information whether written or verbal concerning this document is kept confidential, except any information which is in the public domain (other than as a consequence of a breach of this confidentiality obligation).

The Respondent must keep confidential any information concerning the Department or the State of New South Wales as a result of or in connection with its submission of a Response, unless otherwise agreed in writing.

Copies of this document or related documents must not be distributed except with the prior written consent of the Hunter Local Land Services.

The Response and any accompanying documents become the property of the Hunter Local Land Services.

These obligations apply equally to any sub-contractor used by the Respondent.

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1. GENERAL INFORMATION

1.1 Purpose of this Information Document

The purpose of this document is to provide information and guidance to respondents in making an Expression of Interest to the Hunter Local Land Services (HLLS) for Long Term Grazing Permits (LGP) for up to a 3 year period on the Travelling Stock Reserves (TSR's) in the Hunter Local Land Services area.

Further details including a list and the location of TSR's available and terms and conditions for entering into a LGP with HLLS are provided in **Part B - Statement of Requirements**.

1.2 Definitions

Unless the context requires otherwise, in this EOI:

“Addendum” means an addition to this EOI made by the Hunter Local Land Services before the Closing Date and Time.

“Alternative Response” means a Non-Conforming Response that is intended to offer a different method of meeting the objects and intent of the EOI.

“Conforming Response” means a response that conforms in all material aspects to the EOI.

“Non-Conforming Response” means a response that does not conform in all material respects with the EOI.

“Response” means the documents constituting an offer by a Respondent to supply services in response to this EOI.

“Respondent” means any entity responding to this document.

1.3 Hunter Local Land Services

Local Land Services brings together agricultural production advice, biosecurity, natural resource management and emergency management into a single organisation.

Eleven LLS regions, managed by 11 local boards cover NSW: Central Tablelands, Central West, Greater Sydney, Hunter, Murray, North Coast, Northern Tablelands, North West, Riverina, South East and Western regions. Each region is accountable for delivering services that add value to local industries, enhance natural resources, protect industries from pests and disease and help communities respond to emergencies like flood, fire and drought.

Local Boards headed by local Chairs work closely with farmers, landholders and communities. Each region will develop operational management plans that will prioritise service delivery on a regional basis, reflecting regional priorities.

Local Land Services Boards are accountable for

- administering and delivering local land services
- developing and implementing appropriate governance arrangements for the delivery of local land services
- preparing a State Strategic Plan and Local Strategic Plans
- providing and facilitating education and training in connection with agricultural production, biosecurity, natural resource management and emergency management
- making and managing levy rates, levies and contributions on rateable and other land
- providing and administering grants, loans, subsidies or other financial assistance for local land services
- communicating, consulting and engaging with the community, including the Aboriginal community, to encourage participation in the delivery of local land services.

The intent of the Board of the Hunter LLS is to:

- Optimise economic returns from TSR's whilst meeting social obligations and demonstrating good practice land management
- Operate TSR's as a commercial arm of the Hunter LLS business
- Maximise returns to lessors and Hunter LLS by optimising the length of the leasing period

1.4 Hunter Local Land Services Contact Person

Respondents should refer any requests for information concerning this EOI to the Hunter Local Land Services Contact Person nominated on the cover of this EOI.

Any information given to a Respondent to clarify any aspect of this EOI will also be given to all other Respondents if in the Hunter Local Land Services opinion the information would unfairly favour the inquiring Respondent over other Respondents.

Respondents should notify the Hunter Local Land Services Contact Person in writing on or before the Closing Date and Time if they find any discrepancy, error or omission in this EOI.

1.5 Addendum

The Hunter Local Land Services may change the EOI by issuing an Addendum in writing to all Respondents. The Addendum becomes part of the EOI documents.

1.6 The Hunter Local Land Services discretion

- The Hunter Local Land Services may discontinue the EOI process at any point for any reason, without making a determination regarding acceptance or rejection of any Responses.
- The Hunter Local Land Services may invite fresh responses based on the same or different criteria.
- The Hunter Local Land Services is not bound to accept any Response that does not adequately provide required information
- The Hunter Local Land Services has discretion whether or not to accept Responses which do not comply with all of the requirements of the EOI documents, or which contain conditions or qualifications.
- The Hunter Local Land Services will not accept EOIs from entity's that have outstanding financial obligations with the Local Land Services. For example overdue Rate payments, excluding approved payment plans.
- Before making any determination as to acceptance or rejection of Responses the Hunter Local Land Services may elect to conduct limited negotiation with preferred Respondents or a preferred Respondent.

1.7 Respondent's status

The Hunter Local Land Services contracts only with recognised, acceptable legal entities and does not contract with firms under any form of external administration. The Hunter Local Land Services may ask a Respondent to provide evidence of its legal status or capacity to contract.

1.8 Respondent's Response Costs

The Respondent acknowledges that the Hunter Local Land Services will not be liable to them for any expenses or costs incurred by them as a result of their participation in this EOI, including where the EOI has been discontinued.

1.9 Intellectual Property

All Responses become the property of the Hunter Local Land Services upon submission, unless expressly stated otherwise in the contract.

1.10 Code of Practice

Respondents must comply with the NSW Government Code of Practice for Procurement, which is available at www.procurepoint.nsw.gov.au. In submitting Responses, Respondents signify agreement to comply with the Code.

If a Respondent has failed to comply with the Code, this failure may be taken into account by the Hunter Local Land Services when considering its Response or any subsequent response and may result in this or any subsequent response being passed over without prejudice to any other rights of action or remedies available to the Hunter Local Land Services.

1.11 Conflict of interest

A conflict of interest arises when a Respondent, or a person or organisation associated with the Respondent, is in a position to benefit directly or indirectly from actions of the Respondent through an unfair or unintended imposition or loss on the Hunter Local Land Services or other party. A conflict of interest can also arise when a Respondent's integrity, objectivity or fairness in performing the services is at risk due to a personal interest or conflicting business arrangements.

Respondents must disclose in their Responses any potential or actual conflicts of interest that they may have or may be perceived to have in respect of their responsibilities to the State Government and other parties in entering into a LGP with the Hunter Local Land Services, should they be selected as a successful Respondent.

Identification of a conflict of interest or a perceived conflict of interest will not automatically exclude a Respondent from consideration. The Hunter Local Land Services reserves the right to assess the potential impact of the conflict or perceived conflict in relation to the response before a final decision is made. However, the Hunter Local Land Services decision about exclusion will be final.

To avoid actual or perceived conflicts of interest Board members and staff of the Hunter LLS are not eligible to submit a response through this EOI.

1.12 Exchange of information between government agencies

By submitting a Response, the Respondent authorises the Hunter Local Land Services to gather, assess and communicate to Commonwealth, NSW and local government agencies and authorities any information about the Respondent, including its financial position and the Respondent's performance in respect of any contract awarded as a result of this EOI process. Such information may be used for assessment of suitability of future response, tender, prequalification or contract opportunities.

The information that may be collected, exchanged and used in accordance with this provision includes "personal information" about a Respondent for the purposes of the *Privacy and Personal Information Act 1998 (NSW)*.

The provision of information by the Hunter Local Land Services to any other agencies and authorities is agreed by the Respondent to be a communication falling within section 30 of the *Defamation Act 2005 (NSW)*, and the Respondent shall have no claim against the Hunter Local Land Services or the State of New South Wales in respect of any matter arising out of the provision or receipt of such information, including any claim for loss to the Respondent arising out of the communication.

1.13 Financial Capability of Respondent

The Hunter Local Land Services reserves the right to reject any Response if the Hunter Local Land Services judges the Respondent not to have appropriate financial capability.

The Hunter Local Land Services will not knowingly accept responses from or award LGP's to Respondents who are subject to exclusion from quoting as a result of a breach of the NSW Government Code of Practice for Procurement, are bankrupt, are subject to a winding up order, or are corporate entities with persons involved directly or indirectly in the management of the entity who are disqualified under corporations law or have outstanding debt to Hunter LLS greater than 30 days.

1.14 Work Health & Safety

The respondent must:

- Ensure the health & safety of all people who may be affected by its activities under this LGP, including employees, subcontractors, members of the public and volunteers in compliance with the WHS Law.
- Undertake its own identification and detailed analysis of all work health & safety risks associated with this LGP and identify any reasonably foreseeable hazards in relation to the LGP and take all necessary measures to assess and eliminate or control the risks arising from those hazards
- Develop and implement a safe work method statement and a site specific safety and management plan; and
- Provide HLLS with a written report within 24 hours after a notifiable incident

Provide HLLS access to records as may be necessary to establish the LGP respondents compliance with its obligations pursuant to this requirement.

To the extent permitted by the law, the LGP respondent indemnifies HLLS against any damage, expense, loss or liability suffered or incurred by HLLS arising out of or in connection with the failure by the Respondent to comply with this requirement.

2. LODGEMENT

2.1 Instructions for Respondents

Respondents must read all parts of this EOI package including Parts A, B and D, and submit completed PART C – Response Form.

A separate Expression of Interest form (Part C – Response Form) must be submitted for each TSR.

Before submitting a Response, a Respondent must examine all information relevant to the risks and contingencies and other circumstances having an effect on its Response, including seasonal conditions. It is strongly recommended that Respondents inspect the relevant TSR prior to preparing a Response.

A Respondent must satisfy itself that the Response, including the response price is correct, and that it is financially and practically viable for the Respondent to enter into and perform the proposed contract if it were chosen to do so by the Hunter Local Land Services.

Prices, responses and other information provided in the Response are to be in writing and in English.

All tendered prices are subject to an annual Consumer Price Index (CPI) increase.

All pricing information provided in the response must be **exclusive of GST**.

2.2 Conformity of responses

The Hunter Local Land Services seeks Conforming Responses. Non-Conforming responses may be excluded from the response process without further consideration at the Hunter Local Land Services discretion.

2.3 Closing Date & Time, Address, Method

Respondents must submit Part C – Response Form direct to the following e-mail address: admin.hunter@lls.nsw.gov.au

The on-line process is an on-going process and as such there is no closing date or time.

Respondents may request assistance from LLS staff to submit completed Response Forms.

2.4 Electronic Lodgement

If the method of lodgement stated on the cover of this EOI includes electronic lodgement, responses submitted electronically will be treated in accordance with the Electronic Transactions Act 2000 (NSW), and given the highest level of confidentiality and probity.

If a Respondent experiences any persistent difficulty with submitting a Response Form to the admin.hunter@lls.nsw.gov.au email account, the Respondent should advise the Hunter Local Land Services Contact Officer.

Electronically submitted Responses may be made corrupt or incomplete, for example by computer viruses. The Hunter Local Land Services may decline to consider for acceptance a Response that cannot be effectively evaluated because it is incomplete or corrupt.

2.5 Minimum Validity Period

All Responses must remain valid for a minimum of 90 days from the Closing Date.

2.6 Further information

The Hunter Local Land Services may request a Respondent to provide further information after lodgement to assist the evaluation process. The Respondent should submit such information in the format and by the time requested.

3. EVALUATION

3.1 Evaluation methodology

The objective of the evaluation is to identify the Response(s) that best meet the Hunter Local Land Services requirements and represent best value for money for the Hunter Local Land Services.

Responses may be evaluated against the criteria set out in the Evaluation Criteria, which is not exhaustive. A Response which is rated unsuitable/unsatisfactory against one or more of those criteria may be excluded from further consideration.

The Hunter Local Land Services may also take into account any other considerations such as financial viability (including bankruptcy or insolvency) of the Respondent, including whether the Respondent has any outstanding accounts with the Local Land Services or any other information about the Respondent that the Hunter Local Land Services receives from any other source.

3.2 Evaluation Criteria

In evaluating Responses, the Hunter Local Land Services may take into consideration factors including, but not limited to, the following criteria which are listed in no particular order:

Criteria	Multiplying factor
The nominated amount being the annual dollar value for a LGP over the TSR.	4
Proposed approach to managing the TSR. (previous record of TSR management will be considered if respondent has previously held a grazing permit). Management actions proposed to maintain or enhance condition of pasture, infrastructure and native vegetation would also be considered favourably.	3
Relevant livestock production and/or land management experience. (Any records available to LLS on livestock or land/invasive species management will be considered).	2
TOTAL	9

In instances of comparable competing bids preference may be given to ratepayers of Hunter LLS.

4. OUTCOME

4.1 Negotiations

Before making any determination as to acceptance or rejection of Responses the Hunter Local Land Services may, at its discretion, elect to conduct limited negotiation with preferred Respondents or a preferred Respondent.

4.2 Debriefing for unsuccessful Respondents

All Respondents will be informed of the outcome of their EOI.

4.3 Method of Acceptance – Long Term Grazing Permit (LGP)

No Response is accepted unless and until the Hunter Local Land Services and successful Respondent sign a LGP acknowledging they agree to the Hunter Local Land Services Terms and Conditions for LGPs. A copy of the Terms and Conditions and LGP are available in **PART B – Statement of Requirement**.

4.4 Public disclosure

The Department may be required to publicly disclose details of any Responses submitted in response to the EOI, and details of any contract awarded, in accordance with the Premier's Memorandum M2007-01, and the Government Information (Public Access) Act 2009.

4.5 Complaints

It is the NSW Government's objective to ensure that industry is given every opportunity to win Government contracts. Should any person or entity feel that it has been unfairly excluded from quoting or unfairly disadvantaged by the terms of this EOI, they are invited to write to:

TSR Complaints

Private Bag 2010,
Paterson NSW 2421