**Request for Proposal**

1. **PURPOSE**

The purpose of this Request for Proposal (RFP) is to specify the technical and operational requirements for this procurement (as described in Section 4) to enable potential suppliers to submit a formal response for consideration by the, on the terms and conditions of this RFP.

**RFP-** **Protocol for including mitigation actions in**

**agricultural LCA assessments** **(MiLCA)**

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1. **Overview of RFP**

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| **SCOPE** | |
| Background: | The global dairy sector through its “net zero” ambitions is actively pursuing research and grass roots practice change to achieve the required mitigation outcomes. A large number of major dairy organisations are proactively quantifying their value chain emissions to better understand the greatest mitigation opportunities and how best to action these. There are many mitigation ‘levers’, possible, though incorporating the outcomes of the implementation of these in carbon footprint calculations is currently extremely challenging.  Although there are established protocols for calculating the carbon footprint of dairy production, there are two main gaps limiting progress:   * The scientific standards required to provide the evidence on efficacy and associated claims for new technologies (e.g. how much evidence is required before a mitigation lever is ‘scientifically’ considered to result in a reduction on the carbon footprint and how much reduction can be claimed on the basis of the available evidence). * How the implementation of these and associated impact can be included and reflected in carbon footprint calculations |
| Objective of this RFP: | The dairy industry wants to drive and promote the implementation of these new technologies and wants to ensure that accounting of any reductions is undertaken in a robust and responsible way. One of emerging and most promising mitigation levers to reduce the carbon footprint of dairy production are methane inhibitors[[1]](#footnote-2). Although methane inhibitory products are available in the marketplace and many on farm trials are being undertaken, very few dairy companies are including the associated emissions reductions in on-farm carbon footprint calculations as the process for doing this in a robust manner has not yet been established.  It is a critical time for the ruminant sector in the climate dialogues and it is important that technologies that are part of the emissions mitigation toolbox are used responsibly at the earliest opportunity. As a result, the following organisations have pooled resources and will collaborate with the aim of solving this challenge:   * Arla Foods * Danone * Fonterra * FrieslandCampina * Nestle * New Zealand Agricultural Greenhouse Gas Research Centre   **The above group of organisations is referred to in this RFP as “the Collaboration” or “the Collaborators”.**  This project seeks to develop a protocol that will be generally applicable for all on-farm mitigation technologies, though will initially be tested on methane inhibitors as this is currently highly relevant in relation to the net zero ambition.  This project will be conducted in close collaboration with and has the aim of building on the Global Research Alliance Flagship Project: [Feed Additives to Reduce Methane](https://globalresearchalliance.org/flagship-projects/feed-additives/), that aims to facilitate the development and use of feed additives to reduce enteric methane emissions in the livestock sector by providing technical guidelines and protocols on good practices to test and develop feed additives of different nature, including the assessment of how to account for the benefit of using feed additives as a mitigation strategy. |
| Service Provision (Inclusions): | See section 4 below. |
| **TIMETABLE** | |
| RFP Issued: | **19 December 2022** |
| Questions Close: | **05 February 2023** |
| RFP Closing Date and Time: | **14 February 2023, 17:00 (NZDT)** |
| Virtual interview(s) of selected application(s): | **W/C 6 March 2023** |
| Agreement executed: | **W/C 27 March 2023 (indicative date only)** |
| Unsuccessful suppliers notified: | **W/C 27 March 2023 (indicative date only)** |
| **CONTACT DETAILS** | |
| Collaboration Contact Person: | This RFP is being administered by the Project Manager, Brian Lindsay, on behalf of the Collaboration. All communication regarding this RFP should be directed to:  Brian Lindsay  Brian@lindsay-consulting.com |

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| **QUESTIONS ABOUT THE RFP** | |
| Questions: | * All questions should be emailed to the Collaboration Contact Person before the Questions Close date. * The Collaboration Contact Person will endeavour to respond promptly to enquiries about this RFP. |
| **RESPONSE INFORMATION** | |
| Number of Copies: | Respondents must supply:   * 1 electronic copy (PDF format) emailed to the Collaboration Contact Person before the RFP closing time and date.   Email attachments are to be formatted in a Microsoft Office application of PDF. It is the responsibility of the Respondent to ensure that the emailed response has been received by Collaboration Contact Person before the RFP closing time and date. |
| Response Instructions: | * A response must **include all the information, in the order and format, specified in Section 5** and be signed by the supplier’s authorised representative. Responses must state the supplier’s name, and the name and number of the RFP, as well as which project is being responded to. Suppliers may include requested additional information in an appendix. * Ensure your response is received by the Collaboration Contact Person by the specified closing date and time. |

1. **procurement specification**

**4.1 What we want**

***The Collaboration is seeking the development of a protocol that must support the inclusion of the impact (benefits) of on-farm mitigation actions in two parts.***

**The first component** is the development of a protocol that describes the requirements when a mitigation technology is applied, and that can be implemented in product life-cycle analysis and on-farm carbon footprint calculations, providing a high level of confidence that the claimed benefits (across all agricultural GHG’s) have been realised. The protocol will need to relate to the methodologies used for estimating National GHG emissions Inventories, though there is no expectation that the protocol will be the methodology used in National Inventory reporting.

This will include the scientific evidence and statistical basis for benefit claims and means of providing assurance that products have been used in a manner that enables the claimed benefits.

The protocol should address the following, though not be limited to:

Type of intervention/technology

a. Short description and introduction

b. Applicability in different production systems

c. Mode of action

d. Legal Status of the additive

e. Mitigation potentials

i. Methodologies to quantify efficacy

ii. Calculate the potential reduction for the unique scenario

iii. Potential reduction when used in combination with other mitigation approaches

iv. Trade-offs and co-benefits

f. Evidence published in peer reviewed journal (e.g. impact factors) or referenced by IPCC

g. Safety (Health and Safety)

i. For animals

ii. For humans (direct and indirect)

iii. For the environment (direct and indirect)

iv. Transfer to product – product safety

h. Other consequences on production

i. LCA (evaluation system)

ii. Within the value chain and between impact categories such as biodiversity

iii. Production

iv. Product composition

v. Economics

vi. KPI’s: estimated cost per tonne of carbon; litre or milk etc.

i. LCA of the additive itself

j. Appropriate use of the additive/inhibitor

This protocol must also provide a balance between the cost of implementation – both on farm and in providing oversight – and the economic value of the emissions reductions (*i.e. the cost of assurance must be appropriate for the size and value of the claimed benefits*), and ideally be able to generally fit within the on-farm compliance and assurance programmes typically operated by dairy companies. Hence, the establishment of this protocol should not hinder implementation of new technologies, and thus slow down climate mitigation action, but ensure a scientifically robust approach on focusing on the technologies that result in a reduction in GHG emissions whilst maintaining other key KPI’s.

**The second aspect of this project** will be to apply this protocol on methane inhibitors as one of the most exciting new technologies that the sector would like to explore and implement responsibly at the earliest opportunity.

The Collaborating parties’ ambition is for this protocol to become the publicly available global standard for application by any stakeholder when including methane inhibitors or other mitigation actions in carbon footprint calculations on agricultural animal products. This protocol will be internationally recognised as a scientifically robust method of accounting for methane mitigation approaches, alone or in combination with other actions, and importantly avoid any potential accusations of greenwashing in calculations or reporting.

* 1. **Project details**

**Timeline:**

The final protocol will be delivered with 8 months of the agreement to initiate the project.

**Ways of working:**

* Point of contact for the Collaborators will be Brian Lindsay – Project Manager
* Regular meetings of the Collaborating parties will be conducted (currently every 3 weeks). Input to these meetings by the project team will be required regularly to inform of progress and provide the opportunity to discuss any associated challenges with delivering the agreed outcome.
* A work plan will be agreed between the successful applicant and the Collaborating parties against which a delivery timetable will be established.
* A payment schedule will be established in line with the delivery timetable.

**Proposal submissions:**

Project collaborators would be pleased to receive applications from suitably qualified and potentially multi-disciplinary teams that have the necessary knowledge, experience, and wider appreciation of the subject to be able to deliver this vitally important protocol. Submissions must be submitted by completing the template in Section 5.

**4.3 Assessment criteria**

RFP responses will be evaluated based upon the indicative criteria described below. Those criteria are not exhaustive, are not in any particular order, and will not necessarily be given any particular weighting. Whilst price is a significant factor, the response with the lowest price may not be a response that is acceptable to the Collaboration, as it is essential that many other criteria are also met. Assessment of the Supplier’s capability to deliver the required goods or services will be based on the responses provided and any subsequent due diligence undertaken by the Project collaborators.

All applications will need to undergo an Eligibility process covering the below points before progressing (or not) to the next stage of evaluation

* **Eligibility Criteria**
  + - Have all parts of the full application form been properly completed?
    - Does the application address the research challenge in its entirety?
    - Has the applicant respected the word limits set for each question?
    - Has a multi-disciplinary team been established to deliver the project?
    - Does the lead Party (individual) have experience in coordinating multi-disciplinary projects?
* **Technical and Operational**
* Capability to conduct the project
* Relevant skills, knowledge, expertise, and experience of the participants
* Project delivery approach and timetable
* Clarity of approach and deliverables
* **Pricing of proposal: value for money**
* **Commercial:**
* Provider history and performance
* Demonstration of relevant industry and international networks and relationships that can be drawn on to assist in the delivery of this contract
* **Contractual:**
* Acceptance of terms and conditions as defined in the project contract.
* Conformity to RFP documents and instructions

**4.4 Reference Checks**

The Collaboration Contact Person, on behalf of the Collaboration may carry out reference checks to validate that Suppliers can adequately provide the services to the Collaboration. The reference check process has the following objectives:

* to ensure there are appropriate levels of assurance about the trustworthiness of the Supplier and its proposed personnel;
* to confirm that the Supplier has recently, successfully provided similar services to those required under this RFP; and
* to determine that the Supplier can deliver the services to the standards and quality measures that the Collaboration requires.

1. **response template**

Responses must be provided using the format and order in the following template.

**Request for Proposal**

**Response From: [Insert name/institution here]**

**RFP-** **Protocol for including mitigation actions in**

**agricultural LCA assessments (MiLCA)**

**Section One**

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| **SUPPLIER’S DETAILS**  The NZAGRC will contract with a single organisation. For a multi-party response to this RFP a single Supplier must be nominated. | |
| Full Legal Name |  |
| Trading name if different from above |  |
| Limited Liability Company. Yes/No/Other (Specify) |  |
| Address of registered office / postal address |  |
| Detail of owners/directors |  |

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| **CONTACT DETAILS**  (Suppliers must nominate one person within their organisation as their contact person responsible for this RFP. The Collaboration Contact Person will correspond with this person) | |
| Name |  |
| Telephone |  |
| Email address |  |

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| **SUBMISSION OF PROPOSAL**  The Supplier offers to supply goods and services to the Collaboration on the basis of this RFP, which if accepted in writing by the Collaboration, will become the basis of the agreement to be entered into between the supplier and the NZAGRC (as the contracting agent for the Collaboration).  The person signing this response is authorised to make the commitments set out in this RFP response on behalf of the Supplier. | |
| Name of person authorising this response. |  |
| Title |  |
| Signature |  |
| Date |  |

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| **SUPPLIER’S PROFILE** | |
| Provide a brief summary of the services you provide |  |
| Please provide details of the relevant insurances that you currently have in place?  Please state insurer, minimum amount and maximum excess in Euro | | **Policy Type** | **Minimum Cover** | **Maximum Excess** | | --- | --- | --- | |  | € | € | |  | € | € | |  | € | € | |
| Is your organisation currently involved in any pending or threatened litigation or regulatory inquiries relating to matters that could have an impact on your operations (significant monetary settlement or loss of business) or alleged violations of law? |  |
| Is your organisation registered and incorporated under relevant company law in any country?  Yes/No |  |
| Has your organisation ever been struck off the register of companies in any country?  Yes/No  If yes, please provide details |  |
| Please provide the date of your last independent Audit and name of Auditor |  |
| How long have you been in operation?  Is your organisation subject to insolvency, bankruptcy or liquidation proceedings including receivership and/or voluntary administration? Yes/No  If yes, please provide details |  |
| Indicate where you have offices and the number of staff in each office |  |
| Do you intend to subcontract or assign any part of the services? If so please provide details |  |
| Do you have any direct or indirect conflicts of interest or potential conflicts of interest in providing the required services? If so please provide details |  |

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| **ACCEPTANCE OF CONTRACTUAL TERMS & CONDITIONS** | |
| If selected by the Collaboration, please confirm that you agree to contract on the terms and conditions of the written agreement – as attached to this RFP as Section 8.  If a change is requested, clearly indicate the clause you would like to amend and why. **Precise wording changes or alternative clauses must be provided**. A response indicating that further discussion is required is not acceptable. |  |

**Section Two**

Please ensure you complete every component of this section.

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| **1. WORKPLAN & TIMETABLE** | |
| **REQUIREMENT** | **SUPPLIERS RESPONSE** |
| 1.1 Detail the proposed workplan and intended approach to be used to achieve the proposed objectives and outcomes.  *Please make sure you address ALL of the requirements for the project this proposal relates to, as detailed in Section 4 ‘Procurement Specification’ of this RFP.* *Plus include an outline of the team’s understanding of the task and what the critical actions that need to be undertaken and the potential barriers to delivery are.*  *Maximum 10 pages including words, charts and flow diagrams* |  |
| 1.2 Propose a detailed project timetable for the proposed objectives over the 8-month life of the project. This must include deliverables and milestones for each objective, delivery dates and any other key timings. This is to include review points where Collaborating parties input would be required. |  |
| 1.3 Detail any assumptions made regarding the content of this RFP. |  |

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| **2. RESOURCES, KNOWLEDGE & EXPERIENCE** | |
| **REQUIREMENT** | **SUPPLIERS RESPONSE** |
| 2.1 Starting with the Project Leader, please provide details of the team, including the organization they represent, that will deliver this project. Please include information on relevant skills and expertise, experience, relationships, facilities and networks that they will bring to the project requirements. Please indicate the amount of time each participant will contribute and to which specific parts of the project (e.g., objectives, milestones and/or deliverables).  *Maximum 3 pages total including tables outlining team members, deliverables and timelines etc* |  |
| 2.2 Please attach a short CV or profile for each **key** participant involved (max 2 pages per person). Each CV should include name, position, organisation, location, relevant experience & qualifications, specialist area of expertise and contact details. |  |

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| **3. POTENTIAL RISKS** | |
| *Please complete this table clearly outlining any risks to the project and the proposed strategy for mitigating those risks. Add as many rows as necessary.* | |
| **Potential Risk** | **Proposed risk mitigation** |
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| **4. PRICING** | |
| **REQUIREMENT** | **SUPPLIERS RESPONSE** |
| 4.1 Please provide detailed costings for the services provided, as per the tables.  The pricing provided in 4.1 must include the total amount of funding requested from the Collaboration and is expected to form the basis of the contract with the NZAGRC. | **FUNDING REQUESTED FROM THE COLLABORATION**  Respondents wishing to provide the required service are required to submit pricing in accordance with the following table. Additional lines may be added to the tables where necessary.  Pricing must be in Euro and exclude any relevant taxes.  **Summary of total project costs**   |  |  | | --- | --- | | **Expenses** | **Costs (Euro)** | | Personnel |  | | Operating costs |  | | Overheads |  | | *Add additional rows as necessary* |  | | **TOTAL FUNDS REQUESTED FROM THE COLLABORATION** |  | |

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| **5. REFERENCES** | |
| **REQUIREMENT** | **PROVIDERS RESPONSE** |
| 5.1 Please provide for the Supplier details of major customers and up to three referees that the Collaboration Contact Person can contact in relation to this work if required  *Maximum 2 pages* |  |

1. **EVALUATION OF RESPONSES**

* The Collaboration will evaluate responses based on the criteria described in Section 4.3.

**Tender Phases**

The evaluation of proposals will be conducted as follows:

* Proposals will be evaluated against the criteria in Section 4.3 in a two-stage evaluation.
* Based on the written proposals, one or more selected Suppliers will be invited for a virtual discussion with representatives of the Collaboration to discuss their applications in more detail.
* Upon internal approvals, the successful Supplier will be notified and will either be offered a contract based on their proposal or will enter negotiations with the NZAGRC on behalf of the Collaboration.
* Unsuccessful Suppliers will be notified.

1. **TERMS AND CONDITIONS OF THIS RFP**

**Supplier’s Obligations:**

The Collaboration will rely on the information in, and given about, a response. The supplier’s response (and any information about the response) must, therefore, be complete, accurate and not misleading. The supplier represents and warrants to this effect. It is the responsibility of the supplier to ensure that they are fully informed about this RFP.

**Use of Information:**

Suppliers may not use any information in this RFP, or provided in relation to it, except to prepare their response.

**Confidentiality of Supplier Information:**

The Collaboration will make every effort to maintain confidentiality in respect of information supplied by any supplier. However, confidentiality cannot be guaranteed because of the application of enactments including the Official Information Act 1982.

**Validity Period:**

Once submitted, each response remains open for acceptance by the Collaboration, and is irrevocable, and may not be withdrawn or modified, except with the written consent of the Collaboration, until expiry of 90 days after submission closing time.

**Rights reserved by the Collaboration (and where applicable the NZAGRC):**

In accordance with the NZ Government Rule of Sourcing, and where applicable the NZAGRC, reserves the unrestricted rights at any time to:

1. make any change to the RFP and to the RFP process. Where a significant change affects either the scope of work or the RFP process the Collaboration Contact Person will either notify the person or organisation initially advised of the RFP;
2. apply, or change, any policy or criteria relating to participation in this RFP process or the evaluation of responses;
3. exclude any person from this RFP process (whether on the grounds of capability, price, NZ Government policy or direction, security or operational requirements or otherwise);
4. reject or not consider any non-compliant response;
5. liaise, negotiate or contract with any supplier or other person at any time without disclosing this to, or involving or doing the same with, any other supplier or person (whether before, during or after this RFP process);
6. have any of the Collaboration’s representatives at any reasonable time inspect any property, or interview any personnel of any supplier or other person as part of its evaluation process;
7. suspend or cancel this RFP or any process arising from it at any time and for any reason by notice;
8. not accept the lowest or any response, or not enter into any contract;
9. enter into one or more contracts in respect of any part of the requirement;
10. not give any reason to any person for the rejection, failure or otherwise of any supplier or response, or any suspension or cancellation of this RFP process;
11. select a single supplier or a mix of suppliers as it sees appropriate to fulfil the objectives;
12. withhold any information from any person for any reason, and will not be responsible to any person for any information provided under or in connection with this RFP;
13. consider a response that has been submitted after the RFP Closing Date at its discretion; or alternatively, decline any response not received before the RFP Closing Date;
14. seek additional information about suppliers from any source;
15. require suppliers to submit further information or make presentations;
16. undertake due diligence relating to any supplier at any time during the RFP process;
17. enter into discussions and negotiations with any person or organisations (s), not necessarily restricted to those who responded this RFP;
18. re-advertise the RFP at any time.

**Acceptance of response not a contract:**

Should the Collaboration advise a supplier that their response is acceptable or may provide the basis for an agreement (namely, that the supplier is a preferred supplier), there will be no contract between the parties in relation to the procurement until a written agreement is entered into.

**Advice of outcome**

The Collaboration will advise suppliers if their response has been unsuccessful. Should a supplier wish to understand why their response may have been unsuccessful the supplier should contact the Collaboration Contact Person to arrange for a tender debriefing.

**Disclosure of Information:**

The Collaboration policy is:

1. to automatically disclose details of successful suppliers and price(s) (but no detail of price composition) to relevant industry / tender publications and other interested persons on request. If a successful supplier does not want this information disclosed, it must specifically request this treatment in its response and give its full reasons why, however, non-disclosure by the Collaboration cannot always be assured due to its own disclosure obligations;
2. details of an unsuccessful response will not be disclosed without the authority of the supplier concerned except to the extent the Collaboration may be required by law to disclose it.

**The Collaboration’s Disclaimer of Liability:**

While the Collaboration makes every effort to provide accurate information, neither accept any responsibility or liability (whether in tort, contract or otherwise) to any person for errors of fact, omission, interpretation or opinion that may be present, nor for the consequences of any decision based on this information.

**Privacy:**

The information suppliers provide will be held and used by the Collaboration for the purposes described in, or contemplated by, this RFP. Such information will be disseminated on a “need to know” basis only to those Collaborators and consultants tasked with setting up the procurement.

Suppliers have rights of access to, and correction of, personal information provided in their RFP response, in accordance with the information privacy principles of the most recent NZ Privacy Act (2020).

Any personal information submitted to the Collaboration in response to this RFP will only be retained as long as necessary by the Collaboration in accordance with its obligations under the most recent NZ Privacy Act (2020).

Any non-personal information may be retained, returned or destroyed at the Collaboration’s sole discretion.

**Proprietary Rights:**

Every proprietary right in information in, or provided by the Collaboration during the course of, this RFP belongs to the Collaboration.

**The Collaboration not liable for costs:**

The Collaboration will not be liable (in contract or tort, including negligence) for any direct or indirect damage, loss or costs (including legal and lawyer/client costs) to any supplier or other person in respect of this RFP process.

**No undisclosed benefits:**

Suppliers must not directly or indirectly provide any form of inducement or reward to any representative of the Collaboration in respect of this RFP.

**No Publicity:**

Suppliers must not, without the Collaboration’s prior consent in writing, make any public statements about:

1. this RFP or their participation in it, or
2. the suppliers or anyone else’s success, or lack of success, with a response.

This does not apply to information on this RFP which is already in the public domain.

**Currency:**

All pricing presented within a response is to be in Euros and exclude GST/tax unless specified otherwise in each case.

**New Zealand time:**

New Zealand time and dates apply to this RFP.

**New Zealand law:**

New Zealand law governs and New Zealand courts have exclusive jurisdiction.

1. **WRITTEN AGREEMENT**

Refer to the template document, which accompanies this document as Attachment 1.

Bottom of Form

1. Methane inhibitors includes any feed additives that reduces enteric methane emissions and also includes vaccination against methanogens. [↑](#footnote-ref-2)