



Australian Government

**Department of Infrastructure, Transport,
Regional Development and Communications**

REQUEST FOR TENDER

**For the provision of an Environmental Assessment Package
for Airspace and Flight Path Design for Western Sydney
International (Nancy-Bird Walton) Airport**

RFT No. 10019189

DRAFT

PART A5: SCOPE OF SERVICES

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Glossary

Terms	Definition
2015-2016 EIS	2015-2016 Western Sydney Airport Environmental Impact Statement.
Airport	Western Sydney International (Nancy-Bird Walton) Airport.
Airports Act	<i>Airports Act 1996</i> (Cth).
Airport lessee company	The company that is granted a lease over the Airport Site.
Airport Plan	The Western Sydney Airport Plan, published in 2016 and updated in 2020.
Airport Site	The site for Sydney West Airport as defined in the Airports Act. Note: <i>Sydney West Airport is the name used in the Airports Act.</i>
Airservices	Airservices Australia
CEC Strategy	Community Engagement and Communications Strategy.
Department	The Commonwealth of Australia represented by the Department of Infrastructure, Transport, Regional Development and Communications (as that may change from time to time).
Department's Program Manager	The Department officer who will manage the overall EAP.
Department's Project Manager	The Department officer who will manage the relevant Stream under the EAP.
Detailed Design	The draft final airspace and flight path design.
Environmental Assessment Package or EAP	The works set out in this Scope of Services.
EPBC Act	<i>Environment Protection and Biodiversity Conservation Act 1999</i> (Cth).
Long Term Operating Plan	The "Long Term Operating Plan" for Sydney (Kingsford-Smith) Airport and Associated Airspace found at: https://sacf.infrastructure.gov.au/ltop
Minister for Environment	The Minister responsible for the EPBC Act (who may change from time to time).
Plan for Aviation Airspace Management or PAAM	The PAAM outlines the decisions and processes followed to develop a preliminary airspace and flight path concept design for single runway operations at the Airport.
Preliminary Design	The draft airspace and flight path design set out in the PAAM.

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Program Management and Collaboration Plan	The alliance-based Program Management and Collaboration Plan set out in section 4.1.1 of Part 2 of this Scope of Services.
Program Manager	The person appointed by the successful Tenderer as the Program Manager for their respective Stream(s).
Project Manager	The person appointed by the successful Tenderer as Project Manager(s) for their respective Stream(s).
Project Plan	The plan set out in section 4.2.1 of Part 2 of this Scope of Services.
Senior Program Manager	The person appointed by the successful Tenderer(s) of Streams 1 and 2 for their respective Stream(s).
Stage 1 or Stage 1 development	The developments described as such in Part 3 of the Airport Plan.
Stage 1 operations	The airport operating at the capacity described in section 3.1.1 of the Airport Plan.
Stream	Refers to one of the streams of work within the EAP, being either Stream 1, Stream 2 or Stream 3.
Sydney basin	The Sydney basin is identified as the Sydney Greater Capital City Statistical Area, as defined by the Australian Bureau of Statistics. It is bordered by Sutherland and Bargo in the south, Lake Macquarie and the Hawkesbury River in the north and Mt Victoria in the west.
Western Sydney International Airport Project or WSIA Project	The planning, construction and management of the Airport.

OFFICIAL: SENSITIVE**Acronyms and abbreviations**

Acronym	Meaning
ANEC	Australian Noise Exposure Concept
ANEF	Australian Noise Exposure Forecast
ATC	Air Traffic Control
CASA	Civil Aviation Safety Authority
DAWE	Department of Agriculture, Water and the Environment
EAP	Environmental Assessment Package
EIS	Environmental Impact Statement
ESG	Expert Steering Group
FOWSA	Forum on Western Sydney Airport
GBMWA	Greater Blue Mountains World Heritage Area
IATS	International Aviation, Technology and Services Division in the Department
ICAO	International Civil Aviation Organization
KPI	Key Performance Indicator
NAP	Noise Abatement Procedures
NOS	National Operating Standard
OLS	Obstacle Limitation Surfaces
PAAM	Plan for Aviation Airspace Management
PANS-OPS	Procedures for Air Navigation Services – Aircraft Operations
PSG	Project Steering Group
RFT	Request for Tender
SID	Standard Instrument Departures
STAR	Standard Instrument Arrivals
TWG	Technical Working Group
WSIA	Western Sydney International (Nancy-Bird Walton) Airport

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Part 1: Project Background

1. Introduction

1.1. Introduction

1.1.1. The Department is conducting a two stage procurement process for the provision of the services of an Environmental Assessment Package (**EAP**) for the Airspace and Flight Path Design for Western Sydney International (Nancy-Bird Walton) Airport (**Airport**).

1.1.2. You are receiving this Request for Tender (**RFT**) as you were shortlisted to respond to one or more streams following an evaluation of stage one of this procurement process, which was an open Request for Expression of Interest (**REOI**), undertaken from June to August 2020.

1.1.3. The successful Tenderer(s) will be engaged by the Department to provide a comprehensive approach to undertake the environmental assessment, and to develop and deliver the requisite environmental assessment services to support the next phase of the Airport's development.

1.2. Western Sydney International (Nancy-Bird Walton) Airport Project

1.2.1. In April 2014 the Australian Government announced that the Commonwealth-owned land at Badgerys Creek would be the site for a new airport for Western Sydney. The Australian Government is investing up to \$5.3 billion to build the Airport, which is being led by the Department.

1.2.2. The Airport is a significant infrastructure project and the first capital city airport development in Australia for several decades, which will bring a range of social and economic opportunities for the Western Sydney and Blue Mountains regions.

1.2.3. The Australian Government is committed to developing and delivering Stage 1 of the WSIA Project by the end of 2026.

1.2.4. Stage 1 of the WSIA Project will involve the conversion of the existing semi-rural site to build the new Airport, including a single runway and related taxiways, aprons, terminal and support facilities capable of supporting all domestic and international aircraft anticipated to be in service. Stage 1 of the WSIA is expected to have an initial capacity of 10 million passengers per year.

1.3. Environmental Assessment Package

1.3.1. The Department is also responsible for leading the development of airspace and flight path design for the WSIA Project, working in close collaboration with Airservices Australia (**Airservices**) and the Civil Aviation Safety Authority (**CASA**).

1.3.2. An Airport Plan for Western Sydney Airport has been published, pursuant to section 96B(1) of the *Airports Acts 1996*. The Airport Plan was determined following finalisation of an Environmental Impact Statement under section 104 of the *Environment Protection and Biodiversity Conservation Act 1999* (**EPBC Act**).

1.3.3. Community and industry engagement undertaken in 2015 formed a critical input to the development of the principles and conditions contained in the Airport Plan. The Department has developed a preliminary airspace design which takes into account the future airspace design principles and Condition 16 of the Airport Plan.

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- 1.3.4. The Department has worked closely with aviation experts across government, specialist consultants and technical experts to develop the Preliminary Design for the airport, which is outlined in a document called the Plan for Aviation Airspace Management (**PAAM**).
- 1.3.5. The PAAM is a thorough and highly technical document that articulates the decisions and process followed to develop a preliminary airspace and flight path concept design for single runway operations at the Airport. The document includes the containment and detailed flight paths for day and night modes at the Airport, changes to other airports required as a result of the Airport and shows how the key performance areas of safety, efficiency, capacity and environment have been considered in the design. This document will provide the technical information required to undertake the environmental assessment and develop the assessment documents that may be required by the Minister for Environment.
- 1.3.6. The Airport Plan specifies that the PAAM must be referred to the Minister for Environment under section 161 of the EPBC Act. The EAP will include public exhibition of the preliminary flight paths and associated impacts on the community and the environment to facilitate feedback from the community to inform the final airspace design.
- 1.3.7. Community and stakeholder engagement through the public consultation period of the environmental assessment phase is a key priority for the Department to ensure the community is informed and engaged in planning processes to enable the provision of feedback to support the finalisation and implementation of the airspace and flight path design.
- 1.3.8. The EAP for the airspace and flight path design for the Airport is divided into:
 - a) **Stream 1** - Environmental Assessment Documentation;
 - b) **Stream 2** - Stakeholder Engagement Package; and
 - c) **Stream 3** - Online Interactive Flight Path and Aircraft Noise Communications Tool.

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2. Objectives and Timeframes

2.1. Key Outcomes and Expectations

2.1.1. The outcomes the Department is seeking through the delivery of the EAP are:

- a) an environmental assessment process and the production of a draft and final assessment document as required by the Minister for Environment that meets the requirements of Condition 16 of the Airport Plan and any guidelines issued under the EPBC Act for the conduct of the assessment to be delivered for consideration and approval by decision makers; and
- b) relevant communities are adequately informed, engaged and appropriately consulted about the Preliminary Design, including the associated impacts on the community and the environment.

2.1.2. The successful Tenderer(s) will be contracted to:

- a) **Stream 1** - Undertake necessary studies and prepare draft and finalised environmental assessment documentation including a draft and final Environmental Impact Statement (EIS) (if required), other associated materials and services as approved by the Department (including oversight of any public consultation and feedback process) in accordance with any and all guidelines and requirements from the Minister for Environment under the EPBC Act;
- b) **Stream 2** - Develop a detailed Stakeholder Engagement Plan incorporating best practice methods for communicating complex technical information; effectively deliver and execute the consultation and communication activities established under the developed Stakeholder Engagement Plan, including coordinated management and delivery of the public consultation and feedback process; and
- c) **Stream 3** - Develop, host and maintain an Online Interactive Flight Path and Aircraft Noise Communications Tool.

2.1.3. Due to the complexities of and interdependencies between the three Streams, the Department's preference is to engage a single Tenderer to deliver all services under each Stream. However, the Department may choose to engage up to three individual Tenderers to each deliver an individual Stream, should this approach best meet the Department's requirement to achieve value for money.

2.1.4. If multiple Tenderers are selected to provide the services under each Stream, the Department may select one Tenderer to be the 'Lead Supplier', as defined in clause 2.2.3 of the Draft Contract in Part A4 of this RFT, and may require the creation of a Program Management and Collaboration Plan to manage dealings between the service providers.

2.1.5. Tenderers should note that, regardless of the contract model selected by the Department, the performance of the EAP requires a coordinated project management approach across the three Streams to deliver high standard and quality outputs.

2.2. Key Milestones and Timeframes

2.2.1. The EAP will need to be undertaken within the timeframes prescribed by the Department to ensure alignment with the broader WSIA Project schedule. A high-level overview of the phasing and timing for performance of the EAP is provided at **Appendix 1**.

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- 2.2.2. Timeframes for the delivery of services are subject to change with short notice from the Department. Tenderers should be flexible and able to deliver any or all of the services in accordance with the timeframes determined by the Department at any point during the contracted period.

2.3. Key Activities for each Stream

- 2.3.1. Relevant information about the key activities for each Stream, milestones and the indicative dates for completion for each of those activities is detailed at:
- a) **Stream 1:** Environmental Assessment Documentation – Part 3.1;
 - b) **Stream 2:** Stakeholder Engagement Package – Part 3.2; and
 - c) **Stream 3:** Online Interactive Flight Path and Aircraft Noise Communications Tool – Part 3.3
- 2.3.2. Tenderers should note that these are not exhaustive requirements and that they will be further refined and discussed with the successful Tenderer(s) during contract negotiations and following contract execution.

2.4. Location of Services

- 2.4.1. The successful Tenderer(s) and members of their team may be required to attend and/or meet at the Department's offices in Canberra regularly or upon request of the Department.
- 2.4.2. The Department will not be liable for travel or accommodation expenses for any non-Canberra based staff members required to be in Canberra. These costs should be included as part of the Tenderer's overhead. The Department will negotiate any travel or accommodation requirements for technical or specialist staff as part of the proposed 'work order' process set out below.

2.5. 'Work Order' Process

- 2.5.1. Following the negotiation and agreement of an overall contract and associated budget and costings, the Department, noting that some of the required activities and services are yet to be fully defined (e.g. specialist ad hoc services), is suggesting the implementation of a 'work order' process to allow ad hoc, discrete pieces of work to be scoped, costed and agreed under the Scope of Services for each Stream, without requiring multiple contract variations or adjustments.
- 2.5.2. The Department envisages this process will be undertaken as set out below:
- a) a project or ad hoc service is identified;
 - b) the contractor will be asked to submit a formal proposal and quote (including any travel/disbursement costs, if applicable) for the identified work, using an agreed (1-2 page) template and the schedule of rates agreed at the time of initial contract award;
 - c) the Department will review this proposal and cost against the EAP requirements and budget;
 - d) if accepted, the Department will sign the 'work order' and provide it back to the contractor as formal approval to commence the work;

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- e) the cost of the agreed 'work order' will be taken from the overall 'capped not to exceed' amount which will form part of the total EAP budget; and
- f) once the 'work order' project is complete and accepted by the Department, the contractor will submit an invoice for payment for the 'work order' services.

2.5.3. This process differs from a formal contract variation process. A formal contract variation process may be undertaken when:

- a) additional services are required beyond Scope of the Services for each Stream (as will be defined in the executed contract); or
- b) the 'capped not exceed' budget has been fully utilised and needs to be increased; or
- c) the timeframes for the executed contract need to be amended.

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Part 2: Project Management

3. Key Personnel

3.1. Department's Program Manager

- 3.1.1. The Department's Program Manager for the EAP will be a Director within the Department's Western Sydney Airport Regulatory Policy Branch.

Program Manager

The successful Tenderer(s) for all **Streams** will be required to appoint an experienced and capable Program Manager for their respective Stream. The Program Managers' responsibilities will include:

- a) ensuring the Department's objectives and outcomes for the EAP are met;
- b) managing, collaborating, coordinating and streamlining EAP milestones and timeframes across the three Streams;
- c) developing and implementing the Program Management and Collaboration Plan for the coordinated delivery of the EAP, if required; and
- d) Streams 1 and 2 will be expected to guide Program Management with Stream 3.

4. Program & Project Management Documents

4.1. Program Management and Collaboration Plan

- 4.1.1. If the outcome of the tender evaluation process results in the Department engaging different Tenderers to undertake work required of the Streams, a Program Management and Collaboration Plan may be negotiated and agreed between the successful Tenderer(s) and the Department.
- 4.1.2. The successful Tenderer(s) for **Streams 1 and 2**, with input from the successful Tenderer for **Stream 3**, may be required to jointly prepare and submit the Program Management and Collaboration Plan for the coordinated performance of the EAP on an alliance basis to the Department for comment, review and approval.
- 4.1.3. The Program Management and Collaboration Plan will be required to include details of how the three Streams will work collaboratively to ensure:
- a) that the Department's objectives and outcomes for the EAP are met to a high standard;
 - b) that EAP milestones and timeframes are appropriately aligned with the milestones, deliverables and activities of individual Streams;
 - c) that information management and sharing across Streams is efficient and effective;
 - d) that the EAP documents are delivered with consistent structure, presentation and content across the Streams;
 - e) the implementation of effective governance and collaboration arrangements for the EAP; and
 - f) effective communications between the Department, the successful Tenderer(s) and key stakeholders (if any).

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- 4.1.4. The Program Management and Collaboration Plan will be required to incorporate the Department's requirements for its existing governance meetings.
- 4.1.5. Tenderers should note that development and approval of the Program Management and Collaboration Plan will be negotiated after contract execution. Once approved by the Department, the Program Management and Collaboration Plan will be reviewed and updated regularly to ensure continued alignment with the objectives and outcomes of the broader EAP.

4.2. **Project Plan**

- 4.2.1. The successful Tenderer(s) will be required to prepare and submit a plan (**Project Plan**) for each of their respective Streams to the Department for comment, review and approval that includes details of:
 - a) how the successful Tenderer(s) intends to carry out the activities for their respective Stream(s); and
 - b) other operational and management requirements such as organisational and resourcing structures, governance processes, risk processes, project reporting processes, stakeholder engagement processes and other such project management issues to ensure effective management of their Stream under the broader EAP.
- 4.2.2. Once approved by the Department, the Project Plan will be reviewed and updated regularly to ensure continued alignment with the objectives and outcomes of the broader EAP.

4.3. **Quality Assurance**

- 4.3.1. The successful Tenderer(s) will be responsible for ensuring that all deliverables submitted under the EAP have had appropriate quality assurance measures undertaken prior to their submission to the Department.
- 4.3.2. Quality assurance measures include, without limitation, ensuring that:
 - a) all documents and deliverables are formatted correctly, with numbering, style, page numbers and headings all consistent;
 - b) all documents and deliverables have been appropriately edited, and peer reviewed to ensure that content is accurate, concise, and relevant to the topic;
 - c) all documents have been spell-checked; and
 - d) in general, the documents and deliverables are of a sufficient quality as to be submitted to the Department as a 'final' for review and approval.
- 4.3.3. Any documents found to have not had sufficient and suitable quality assurance undertaken will be returned to the successful Tenderer(s) for correction, at the successful Tenderer's cost.
- 4.3.4. The price for undertaking general quality assurance measures should be included in the Tenderer's overheads.
- 4.3.5. The successful Tenderer for **Stream 1** will include and apply the correct reference to any quality assurance frameworks or Australian Standards that may apply to the performance of the Services.
- 4.3.6. The successful Tenderer for **Stream 1** will have a suitably senior person, of relevant

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expertise, to review and endorse all final drafts of environmental assessment documents, prior to their provision to the Department.

- 4.3.7. Documents prepared for publication by the successful Tenderer will be required to conform to the Department's branding, style and publishing guidelines, or as otherwise agreed with the Department.

5. Governance

5.1. General Requirements

- 5.1.1. A number of governance arrangements will apply to the three Streams in relation to the EAP. In providing the services under each of the Streams, the successful Tenderer(s) will be required to implement, coordinate and manage all governance requirements in relation to the EAP as directed by the Department.
- 5.1.2. Tenderers should note that the Department will be responsible for, and will manage, all stakeholder engagement for the meetings and groups that have already been established and are currently operating.
- 5.1.3. Tenderers should also note that additional meetings and/or working groups may be set up and/or disbanded as required during various phases of the EAP.

5.2. Existing Governance Groups

- 5.2.1. The Department has an established governance arrangement for the broader WSIA Project. The EAP service provider, being a component of the broader WSIA Project will, as instructed by the Department, participate in and/or report to one or more of the governance meetings.

5.3. Anticipated Governance Meetings

- 5.3.1. Details of anticipated governance meetings and an overview of their requirements are provided below. Tenderers should have regard to these meetings when preparing their tender and note that requirements may be adjusted as the EAP progresses through various phases.

5.3.2. EAP Coordination Committee

The EAP Coordination Committee is expected to:

- a) meet fortnightly to monitor progress and Key Performance Indicators (**KPIs**) of each Stream;
- b) review key achievements, risks and issues from the previous fortnight;
- c) coordinate activities and communications across Streams;
- d) review and approve updates to Project Plan; and
- e) confirm priorities for the upcoming fortnight.

The EAP Coordination Committee will be chaired by the Department's Program Manager and have representatives from the Department, relevant Stream Project Managers, subject matter experts and other key personnel as required.

OFFICIAL: SENSITIVE**Part 3.1: Stream 1 - Environmental Assessment Documentation****6. Environmental Assessment Documentation****6.1. Background**

- 6.1.1. The requirements and principles for future airspace design for the Airport are set out in detail in section 2.2.5 of the Airport Plan.
- 6.1.2. Section 3.10 of the Airport Plan sets out a range of conditions regarding the Stage 1 development of the Airport.
- 6.1.3. Section 3.10.3 of the Airport Plan includes a number of principles which must be taken into account in the airspace and flight path design (in concert with the principles from section 2.2.5 of the Airport Plan).
- 6.1.4. The 2015-2016 EIS provides a significant amount of material relevant to the performance of the EAP.

6.2. Introduction

- 6.2.1. The successful Tenderer will be required to undertake technical studies, site investigations, analyses and other tasks in preparing and delivering the environmental assessment of the Preliminary Design. This must meet the requirements of the EPBC Act and any guidelines issued under the EPBC Act for the conduct of the assessment (depending on the decision of the Minister for Environment as to the assessment method).
- 6.2.2. The PAAM is divided into six chapters:
 - a) the 'Purpose' Chapter sets out the background of the project, including scope and governance;
 - b) the 'Airspace and Flight Path Design Process' Chapter outlines the process undertaken during the Preliminary Design;
 - c) the 'Airspace and Flight Path Design Decisions' Chapter sets out the decisions and detailed description of all flight paths, containment and changes to other Sydney Basin airports;
 - d) the 'Airspace and Flight Path Design Performance' Chapter reports on the performance of the design against assessment criteria developed under the functional requirements for key performance areas of safety, efficiency, capacity and environment;
 - e) the 'Air Traffic Control (**ATC**) Procedures' Chapter sets out the ATC Procedures that have been designed for the Airport; and
 - f) the 'Noise Abatement Procedures (**NAP**)' Chapter describes the NAP that have been developed as part of the design.
- 6.2.3. The matters to be addressed in the environmental assessment, including the draft and final documentation for the environmental assessment, are to include, without limitation, those described below.

6.3. General Information

- 6.3.1. This section requires description of the background and context of the action, including:

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- a) the objective, role and need for the Preliminary Design for the Airport;
- b) the location of the action;
- c) the general background to the action, including a history of decisions, studies and formal environmental assessments and approvals relating to the development of a second major airport at the Badgerys Creek site, including outcomes of the 2015-2016 EIS – particularly as they relate to the action;
- d) the role and responsibilities of the Airport lessee company, including any ongoing responsibilities that the company will have in relation to aircraft operations and their effects under the Airports Act, and in relation to community and other stakeholder consultation relating to aircraft operations;
- e) the role and responsibilities of the Department, in relation to the implementation of the Airport Plan, and managing resultant impacts on the environment;
- f) the legislative background and approvals framework for the action, including reference to relevant conditions of the Airport Plan, protected matters and assessment requirements under the EPBC Act, and any legislative requirements or approvals applicable under Commonwealth law such as the EPBC Act, the Airports Act, the *Air Services Act 1995* (Cth) and Air Services Regulations 2019 (Cth), the *Civil Aviation Act 1988* (Cth), the Civil Aviation Safety Regulations 1998 (Cth), the Civil Aviation Regulations 1988 (Cth) and the Airspace Regulations 2007 (Cth);
- g) consultation undertaken about the action with stakeholders, that will include the aviation industry, the community and State and local government authorities, and identification of key issues and views expressed during consultations or obtained from other sources;
- h) how the action relates to any other actions (of which the Department, as proponent, should reasonably be aware) that have been, are being or are proposed to be taken or that have been approved in the region affected by the action;
- i) the current status of the action; and
- j) the consequences of not proceeding with the action.

6.4. **Description of the Action**

6.4.1. This section requires description of the Airport Plan and associated design concepts and elements, both as a vision statement and regulatory document, including:

- a) the Airport Plan's relationship to the Airports Act;
- b) the Stage 1 development;
- c) indicative stages of development beyond Stage 1;
- d) indicative ultimate single runway capacity development and design concepts;
- e) the forecast timing of different development stages, including the reliability of, and factors underpinning, those forecasts;
- f) the location and orientation of runways, including a discussion of why the runway orientation was selected and forecast runway usability; and

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- g) on-airport and off-airport aeronautical infrastructure to manage aircraft operations.
- 6.4.2. This section requires description and, as necessary, illustration of all relevant components of the Preliminary Design and related elements in detail, including:
- a) the process that was undertaken to develop the Preliminary Design and an overview of the technical work, analyses, testing and decisions taken to determine a preferred airspace and flight path design for the Airport, including:
 - i. discussion of relevant frameworks or functional requirements guiding the airspace design;
 - ii. description of relevant requirements of Condition 16 and the 'Future Airspace Design' principles in the Airport Plan, in detail, and how they have been taken into account in developing the Preliminary Design; and
 - iii. description of any further steps required to finalise the airspace and flight path design, and relevant approvals and other administrative actions required to implement the plan;
 - b) air traffic forecasts, detailing the number of expected aircraft movements by hour, by day and by year, the operation type (arrival or departure), aircraft family and indicative ports of origin or destination, for the following scenarios – Stage 1 operations and single runway at or near operational capacity (based upon an updated synthetic schedule to be provided by the Airport lessee company), including:
 - i. discussion of the basis of demand forecasts including factors that could significantly affect their reliability;
 - c) flight frequency, including daily and seasonal variations in the number of aircraft movements;
 - d) the factors that determine how, where and when aircraft are proposed to fly into and out of the Airport, including:
 - i. relevant international and national regulations, standards and rule sets;
 - ii. constraints on the location of flight paths and on flight procedures, including prohibited, restricted and danger areas, relevant existing air routes servicing airports in the Sydney basin and strategic separation requirements for aircraft on different flight paths;
 - iii. the management of aircraft arrivals and departures, including:
 - navigation technologies to be employed for managing aircraft arrivals and departures, including future technological capabilities and their impact on aircraft operations;
 - the location and use of standard instrument departure and arrival routes (i.e. SIDs and STARs), including the expected variability of movements around defined SIDs and STARs;
 - air traffic control intervention such as vectoring of aircraft, including the location of vectoring areas that may be used;
 - any visual flight procedures;

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- the location and use of holding areas for arriving aircraft;
 - climb and descent procedures such as continuous climb departures and continuous descent arrivals, including assumptions about their frequency of use and possible restrictions on availability; and
 - any proposed noise abatement procedures such as noise preferential flight paths, including those for managing aircraft noise at night, or at other specified times to provide noise respite or meet other noise abatement strategies; and
- iv. meteorological factors such as wind, temperature, rainfall, fog, thunderstorms and orographic-induced turbulence and their impact on the selection of runway operating modes, aircraft performance and flight frequency;
- e) proposed changes to existing airspace architecture and classification, including establishing the control zone for the Airport;
- f) expected hours of operation;
- g) proposed contingent changes to operations at Sydney (Kingsford-Smith) Airport and other aerodromes in the Sydney basin that are of significance to warrant assessment, as identified in the PAAM and as advised by the Department;
- h) identification of the height of different aircraft types on standard arrival and departure flight paths, including the variability of aircraft height at given locations/distances from the airport due to factors such as weather, fuel load, aircraft performance, flight procedures (e.g. hold-downs to maintain segregation from other air traffic), air traffic control directives etc;
- i) the number, frequency and range of aircraft operations on standard arrival and departure flight paths, including estimates, for each SID and STAR, of the average daily number of movements, the daily range of movements, the number of days with no movements and the percentage of total airport movements;
- j) runway modes of operation for both day and night operations, including meteorological, air traffic demand and other factors that may affect the selection of particular modes and, if relevant, the identification of any preferred operating modes (e.g. for day, night or weekend periods);
- k) to the extent possible, emergency procedures for events such as missed approaches and fuel jettisoning;
- l) relevant aspects of the *Sydney Airport Curfew Act 1996* (Cth) relating to the possible transfer of movements from Sydney (Kingsford-Smith) Airport to the Airport;
- m) the circumstances (e.g. adverse weather conditions) under which air traffic may be diverted from Sydney (Kingsford-Smith) Airport to the Airport, the expected frequency of such events and their consequences for operations at the Airport; and
- n) airspace protections, including obstacle limitation surfaces (**OLS**), procedures for air navigation services – aircraft operations (**PANS-OPS**) and any other safety-critical surfaces around navigational aids.

OFFICIAL: SENSITIVE**6.5. Feasible Alternatives**

- 6.5.1. This section requires description of any feasible alternatives to the action, to the extent reasonably practicable, including:
- a) if relevant, not proceeding with the action;
 - b) alternative airspace concepts and designs considered for the Airport, including the reasons for their non-selection;
 - c) a comparative description of the impacts of each alternative on relevant matters protected by the EPBC Act (including impacts on the 'environment' as defined in section 528 of the EPBC Act); and
 - d) sufficient detail to make clear why any alternative is preferred to another.

[Note: Extensive preparatory work has been undertaken by the Department's airspace technical working group to develop, validate and assess the performance of alternative conceptual airspace and flight path designs against the key criteria of safety, environmental impact, efficiency and capacity. These plans and assessments are documented in the PAAM and would be made available to the successful Tenderer.]

6.6. Environmental Values and Impact Assessment

- 6.6.1. This section requires the undertaking of relevant desktop studies, modelling, consultations and field investigations of the area affected by the introduction of new or changed aircraft operations to support development of a baseline of environmental values, including existing environment factors, ambient noise and social values, against which impacts of the proposed action can be assessed. This baseline should consider relevant environmental studies, including the preliminary 'Social Impact Analysis' for the Airport that was undertaken by the Department.
- 6.6.2. This section requires description of the environment, land uses and character of the areas that may be affected by the action, giving consideration to all components of the environment as defined in section 528 of the EPBC Act, and any other relevant standard assessment processes as advised by the Department, including:
- a) ecosystems and their constituent parts, including people and communities;
 - b) natural and physical resources;
 - c) the qualities and characteristics of locations, places and areas (including tourism areas/sites);
 - d) heritage values of places; and
 - e) the social, economic and cultural aspects of a thing mentioned in the preceding points.
- 6.6.3. This section requires identification and assessment of direct, indirect and cumulative impacts on the social, physical and biological environment from implementation of the action. Unless otherwise stated or agreed with the Department, assessments will be conducted for at least two development scenarios (i.e. Stage 1 single runway operations and single runway operations at or near design capacity), including likely timing and impacts of increased capacity operations where feasible. Matters to be addressed through technical studies and in the environmental assessment are

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described in the following sections.

6.7. **Airspace Architecture**

- 6.7.1. This section requires provision of an assessment of the impacts of the action on airspace architecture and aircraft operations and management in the Sydney basin. This should include consequential impacts on operations at Sydney (Kingsford-Smith) Airport and other aerodromes and aviation activities in the region, as agreed with the Department. Key elements of the assessment include, without limitation:
- a) a description of existing airspace architecture and management in the Sydney basin, including the identification of airports and current levels of usage, general aviation training areas, Defence restricted areas, including other potentially affected Commonwealth land and Commonwealth activities and other usage such as gliding and parachuting activities;
 - b) a description of how the Preliminary Design within the PAAM has addressed and considered the consequential impacts on the broader Sydney basin airspace architecture;
 - c) an assessment of operational compatibility with Sydney (Kingsford-Smith) Airport including description of:
 - i. potential interactions between aircraft using the Airport and Sydney (Kingsford-Smith) Airport, and how these have been addressed within the PAAM, including consideration of impacts on standard arrival and departure routes, and vertical and horizontal separation standards for aircraft using the respective airports;
 - ii. any impacts on operational strategies and policies for Sydney (Kingsford-Smith) Airport, including the Long Term Operating Plan and how this has been considered in the PAAM;
 - iii. impacts on air traffic movement rates and capacity; and
 - iv. implications for the safety of operations and aircraft crash risk;
 - d) an assessment of how the PAAM has addressed the interactions with secondary airports in the Sydney basin having regard to safety standards adopted by the Civil Aviation Safety Authority, including at Bankstown, Camden and military airfields (RAAF Base Richmond and Holsworthy Barracks) and the impacts on general aviation activities, flying training areas, Defence aviation activities, commercial operators and other aviators and recreational airspace users, including description of:
 - i. any changes to flight paths and flight procedures for aircraft using Sydney (Kingsford-Smith) Airport, Bankstown Airport, Camden Airport and RAAF Base Richmond;
 - ii. any proposed changes to the classification of airspace volumes, including reductions in the volume or changes to the boundaries of existing prohibited, restricted and danger areas (including general aviation flying training areas, military airspace restrictions associated with military establishments), and proposed new or alternative volumes of airspace to compensate for or replace any reductions identified above;

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- iii. describe how the PAAM maintains equitable access for different airspace users; and
- e) a description of potential measures and procedures to reduce the impact of aircraft operations at the Airport on operations and activities at other airports, and training, Defence and recreation areas, and potential management approaches for impacts that cannot be avoided and how this has been considered in the PAAM.

6.8. Aircraft Noise

6.8.1. This section requires undertaking of a noise assessment of the proposed action that meets contemporary standards of modelling and presentation for Australian airport developments. The assessment will address aircraft in flight, aircraft taxiing and the on-ground phases of landing and take-off. The Social Impact Assessment described below will assess the health impacts of aircraft noise based on the noise assessment and having regard to contemporary references, studies and guidelines.

Key elements of the noise assessment include, without limitation:

- a) identification of noise sensitive facilities and areas, and undertaking baseline noise monitoring, with input from the Department's specialist consultants as necessary, to characterise existing ambient noise levels, including description of:
 - i. the existing noise environment of representative areas across Western Sydney and the Blue Mountains, including baseline background noise levels and existing flight paths and noise associated with aircraft operations at Sydney (Kingsford-Smith) Airport;
- b) review and validation of noise exposure forecasts developed in the PAAM, including description of:
 - i. noise exposure levels and patterns for relevant air traffic scenarios, based on recognised noise exposure metrics, including cumulative, peak and movement frequency-based noise measures (e.g. ANEC, N70, N60 and L_{Amax} measures);
 - ii. the range of frequencies of noise;
 - iii. the duration of aircraft overflight noise events for different aircraft;
 - iv. the frequency of aircraft overflight noise events and fluctuations of events;
 - v. different aircraft types and their performance and noise characteristics;
 - vi. varying aircraft operating procedures (e.g. for day and night operations, weekday versus weekend operations, preferred runway operating modes), and variations in noise patterns due to seasonal and meteorological factors; and
 - vii. the estimated number of people, dwellings and sensitive land uses impacted by aircraft overflight noise and implications for land use planning identified in the PAAM, having regard to the guidance provided in Australian Standard AS 2021:2015 Acoustics – Aircraft Noise Intrusion – Building Siting and Construction, Ministerial directions, the National Airports Safeguarding Framework (**NASF**) and any other relevant land use planning instruments or policies (this may include consideration of scenarios if land planning restrictions were removed);

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- c) detailed description of how the Preliminary Design has taken into account relevant New South Wales planning documents such as the Western Sydney Aerotropolis Plan published by the NSW Department of Planning, Industry & Environment and the following matters, consistent with the requirements of Condition 16 of the Airport Plan:
- i. the aircraft overflight noise mitigation options presented in chapters 7 and 10 of the 2015-2016 EIS;
 - ii. whether arrangements are required for managing aircraft overflight noise at night; and
 - iii. minimising to the extent practicable the impact of aircraft overflight noise on:
 - residential areas;
 - sensitive receptors;
 - the Greater Blue Mountains World Heritage Area – particularly areas of scenic or tourism value; and
 - wilderness areas;
- d) explanation of how the noise mitigation measures that have been developed have regard to the commitment by Airservices to aircraft noise management and the strategies developed by the International Civil Aviation Organization (ICAO) in its 'Balanced Approach to Aircraft Noise Management';
- e) description of any noise insulation and property acquisition policy or program, that will be developed by the Department (to be published at the time of the environmental assessment documentation public exhibition), in relation to aircraft noise for buildings outside the Airport Site, having regard to the 24-hour nature of airport operations, which will be required to:
- i. identify the eligibility criteria for inclusion in the noise insulation and property acquisition program(s);
 - ii. to the extent practicable, describe the anticipated program delivery process and timeframes;
 - iii. estimate the costs, effectiveness and feasibility of insulating houses having regard to different building types, designs and materials; and
 - iv. identify the internal noise standards to be achieved for eligible building types;
- f) description of any land use planning instruments, planning schemes or policies that have been implemented or are proposed by planning authorities to restrict new residential or other noise sensitive building types on the basis of aircraft noise exposure;
- g) description of any proposed noise abatement procedures identified in the PAAM, including the preferential use of specific runway operating modes at different times to achieve the lowest possible overall impact on the affected community, taking into account safety and other operational factors; and
- h) description of the proposed permanent aircraft noise monitoring program, including any design parameters or requirements, how it will integrate into

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Airservices' current Noise and Flight Path Monitoring System, the proposed number and location of noise monitors, and the frequency and mode of reporting data.

6.9. Air Quality, Greenhouse Gas Emissions and Climate

- 6.9.1. This section requires the undertaking of an air quality assessment of the action that meets contemporary standards of modelling and presentation. The assessment will address the potential impacts of emissions from aircraft operations on local and regional air quality having regard to other sources of emissions and their spatial and temporal variation. An estimate of greenhouse gas emissions will also be made. The social impact assessment described below will assess the health impacts of aircraft emissions based on the outcomes of the air quality assessment and having regard to contemporary references, studies and guidelines.
- 6.9.2. Key elements of the assessment include, without limitation:
- a) establishment of baseline conditions, including characterisation of local and regional air quality, including description of:
 - i. relevant weather characteristics including winds, fogs and temperature inversions; and
 - ii. any topographic features that may affect the dispersion of air pollutants;
 - b) identification of the nature and levels of emissions associated with aircraft operations, including oxides of nitrogen, hydrocarbons, reactive organic compounds, sulfur dioxide, carbon monoxide, odours and air toxics;
 - c) assessment of fuel burn and emission characteristics, including carbon dioxide and greenhouse gases, sulphur oxides, nitrogen oxides and particulate matter below 10,000 and 3,000 feet;
 - d) assessment of changes to local air quality due to relevant aircraft operations at the Airport using the 'Aviation Environment Design Tool' or other relevant models, including:
 - i. pollution contour mapping and the identification of affected populations and sensitive receptors, taking into account spatial and temporal variations and the contribution of other sources; and
 - ii. changes to odour arising from aviation fuel emissions;
 - e) assessment of aircraft operations on regional air quality using contemporary best practice modelling techniques for the Sydney Greater Metropolitan Region, including provision of:
 - i. daily 1-hour and 4-hour ozone levels and spatial plots;
 - ii. the effect of ozone-producing compounds on areas downwind of the Airport Site and on the Sydney airshed in general; and
 - iii. an analysis of modelling results against relevant standards and guidelines for each key pollutant;
 - f) description of emergency fuel jettisoning procedures and the potential effects of fuel dumping events;

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- g) assessment of greenhouse gas emissions from aircraft operations, including a description of how emissions associated with aircraft in flight are accounted for in national and international greenhouse gas emission budgets;
- h) description of risks and potential changes to water quality from aircraft overflight operations, including impacts on Sydney's water supply reservoirs and domestic rain water tanks supplying household water;
- i) description of any proposed mitigation measures or operating procedures that could reduce pollutant and greenhouse gas emissions from aircraft operations; and
- j) description of any proposed air quality monitoring measures.

6.10. Social and Economic Matters

6.10.1. This section requires the assessment of the socio-economic impacts, both positive and negative, of the proposed action on existing and future communities, residences, other sensitive environmental receptors and everyday activities. The assessment should be undertaken in accordance with contemporary standards and guidelines and draw on, and synthesise information from, relevant environmental studies, including the preliminary 'Social Impact Analysis' (undertaken by the Department) completed for the WSIA Project. Assessment should refer as necessary to the relevant government policies. Key elements of the assessment include, without limitation:

- a) description of the key demographic characteristics and community infrastructure of the region, including demographic trends, maps of existing and proposed community infrastructure and the expected impacts of local and regional planning strategies;
- b) preparation of community profiles using an overlay of socio-economic data and community infrastructure;
- c) assessment of the impacts on the physical and psychological health and well-being of local and regional communities from implementing the action, having regard to the findings of technical studies conducted in relation to noise, air quality, risks and hazards, cumulative impacts and any other relevant studies as outlined above, including giving consideration to:
 - i. short and long-term effects, impacts on especially sensitive groups (e.g. children, the elderly, sufferers of respiratory illnesses such as asthma), and on childhood development and learning; and
 - ii. demographic characteristics and the prevalence of existing medical conditions;
- d) assessment of changes in the amenity, qualities and characteristics of impacted areas, including the impact on social, heritage and biodiversity values of the affected areas and associated impacts on local communities and demographics (including impacts on property values and other socio-economic indicators);
- e) assessment of the impacts (including the cumulative impacts) of implementing the proposed action that addresses, without limitation, the following matters:
 - i. the impact of aircraft operations on everyday activities (e.g. sleep disturbance, use of outdoor areas etc.) and levels of annoyance;

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- ii. cultural impacts, including connections to land, places and buildings (including Aboriginal culture and connection to country);
- iii. the impacts of aircraft noise on existing and future land use and development, including existing, developing and proposed areas of residential development; and
- iv. the impacts of the action on property values for relevant land uses in Western Sydney, having regard to all factors that could have a positive or adverse effect on values over time, including:
 - describing the findings of relevant studies and literature on the impacts of airport operations on property values, including identification of current land uses that may be impacted;
 - undertaking a 'before and after' analysis of land uses most likely to be impacted, taking account of existing and planned land uses; and
 - assessing potential impacts relative to broader property price movements, including consideration of changes over time;
- v. the impacts of aircraft noise on educational and health facilities, including effects on student communication, concentration and learning abilities;
- vi. the effects of different types of building structure, design and materials on noise levels inside residential dwellings and other noise sensitive facilities;
- vii. assessment of the social and economic impacts of changes to airspace architecture and arrangements on existing airspace users in the Sydney basin; and
- viii. the impacts of aircraft operations, including aircraft overflight noise, on recreational, conservation, tourism value, heritage and wilderness areas, including impacts on aesthetic values, amenity and use; and
- f) identification of potential measures to mitigate negative and increase positive socio-economic impacts.

6.11. Planning and Land Use

6.11.1. This section requires the undertaking of an assessment of the impacts of the action on local and regional planning and land use, taking account of future land use scenarios, local and state government planning controls, strategies and plans, and consistent with contemporary standards and guidelines. Key elements of the assessment include, without limitation:

- a) description of existing and future land use patterns and identification of relevant legislation and policy affecting the region surrounding the Airport Site, including:
 - i. addressing existing and proposed land uses including government land, residential, commercial, industrial, tourist/recreational, open space, parks and reserves, environment protection, agricultural, water resources, infrastructure corridors, rural, and town planning or zoning considerations;
 - ii. discussing the Western Sydney Aerotropolis Plan published by the New South Wales Department of Planning, Industry & Environment and other relevant planning schemes or instruments that will guide or determine land use patterns in Western Sydney and the Blue Mountains, including relevant

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provisions relating to aircraft noise exposure and other land use controls implemented to ensure safe aircraft operations (e.g. to accommodate obstacle limitation surface requirements);

- b) description of existing and future land use patterns that may be impacted by contingent changes to other aerodromes in the Sydney basin;
- c) assessment of the land use impacts of the action at local and regional scales, including consideration of impacts on residential and rural-residential lands, employment lands, rural and agricultural lands, open space and recreational areas and potential noise sensitive land uses; and
- d) description of potential impact mitigation measures and strategies, including reference to the land use compatibility guidance contained in Australian Standard 2021 (moderated by any relevant planning decisions) and other relevant land use controls and guidance.

6.12. Hazards and Risks

6.12.1. This section requires the undertaking of a risk assessment to assess the hazards and risks to people or property from aircraft operations consistent with contemporary standards and guidance, including reference to applicable safety standards of CASA and ICAO, and the NASF principles and guidelines. Elements of the assessment include, without limitation:

- a) description of how 'safety by design' principles have been taken into account in the proposed airspace arrangements and flight paths, including an outline of the safety assessments that have been conducted to ensure the proposed action is compliant with Australian and international regulations, standards and best practice approaches to aviation safety;
- b) description of the location of flight paths (including vertical and horizontal separation between flight paths) and the frequency of aircraft movements on the risk of accidents over residential or industrial areas, including the management of aircraft utilising the Airport, Sydney (Kingsford-Smith) Airport and other regional airports;
- c) assessment of the likelihood and consequences of aircraft accidents with reference to Australia's civil aviation safety record, incidents within Australia and, to the extent relevant, world-wide;
- d) assessment of the likelihood and consequences of adverse meteorological conditions affecting the safe operation of aircraft, including the incidence of turbulence caused by wind shear or topographically-induced wind phenomena;
- e) description of the risk to aircraft operations from natural hazards such as bird and bat strikes, including identification of sites on or near the airport that attract birds or bats (e.g. foraging and roost sites), and flight routes and flight altitudes used by birds and bats; and
- f) description of any proposed program to monitor and manage the incidence of bird and bat strike and the frequency of other incidents involving aircraft in potentially hazardous situations.

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6.13. Greater Blue Mountains World Heritage Area

6.13.1. This section requires the undertaking of an assessment of the impacts of the proposed action on the heritage and other values of the Greater Blue Mountains World Heritage Area (**GBMWhA**) consistent with contemporary standards and guidelines, and having regard to the GBMWhA's Statement of Outstanding Universal Value and the GBMWhA Strategic Plan. Elements of the assessment include, without limitation:

- a) description of the listed World Heritage and National Heritage values of the GBMWhA, including reference to the World Heritage criteria the area is listed for as well as the integrity of the property;
- b) description of the management arrangements implemented to ensure protection of the heritage values of the GBMWhA;
- c) description of other values and features that complement and interact with the World Heritage and National Heritage values of the area, including geodiversity and biodiversity, water catchment, Indigenous heritage, recreation and tourism, wilderness, scenic and aesthetic, and research and education;
- d) assessment of the impacts on the World Heritage and National Heritage values and integrity of the World Heritage Area and National Heritage place with reference to the EPBC Act *Significant Impact Guidelines 1.1 – Matters of National Environmental Significance* and the property's Statement of Outstanding Universal Value;
- e) assessment of the impacts of aircraft operations on areas of scenic and tourism value or sensitivity, including noise and visual amenity impacts, including by providing the following:
 - i. description of the location of flight paths, aircraft heights, the frequency of aircraft movements and aircraft overflight noise levels for representative key sensitive recreational, tourist and scenic areas;
 - ii. description of existing aircraft operations over the GBMWhA, including the number of aircraft movements, frequency of movements, indicative aircraft heights (including the range of heights), the time of operations;
 - iii. illustration of noise exposure levels for representative aircraft types and arrival and departure flight paths at the Airport with reference to the location of key areas of the GBMWhA;
 - iv. illustration of flight track altitudes for the Airport's aircraft operations over the GBMWhA and describe the number and frequency of movements at different times of day;
 - v. description of aircraft operations on wilderness values; and
 - vi. description of the impacts of emissions from aircraft operations; and
- f) identification of impact mitigation measures and strategies, including a description of how the PAAM has addressed the Airport Plan objective of minimising to the extent practicable the impact of aircraft overflight noise on:
 - i. the GBMWhA – particularly areas of scenic or tourism value;
 - ii. wilderness areas; and

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iii. other nominated areas.

6.14. **Landscape and Visual Impact**

6.14.1. This section requires the undertaking of an assessment of the impacts of aircraft overflights on landscape values and scenic amenity, including in areas of scenic, recreation or tourist value, and at other sensitive sites and locations within and adjoining the GBMWH. Elements of the assessment include, without limitation:

- a) description of the visual values and sensitivities attached to the landscape or visual receptor for representative areas of Western Sydney and the Blue Mountains expected to be affected by the Airport's aircraft operations including landscape and scenic characteristics;
- b) identification of sensitive viewing locations and definition of the view for aircraft approaching and departing the Airport including in the GBMWH;
- c) description of the landscape and visual impacts of existing aircraft operations and other activities in the visual catchment;
- d) description of the size, scale and duration of the landscape or visual effect of aircraft operations; and
- e) description of potential design or operational measures to mitigate visual and landscape impacts from aircraft operations.

6.15. **Biodiversity**

6.15.1. This section requires the undertaking of a detailed assessment of the impacts (including identification of residual significant impacts) of aircraft operations on the range of EPBC Act protected matters including terrestrial and avian fauna and flora and the biodiversity and habitat values of the GBMWH wilderness areas and other national parks that may be impacted. Elements of the assessment include, without limitation:

- a) description of the impacts of aircraft noise on wildlife;
- b) description of the risks of bird and bat strike, including consideration of threatened and migratory species listed under the EPBC Act and the *Biodiversity Conservation Act 2016* (NSW); and
- c) description of the effects of fuel jettisoning.

6.16. **Environmental Management**

6.16.1. This section requires the development of a consolidated list of management and mitigation measures to be implemented to prevent or minimise the relevant impacts of the action, including:

- a) detailed description of proposed measures;
- b) assessment of the expected or predicted effectiveness of the mitigation measures;
- c) description of any statutory or policy basis for the mitigation measures, including any relevant requirements of the Airport Plan and the Airports Act and how they have been, or will be, taken into account in the planning, design and implementation of the PAAM, including a description of:

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- i. airport operating procedures including measures to minimise the impact of aircraft overflight noise (e.g. continuous climb and approach procedures, the use of reverse thrust during landings etc.); and
- ii. measures to provide respite to affected communities (e.g. noise abatement procedures for both day and night periods);
- d) description of the likely cost of the mitigation measures;
- e) description of detailed plans for the continuing management, mitigation and monitoring of impacts, including identifying the agency responsible for implementing and approving each mitigation measure or monitoring program, including:
 - i. identification of any monitoring programs detailing recommended monitoring parameters, monitoring points, frequency, data interpretation, and audit and reporting procedures;
 - description of Airservices' Noise and Flight Path Monitoring System;
 - description of Airservices' WebTrak flight tracking tool;
 - description of Airservices' Aircraft In Your Neighborhood tool; and
 - description of Airservices' Noise Complaints and Information Service for managing complaints and enquiries about aircraft noise and operations;
- f) description of proposed avoidance and mitigation measures to manage the relevant impacts of the action on matters protected under the EPBC Act; and
- g) description of provisions for ongoing consultation and engagement with relevant authorities, the community and other stakeholders in regard to aircraft operations and their impacts, both pre and post the commencement of airport operations, including the future of the Forum on Western Sydney Airport (**FOWSA**) and the establishment of an airport Community Aviation Consultation Group.

6.17. Other Approvals and Conditions

6.17.1. This section requires the provision of information on any other requirements for approval or conditions that apply, or that the proponent reasonably believes are likely to apply, to the proposed action, including:

- a) description of any approval that has been obtained, including any conditions that apply to the action;
- b) a statement identifying any additional approval that is required; and
- c) description of the monitoring, enforcement and review procedures that apply, or are proposed to apply, to the action.

6.18. Principles of Ecologically Sustainable Development and Objectives of the EPBC Act.

6.18.1. This section requires the assessment of compliance of the action with the Principles of Ecologically Sustainable Development as set out in the EPBC Act and the objects of the EPBC Act (sections 3 and 3A of the EPBC Act).

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6.19. Offsets

- 6.19.1. This section requires, if it is necessary, the inclusion of details of an offset package to be implemented to compensate for residual significant impacts associated with the Preliminary Design, as well as an analysis of how the offset meets the requirements of the Department of Agriculture, Water and the Environment's (DAWE) Environment Protection and Biodiversity Conservation Act 1999 Environmental Offsets Policy October 2012.

7. Project Management and Administration - Stream 1

7.1. Roles and Responsibilities

- 7.1.1. The primary responsibilities of the successful Tenderer for **Stream 1** include:
- a. undertaking the necessary studies and analysis to prepare technical documentation for the environmental assessment process;
 - b. receiving submissions to the formal consultation process and preparing a submissions report;
 - c. drafting and finalising the EAP documentation;
 - d. printing and publishing of the EAP documentation; and
 - e. supporting **Stream 2** in preparing communications materials by providing relevant technical content as requested.

7.2. Key Performance Indicators

- 7.2.1. The key outputs and associated KPIs for **Stream 1** are:
- a) environmental assessment studies and analysis are undertaken addressing the requirements of the Airport Plan (Condition 16 and the Airspace Design Principles), the outcomes and consultations of the 2015-2016 EIS, any guidelines issued by the Minister for Environment, and the matters set out in the preceding section;
 - b) technical environmental assessment documentation is prepared to be accessible and appropriate for consideration by diverse stakeholders;
 - c) submissions received during the formal consultation process are addressed as appropriate;
 - d) technical information is provided to **Streams 2 and 3** on the airspace design and environmental assessment as required to deliver their outputs; and
 - e) an overarching Project Plan covering all three streams is developed, agreed through the EAP Coordination Committee, and implemented.

7.3. Anticipated Milestones and Timeframes

The table below provides an overview of the anticipated milestones and indicative completion dates for **Stream 1**. Tenderers should note that this is not an exhaustive list and that it will be further refined and discussed with the successful Tenderer during contract negotiations and following contract execution.

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Key Activity / Deliverable	Additional Details	Indicative Date
Milestone 1 – Completion of Project Plan		
Workshop 1	Inception, project planning and further scoping on receipt of guidelines for the environmental assessment	November – December 2021
Workshop 2	Project description and handover from the Technical Working Group for the Preliminary Design	
Workshop 3	Gap analysis and risk assessment	
Environment Assessment Gap Analysis Report	Draft report – submitted within one week of workshop 3 Final report – submitted within one week of IATS feedback	December 2021
Project risk register	Register – submitted within one week of workshop 3	December 2021
Final Project Plan	Final plan including specialist method statements, roles and responsibilities, communications and information handling protocols, work schedule and fees table	December 2021
Milestone 2 – Acceptance by the Department of the draft environmental assessment documentation		
Fortnightly technical workshops	Technical workshops over the course of the EAP to guide and update on development	January 2022 – April 2023
Draft environmental assessment documents (including draft and final documents)	Draft chapters and technical papers progressively developed and submitted to IATS (detailed timetable for this to be developed through project planning)	January 2022 – October 2022
	Progressive development and revision of documentation to incorporate feedback from IATS	October 2022 – January 2023
	Final draft environmental assessment documentation submitted to IATS for final approval, submission to the Minister for Environment and publication	February 2023
Public exhibition of draft environmental assessment documentation (60 business days) (discussed in Stream 2 below)		April – June 2023
Milestone 3 – Public Submissions Report		

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Draft Submissions Report	Summary of consultations activities undertaken during the exhibition of the draft environmental assessment documentation Submissions Summary Detailed issues analysis	August 2023
Milestone 4 – Acceptance by the Department of the final environmental assessment documentation		
Fortnightly technical workshops	Draft chapters of the environmental assessment documentation and technical papers progressively developed and submitted to IATS (detailed timetable for this to be developed through project planning), and feedback incorporated Continuation of fortnightly technical workshops following consultation to assess submission received, any changes to the airspace design and continue development of documentation. Provision of draft post consultation environmental assessment documentation to the Department for review.	June 2023 – April 2024
Milestone 5 – Publication of final documentation		
Finalised environmental assessment documentation including report on submissions report	Final draft environmental impact documentation, including a copy of any public submissions received, submitted to IATS for final approval, submission to the Minister for Environment and publication	January 2024 March 2024

7.4. Reporting Requirements

7.4.1. The successful Tenderer for **Stream 1** will be required to submit fortnightly status reports showing the status of all specialist studies, environmental assessment preparatory works, consultation and stakeholder engagement activities, budget and timeline elements. The fortnightly status report will be required, at a minimum, to cover:

- a) progress to date and the status of all specialist studies - benchmarked against the Project Plan current at that time (e.g. 'traffic light' reporting);
- b) risks and issues requiring attention;
- c) budget issues;
- d) the successful Tenderer's performance against the contract KPIs and milestones as appropriate;
- e) an outline of the next steps or tranche of work planned for commencement or completion in the forthcoming monthly period, and

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- f) other matters the successful Tenderer deems relevant to the performance of the Stream.
- 7.4.2. The successful Tenderer for **Stream 1** will be required to include all reporting dates and deliverables in the Project Plan for the respective Stream.
- 7.4.3. The successful Tenderer for **Stream 1** will be required to attend and make presentations to meetings of the FOWSA, the ESG and other stakeholder and governance groups as requested by the Department.
- 7.5. **Workshops**
 - 7.5.1. The successful Tenderer for **Stream 1** will be required to conduct workshops with the Department and its specialists as required by the table of Key Activities/Deliverable, agreed in the contract, and any other workshops directed by or arranged in agreement with the Department.
 - 7.5.2. These workshops will inform and guide the preparation of deliverables such as the gap analysis report, work method statements for technical studies, the final Project Plan for **Stream 1** and project risk register.
- 7.6. **Gap Analysis Report and Risk Register**
 - 7.6.1. The successful Tenderer for **Stream 1** will be required to undertake a gap analysis and risk assessment workshop with the Department and relevant technical specialists to examine the extent to which data and information presented in the 2015-2016 EIS can be relied upon and to identify key risks to the delivery of the project. The timing of the workshop should be included as part of the draft Project Plan for **Stream 1** submitted with the Tenderer's proposal.
 - 7.6.2. On the back of the workshop, the successful Tenderer for **Stream 1** will be required to prepare a draft gap analysis report that, for each technical field covered in the environmental assessment:
 - a) describes the baseline and assessment information presented in the previous 2015-2016 EIS, explains the extent to which that information can be relied upon in preparing the current assessment, and makes recommendations about the scope of new work required to address any gaps and risks;
 - b) identifies issues to be addressed in finalising relevant work method statements; and
 - c) identifies key environmental risks, mitigation measures and residual risks.
 - 7.6.3. The successful Tenderer for **Stream 1** will also be required to prepare and maintain a risk register that addresses project-level risks as well as technical risks associated with the scoping of individual technical studies.
 - 7.6.4. The successful Tenderer for **Stream 1** will be required to finalise and submit the gap analysis report taking into account any feedback from the Department on the draft document. The timing of the report(s) should be included as part of the draft Project Plan for **Stream 1** to be submitted with your proposal.
- 7.7. **Draft and Finalised Environmental Assessment Documentation**
 - 7.7.1. The successful Tenderer for **Stream 1** will be required to prepare draft environmental assessment documentation and finalised environmental assessment documentation,

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and associated materials as agreed with the Department, in accordance with the requirements of the Minister for Environment's decision under Part 8 of the EPBC Act, and the guidelines issued by the Minister for Environment.

- 7.7.2. Preparation of the environmental assessment documentation will rely heavily on input from the technical working group established to plan, design, validate and performance assess airspace management arrangements, flight procedures and flight paths for single runway airport operations. The PAAM, the 2015-16 EIS and related materials are contained in a series of documents that would be made available to the successful Tenderer for **Stream 1**.
- 7.7.3. Guidelines for the environmental assessment issued by the Minister for Environment under the EPBC Act will inform the final scope of work. Relevant requirements of the Airport Plan (in particular the requirements of Condition 16(7)) will also need to be met, including an up to date assessment of how all matters in Condition 16 have been addressed following referral of the PAAM to the Minister for Environment.
- 7.7.4. The successful Tenderer for **Stream 1** will be required to amend, as necessary, and submit for the Department's agreement any work method statements (including amended costings) to accommodate new work requirements identified through consideration of the Minister for Environment's guidelines and the gap analysis report.
- 7.7.5. In the absence of formal guidelines at this stage, it is anticipated that the successful Tenderer for **Stream 1**, in consultation with the Department, will need to prepare draft and finalised environmental assessment documentation that addresses the matters described in this Scope of Services.
- 7.7.6. The draft environmental assessment documentation will include:
 - a) a separate summary document for general distribution; and
 - b) a series of two-page summary documents for each key technical study.
- 7.7.7. Technical reports prepared for the environmental assessment process will be appended to the main volume(s) of the required documentation.
- 7.7.8. The finalised environmental assessment documentation will include a volume/report that provides a summary of issues raised in public submissions on the draft environmental assessment documentation and responses to those issues.
- 7.7.9. The final drafts of the draft and finalised environmental assessment documentation will be required to be suitable for publication when provided to the Department.

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Part 3.2: Stream 2 - Stakeholder Engagement Package

8. Scope of Services for Stream 2

- 8.1.1. Stakeholder engagement and consultation on the Airport remains a vital part of the development process and, in particular, in ensuring that the community is appropriately informed and engaged in the development, consultation mechanisms and impacts of the airspace design and associated flight paths.
- 8.1.2. The Department is currently developing a 'Community Engagement and Communications (CEC) Strategy' (**CEC Strategy**) to guide engagement with relevant communities on the Airport airspace design. This Strategy is expected to be finalised in September 2021.
- 8.1.3. The successful Tenderer for **Stream 2** will be required to develop an engagement plan in line with the CEC Strategy, and based off research to understand the needs and communication preferences of the community (**Engagement Plan**).
- 8.1.4. The successful Tenderer for **Stream 2** will also be responsible for the delivery of required engagement and communications services – including, without limitation, the production of supporting collateral, running information events, developing static displays, or other activities as outlined below.
- 8.1.5. The Engagement Plan is expected to cover four main phases as follows (timings are approximate):
- a) Phase 1 – December 2021 to December 2022
Raise awareness of the Airport airspace planning processes, airspace design functional requirements and future timetable for community consultation.
 - b) Phase 2 – January 2023 – April 2023
Inform and engage relevant communities on the Airport airspace planning process and ensure awareness of arrangements for participating in EAP feedback mechanisms.
 - c) Phase 3 – April 2023 – June 2023
Support relevant communities to participate in the public consultation for the Airport airspace planning process (including feedback mechanisms, timing to comment and exhibition locations). Ensure the community is appropriately informed to submit feedback on the plans and summation of the feedback.
Undertake formal environmental assessment consultation activities, including any required by the Minister for Environment as part of the EPBC Act process.
 - d) Phase 4 – May 2023 – June 2023
Review community feedback and submissions, drafting a report outlining the activities undertaken, number of submissions, key issues raised and any other matters required that would assist in the finalisation of the airspace design.
- 8.1.6. As part of the Scope of Services for **Stream 2**, it is important to recognise the expanding role of other relevant stakeholders (including the Airport lessee company and the New South Wales government) in the delivery of community engagement

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around the on-ground airport development. It will be important for the selected Tenderer to be able to work in partnership with other stakeholders to avoid duplication and miscommunication.

8.2. **Background**

- 8.2.1. Since the Australian Government's announcement in 2014 that Badgerys Creek would be the site of the new airport, community and stakeholder engagement has demonstrated that flight path design and noise impacts are a key issue for the community.
- 8.2.2. The 2015-2016 EIS and Airport Plan for the Airport included indicative flight paths. The indicative flight paths received strong feedback from the community and stakeholders. Of the 4,975 submissions made during the public exhibition period, 4,277 raised issues relating to airspace design and operations, and 3,301 raised the indicative flight paths.

8.3. **Engagement Plan**

- 8.3.1. The successful Tenderer will be required to develop an Engagement Plan to support the delivery of appropriate information to consistent with the CEC Strategy. Additionally, the successful Tenderer will be required to make certain that:
 - a) the messaging and material provided are appropriate and relevant to address the key issues on airspace design, flight paths and noise; and provide necessary information on the Airport development (including broader social and economic benefits);
 - b) the public consultation process covers all issues of concern to local community and interest groups and should extend from project planning through to future operations;
 - c) the public consultation program provides opportunities for community involvement, information on the key issues and a pathway for feedback. The consultation program may include interviews with individuals, public meetings, interest group meetings, production of regular summary information and updates, and other consultation mechanisms to encourage and facilitate active public consultation. The successful Tenderer:
 - i. will be required to ensure the timing and location of consultation activities best meets community needs; and
 - ii. may be required to target certain groups to ensure their active involvement in the process;
 - d) the consultation process for the formal public exhibition period, as per requirements under the EPBC Act, ensures the community is aware of the process and is appropriately informed to make a submission should they choose. This will include extensive notification of the proposal in all affected areas, through means that will include, without limitation:
 - i. print media;
 - ii. static displays in public venues for example Local Government Offices;

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- iii. libraries (including mobile libraries);
 - iv. State and Federal elected representatives' offices;
 - v. local shopping centres; and
 - vi. local community newsletters such as school and church bulletins; and
- e) the successful Tenderer will be required to develop an implementation plan to deliver these consultation and communication activities and materials (see below).

8.4. EAP Coordination

8.4.1. The successful Tenderer for **Stream 2** may be required to:

- a) provide services, written input and strategic advice for the management and presentation of information for the development of the environmental assessment documentation, assisting the technical consultant when necessary; and
- b) coordinate with key stakeholders (including the Airport lessee company, the New South Wales government, Airservices and CASA) the delivery of agreed information, material and activities to support both the CEC strategy and public exhibition and consultation.

8.5. Development and refinement of communication material and channels

The following assets and channels have been developed and are currently in use:

- a) key messages;
- b) factsheets;
- c) videos – flight paths and airport construction;
- d) noise modelling tool;
- e) community research;
- f) website;
- g) 1800 hotline number;
- h) public enquiries email;
- i) Customer Relationship Management (CRM) of interested stakeholders; and
- j) newsletter - home delivered (now developed by the Airport lessee company).

The following material and services (some that are already in use) may require further development for future use:

- k) key messages;
- l) factsheets;
- m) mobile video and audio public display materials;
- n) noise modelling tool (refer to **Stream 3**);

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- o) community research;
- p) advertisements;
- q) website;
- r) 1800 hotline number;
- s) enquiries email;
- t) email distribution via CRM to interested stakeholders;
- u) newsletter - home delivered (now developed by the Airport lessee company);
- v) direct mail (i.e. postcards for letterbox delivery);
- w) community events; and
- x) banners and static displays.

8.6. Considerations

8.6.1. Subject to the CEC Strategy, the following areas will also need to be considered as part of the work to be delivered:

- a) selecting the most appropriate approaches, channels and tools for the communication of complex technical material to non-technical audience over a wide geographical area, within the restrictions of a limited budget;
- b) required staffing levels to suitably support the on-ground delivery of an intensive public exhibition and consultation based in Western Sydney, including event staff;
- c) inclusion and utilisation of the FOWSA in external engagement and meetings (which is a community consultation forum managed by the Department); and
- d) the needs of Culturally and Linguistically Diverse communities and other groups with various communication requirements.

8.7. Submission, collation, analysis and reporting requirements

8.7.1. The successful Tenderer for **Stream 2** will be required to:

- a) develop an agreed reporting mechanism that tracks engagement activities through the life of the contract;
- b) following agreement and consultation with the successful Tenderer for **Stream 1**: collect, collate, and analyse feedback and submissions from consultation activities, including formal submissions on the draft environmental assessment documentation. This is a critical and significant phase of the environmental assessment process. (*Note: the 2015-2016 EIS process received 4,975 submissions*). This will be required to include:
 - i. establishing mechanisms to receive feedback and submissions in a variety of mediums (electronic, physical (mail) or verbally);
 - ii. storing and recording the submissions and feedback;
 - iii. collating and analysing the information from within the submissions;

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- iv. delivering a comprehensive consultation report summing the engagement and consultation activities undertaken throughout the life of the contract; and
- v. delivering a report of the key issues raised (by volume and sentiment) that have arisen as part of the consultation process.

8.8. Community Research

- 8.8.1. The successful Tenderer for **Stream 2** will be required to undertake community market research to set benchmark awareness levels around airspace design and refine the communication Engagement Plan – identifying key issues to be addressed, better understand the level of knowledge and understanding of airspace design (issues and impacts) and confirm the most appropriate communication pathways.
- 8.8.2. The research will be required to be split between three audiences, suburbs (postcodes) closest to the airport, suburbs one step away from the closest postcodes and a broader Greater Sydney/Blue Mountains cohort. The research will be required to prioritise the suburbs that are most likely to be affected, giving consideration to noise measures, areas that may not have previously experienced aircraft overflight or cumulative impacts of the Airport.
- 8.8.3. It is expected that a number of tranches of research will be required before and after the formal public consultation activities.
- 8.8.4. The research will not be required to replicate previous tranches of research, which focused on the first stages of on-ground airport development.

9. Project Management and Administration - Stream 2**9.1. Roles and Responsibilities**

- 9.1.1. The primary responsibilities of the successful Tenderer for **Stream 2** will include, consistent with the CEC Strategy:
 - a) undertaking community research to establish benchmark awareness levels around WSIA airspace design, identify key issues to be addressed, and confirm the most appropriate communication pathways;
 - b) developing an Engagement Plan for community engagement and communication activities;
 - c) delivering the services and activities identified in the Engagement Plan, in coordination with other key stakeholders where appropriate, including the Airport lessee company;
 - d) liaising, coordinating and agreeing with the successful Tenderer for **Stream 1** the split of responsibilities for publishing and communicating the draft and final environmental assessment documentation and the split of responsibilities to enable a seamless process for the management, collection, collation and publishing of community feedback;
 - e) supporting **Stream 1** in the preparation of environmental assessment documentation materials by providing relevant communications and engagement services and advice as requested.

OFFICIAL: SENSITIVE**9.2. Costing Requirements**

9.2.1. Tenderers should provide a detailed outline of costs (by hour or deliverable) by activity (strategic advice, updating materials, staffing of events, etc.) and related expenses to adequately perform the objectives of the strategy, for both the ongoing engagement element and the environmental assessment documentation consultation period that covers:

- a) updating existing material and activities;
- b) developing and staffing events;
- c) developing and producing static displays;
- d) market research;
- e) development of strategic communication and engagement advice and plans;
- f) requested new material and services; and
- g) rationale for inclusion of additional services or materials, citing what benefit to the project they would offer.

9.2.2. The successful Tenderer for **Stream 2** may be asked to provide the Department with ad hoc strategic advice, support and services on communications and stakeholder engagement matters through the life of the contract – these will be charged at the agreed rate for that service (see above costing).

9.3. Key Performance Indicators

9.3.1. The key outputs and associated KPIs for **Stream 2** are:

- a) the Engagement Plan is developed and updated based on community research in conjunction with Department and consultant leads of each stream, and agreed at the EAP Coordination Committee;
- b) consistency with the CEC Strategy and coordination with key stakeholders, such as the Airport lessee company and the New South Wales government;
- c) communications materials are updated and/or developed as required for the project;
- d) stakeholder engagement activities are undertaken consistent with timing of key deliverables;
- e) individuals, communities (suburbs in proximity to flight paths) and groups who consider themselves stakeholders impacted by the Airport's aircraft operations are adequately informed of the preliminary airspace design and flight path material to provide comment/feedback on the environmental assessment process, which should be reflected in findings from market research; and
- f) public exhibition and engagement activities identified in the Engagement Plan are undertaken during the formal consultation process for the environmental assessment process in accordance with any requirements specified by the Minister for Environment.

OFFICIAL: SENSITIVE**9.4. Anticipated Milestones and Timeframes**

9.4.1. The table below provides an overview of the indicative schedule and anticipated milestones and indicative completion dates for **Stream 2**. Tenderers should note that this is not an exhaustive list and that it will be further refined and discussed with the successful Tenderer following contract execution.

Milestone	Description	Indicative Completion Date
Project Plan	Develop a Project Plan which sets out how Stream 2 activities will be undertaken.	November 2021
Tranche 1 Market Research	Benchmark research to identify key issues and communication pathways concerning airspace design and noise (sample 1000).	Following execution of contract
Engagement Plan	Develop a draft and final Engagement Plan to support the delivery of appropriate information to stakeholders, consistent with the CEC Strategy.	November 2021
Update materials	Assist updating existing information materials as required.	November-December 2021
Develop new content as needed/identified	New content and channels to support appropriate dissemination of required information to community as identified in market research.	November 2021-December 2022
Participate in community events	Participate and provide materials at community events.	November 2021-December 2022
Tranche 2 Market Research	Tracking research to identify key issues and communication pathways concerning airspace design and noise – (sample 500).	March-April 2022
Tranche 3 Market Research	Tracking research to identify key issues and communication pathways concerning airspace design and noise – (sample 500).	October-November 2022
Fine tune communication materials	Based on tracking research, update materials to address key issues.	November-December 2022
Advertising for environmental assessment consultation	Place environmental assessment consultation advertisements – timeframes, how to, key messages in traditional media across Greater Western Sydney. Supported by online advertising (social media/website).	January-May 2023
Direct communication to key community/ stakeholders	Contact key community (including direct mail to closest suburbs), stakeholders and interested parties, to inform of upcoming consultation	January-May 2023
Website submission portal launched	The Department's WSIA website updated with submission details (format if not digital).	January 2023
	Make available upload link.	April 2023
Static displays and public meetings	Placement of flight path consultation material (flight path and noise maps) at key locations (libraries,	April-May 2023

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	local council or Government offices, shopping centres, etc).	
Publishing of stakeholder submissions on the environmental assessment documentation	Collation and analysis of key findings. Dissemination of key findings to community and sharing detailed analysis/feedback with successful Tenderer for Stream 1 technical consultant and Department	
Tranche 4 Market Research	Evaluation (post completion review) research to identify key issues and communication pathways concerning airspace design and noise – (sample 1000).	June-July 2023

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Part 3.3: Stream 3 - Online Interactive Flight Path & Aircraft Noise Communications Tool

10. Scope of Services for Stream 3

10.1. Introduction

10.1.1. The successful Tenderer for **Stream 3** will be required to develop, host and maintain an Online Interactive Flight Path and Aircraft Noise Communications Tool (noise tool) until the final flight paths are implemented. The noise tool will be required to assist people gauge the impacts of new flight paths relative to their residences and will allow the flight paths and sound effects to be shown in a visually representative manner. The noise tool will be required to be maintained over the long term through the Detailed Design Phase of the airspace and flight paths design, with a register of any changes to the tool kept. The matters to be addressed in the noise tool are to include, without limitation, those described below.

10.1.2. The successful Tenderer for **Stream 3** will, as part of the project development:

- a) contribute to the development of the overarching Program Management and Collaboration Plan (if required);
- b) develop a Project Plan for the development of the aircraft noise tool, including functional specifications;
- c) participate in a collaborative management model (working with Streams 1 and 2 and the Department) to ensure the noise tool is developed consistent with the other two streams and considers lessons learned from other noise tool projects; and
- d) where appropriate, propose alternative solutions to the noise tool that would fulfil the minimum requirements and most of the functional specifications.

10.2. Background

10.2.1. Based on best practice community consultation, the successful Tenderer will be required to develop the noise tool and ongoing technical and software support for the tool, as required throughout the life of the contract. The noise tool will be required to be capable of being hosted on (or linked from) the Department's website and other communications platforms (including mobile platforms and formats). The functionality of the noise tool will be agreed with the Department, but as a minimum should be capable of displaying noise exposure contours and data against a base map or satellite imagery of the Sydney basin and the Blue Mountains, and allow the user to input address details and view forecast noise exposure levels for that location.

10.2.2. The Department invites Tenderers to propose innovative best practice noise tools that have been used at other airports or for other aviation projects. Tenderers may choose to provide in their tender a web link to a test site or other internet site hosting the proposed or a similar tool.

10.3. Necessary Requirements

10.3.1. The noise tool should, at minimum:

- a) be accessible from multiple platforms and devices;

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- b) innovatively and accurately present the Department's flight path dataset and aircraft noise modelling on geospatial data;
- c) be easy to navigate and provide an interactive experience for the user;
- d) enable users to select/search points of interest and obtain details of indicative flightpaths in proximity of that location to understand the potential aircraft noise impacts corresponding to those flightpaths; and
- e) be able to interface securely with the Department's IT systems for the purpose of data exchange.

10.4. Functional Requirements

- 10.4.1. The noise tool will be required to be able to accept and work with all of the Department's WSIA noise modelling and geospatial data.
- 10.4.2. The noise tool will be required to be capable of visually representing multiple layers of geospatial data conveying different information, including but not limited to:
 - a) aeroplane flightpaths, including direction and altitude;
 - b) noise pollution levels;
 - c) options to include geographical/topography information, for example, names of streets, suburbs, building heights (if available), elevation, terrain etc.;
 - d) option for users to apply one or more overlays such as noise contours, single or multiple flight paths, in/outbound aircraft procedures, runway modes etc.;
 - e) filters for users (as used in other comparable tools) to adjust weather and operating conditions to understand the impacts of noise in a broad range of situations, for example, date, time, aircraft type, route, altitude, etc;
 - f) a dashboard that sets out the 'result' and key information based on the options and filters the user has applied, for example, noise impact/decibels from the event, any abatement procedure that may be in place, height of aircraft or the point of closest approach to the property, etc; and
 - g) other elements as determined by the Department or through stakeholder and community consultation.
- 10.4.3. The noise tool will be required to be able to present geospatial data on a map, or range of different types of maps, which allow users to easily identify and understand the geographical location of points of interest and where they sit within the broader landscape.
- 10.4.4. The noise tool will be required to have functionality allowing users to easily search for and select a physical address and identify the location of that address on the map relative to the noise modelling and geospatial data. Functionality will be required, without limitation, to meet the following criteria:
 - a) Allows users to select an individual address at the street level.
 - b) Automatic, type-ahead searching of addresses to speed selection for the user.
 - c) Automatic address validation on data entry from the user.
 - d) The dataset of street-level addresses that the user searches against, should always be the latest directory of Australian addresses available.

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- e) The noise tool will present noise modelling and geospatial data pertinent to an address that has been selected by the user.
 - f) The noise tool will make intuitive use of descriptive text, written in plain English, to assist users in understanding the noise modelling data and what it means.
 - g) The noise tool will include other key language options and accessibility functionality (following consultation with and advice from the successful Tenderer for **Stream 2**).
 - h) The noise tool uses graphical and/or textual features to present the noise modelling and geospatial data in an elegant, intuitive way that ensures that all users, including users with no knowledge of aeroplane noise modelling, can simply and accurately understand the data.
 - i) The noise tool uses help text, tool tips and/or other such user-aids to guide the user in using the tool, in a way that ensures that all users, including users with no experience of geospatial tools, can simply and accurately understand and use the product.
 - j) The noise tool displays a Privacy Collection Notice (wording to be provided by the Department) to users on initial load of the product; and the user will not be able to use the tool until they close the Privacy Collection Notice.
- 10.4.5. The noise tool will be required to capture and store the postcodes of addresses that have been selected by users; for use in reports to the Department.
- 10.4.6. The noise tool will be required to only store the postcode value, on selection of an address by the user, and no other address details are to be stored.
- 10.4.7. The noise tool will be required to capture and store the Federal government electorates of addresses that have been selected by users; for use in reports to the Department.
- 10.4.8. The noise tool will be required to only store the electorate value, on selection of an address by the user, and no other address details are to be stored.
- 10.4.9. The noise tool will be required to have built in capability to transition from indicative information to live or batch noise and track data once the airport becomes operational.
- 10.4.10. The successful Tenderer will be required to host, manage, maintain and update the noise tool and all associated data for the duration of the contract. This should also include, without limitation:
- a) obtaining and maintaining any licences required;
 - b) collecting general usage and search data and provide regular reports to the Department;
 - c) keeping a register of any changes that are made to the tool over time;
 - d) appointing a project manager to liaise with the Department's Project Manager for **Stream 3** and participating in meetings, as reasonably required by the Department or as necessary for the proper performance of the project;
 - e) ensuring the noise tool is highly usable, scales automatically and functions correctly on all standard computer desktops, laptops, mobile phones and other mobile devices; and

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- f) hosting a website to link back to the Department's WSIA web page.
- 10.4.11. The noise tool will be required to provide correctly operating systems and browsers that, when combined, reach 90% of active users.
- 10.4.12. The noise tool should have no downtime between 08.00 – 24.00 AEST, 7 days a week.
- 10.4.13. Any intentional downtime for deployment of patches/fixes will be required to be agreed between the Department and the successful Tenderer prior to the downtime.
- 10.4.14. The noise tool will be required to have an uptime (availability) of at least 99%.
- 10.4.15. The noise tool will be required to cater for users with varying dextrous abilities by allowing users to efficiently navigate through maps (pan, zoom, focus, data entry, selection) using:
 - a) a combination of a keyboard and a mouse;
 - b) a keyboard only;
 - c) a mouse only; or
 - d) touchscreen.
- 10.4.16. The noise tool will be required to be compatible with industry leading screen reader software.
- 10.4.17. The noise tool will be required to have other accessibility-enhanced features such as colour control, to support users with visual and other impairments in their use and understanding of the product.
- 10.4.18. The noise tool will be required to comply with the Australian Privacy Principles issued under the *Privacy Act 1988* (Cth).
- 10.4.19. The successful Tenderer will be required to host the noise tool in a secure environment (data has a classification level of UNCLASSIFIED) where back-end access to the data is restricted to authorised staff from the successful Tenderer and Department only, unless required by law.
- 10.4.20. All data will be required to be regularly backed up and available for restoration in the event of loss/corruption of data, with a Recovery Point Objective of at the most, 24 hours.
- 10.4.21. The noise tool will be required to have system performance response times that meet or exceed industry-accepted response times for web pages and web applications over the Internet (under conventional conditions a user can expect an action triggering a server-side call to respond in less than 1 second).
- 10.4.22. The product will be required to meet Web Content Accessibility Guidelines 2.0 Level AA.
- 10.5. **Data Requirements**
 - 10.5.1. The Department will make the following specific data from the Airport available to the successful Tenderer, either directly or via a third party, for the development of the noise tool:
 - a) airspace architecture and technical designs;
 - b) noise footprint models and charts;

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- c) the Airport lessee company's synthetic aircraft movement schedules, aircraft types and associate flight routes;
 - d) proposed flightpaths and flight procedures;
 - e) draft noise abatement and amelioration procedures;
 - f) weather data from Bureau of Meteorology; and
 - g) other information relating to noise, the airport or the surrounding airspace.
- 10.5.2. While the Department will endeavour to provide the successful Tenderer with data specific to the Airport, the successful Tenderer may be required to source additional data, if required.
- 10.5.3. The successful Tenderer will be required to supply the Department with industry-standard web usage statistic reports for the product. The report will be required to include statistics including but not limited to:
- a) usage reports;
 - b) unique visits;
 - c) number of visits; and
 - d) visit duration.
- 10.5.4. The successful Tenderer will be required to supply the Department with reports that detail the postcodes of addresses input by users into the noise tool. The report will be required to include statistics regarding postcodes including but not limited to:
- a) number of entries per postcode in a defined period of time;
 - b) trends over a defined period of time showing increases/decreases in entries per postcode;
 - c) the electorates of addresses input by users into the product. The report will include statistics regarding electorates including but not limited to:
 - i. number of entries per electorate in a defined period of time; and
 - ii. trends over a defined period of time showing increases/decreases in entries per electorate.
- 10.5.5. Reports will be required to be provided to the Department at least fortnightly in format(s) agreed by the Department and the successful Tenderer.
- 10.5.6. The Department will be able to request and receive reports on an ad hoc manner at any time.
- 10.5.7. Reports will be required to be available as both raw data and as formatted visualisations such as charts/maps.
- 10.5.8. Reports will be required to only be available to specifically authorised Department staff.

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11. Project Management and Administration - Stream 3

11.1. Roles and Responsibilities

11.2. Key Performance Indicators

11.2.1. The key outputs and associated KPIs for **Stream 3** are:

- a) the online aircraft noise and flight path visual tool are developed and accessible for the public for use during and for a period after the formal consultation process (until final flight paths are implemented), and
- b) The requirements in sections 10.3, 10.4 and 10.5 are met.

11.3. Anticipated Milestones and Timeframes

11.3.1. The table below provides an overview of the anticipated milestones and indicative completion dates for **Stream 3**. Tenderers should note that this is not an exhaustive list and that it will be further refined and discussed with the successful Tenderer during contract negotiations and following contract execution.

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Australian Government

**Department of Infrastructure, Transport,
Regional Development and Communications**

REQUEST FOR TENDER

For the provision of an Environmental Assessment Package
for the Preliminary Airspace and Flight Path Design for
Western Sydney International (Nancy-Bird Walton) Airport

RFT No. 10019189

PART A - REQUIREMENTS

Place for Lodgement: <https://www.tenders.gov.au>

STRUCTURE OF THIS RFT

This Request for Tender (**RFT**) is made up of the following Parts:

(this) **Part A: RFT Requirements**

Part A1 – RFT Details

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Part C8 – Tenderer's Deed Poll

Before preparing a tender, Tenderers should make sure they have read and understood all Parts of the RFT documentation.

Part A1 RFT Details

RFT Description	Request for Tender for the provision of an Environmental Assessment Package for the Preliminary Airspace and Flight Path Design for Western Sydney International (Nancy-Bird Walton) Airport (the Airport)
Release Date	23 August 2021
Closing Time	12:00 pm AEDT on 4 October 2021
Offer Period	Tenders will remain open for acceptance by the Department for a period of six-months after the Closing Time.
Deadline for Submission of Tenderer Questions	28 September 2021, 12:00 pm AEST
Project Manager	<p>Attention: s47F</p> <p>Department of Infrastructure, Transport, Regional Development and Communications GPO Box 594 Canberra ACT 2601</p> <p>email: WSAprocurement@infrastructure.gov.au</p>
Complaints Officer	<p>Attention: Governance Section</p> <p>email: clientservice@infrastructure.gov.au</p>
Lodgement of tenders	Via the Australian Government's procurement information system, AusTender, at https://www.tenders.gov.au (constituting the electronic Tender Box).

Part A2 Statement of Requirements

1. Summary of Requirement

The Australian Government Department of Infrastructure, Transport, Regional Development and Communications (**Department**) is undertaking a two-stage procurement process to engage one or more qualified and experienced service provider(s) to deliver one or more Streams of the Environmental Assessment Package for the preliminary Airspace and Flight Path Design for the Western Sydney International (Nancy-Bird Walton) Airport (**Airport**).

The Department has completed the first stage of a two-stage procurement process, a Request for Expression of Interest (**REOI**), from which it has selected certain respondents for certain Streams (**Selected Respondents**) to participate in the second stage Request for Tender (**RFT**) process.

The Department is now moving to the second stage of the two-stage procurement process and invites Selected Respondents to submit a tender in response to this RFT. Only Tenderers that have been identified as suitable and shortlisted via the REOI process conducted by the Department have been invited to participate in this RFT.

Tenderers may only submit a tender in relation to the Stream or Streams for which they were shortlisted as part of the REOI process. Tenderers were notified via a letter in December 2020 of the Stream(s) for which they have been shortlisted to participate in this RFT. If a Tenderer is unsure of which Stream(s) it has been shortlisted for, it should contact the Project Manager as soon as possible. The Department will not accept a tender (or part of a tender) for a Stream(s) for which a Selected Respondent has not been shortlisted. If a Tenderer tenders for a Stream for which they were not shortlisted as part of the REOI process (as per the notification letter provided to Tenderers), this portion of the tender will be excluded from the evaluation of their tender.

The Department is seeking to enter into one or more contracts for the provision of the Services with successful tenderers from this RFT in November 2021, on the terms and conditions set out in the Draft Contract (see [Part A4](#) of this RFT).

This RFT is a covered procurement for the purposes of the *Commonwealth Procurement Rules* and the *Government Procurement (Judicial Review) Act 2018* (Cth), and a Public Interest Certificate has been issued in respect of this procurement for the purposes of that Act.

More detail about the Services required by the Department is set out in this [Part A2](#) below.

2. Background

2.1. The Department

The Department's work touches every Australian community and underpins Australia's economy and society. The Department provides policy and strategic advice to government, and delivers programs, services and fit-for-purpose regulation for infrastructure, communications, the arts, transport, our regions, our cities and our territories. The Department works to:

- support an efficient, sustainable, safe and accessible transport system;
- improve living standards and facilitate economic growth in cities and regions across Australia;
- provide governance frameworks and services in the territories;
- enable all Australians to connect to effective communications services and technologies, for inclusiveness and sustainable economic growth; and
- support sustainable and inclusive creative and cultural sectors, and protect and promote Australian content and culture.

The outcomes the Department is seeking through the delivery of the Environmental Assessment Package are:

- a) an environmental assessment process and all related documentation to be delivered for consideration and approval by decision makers; and
- b) relevant Sydney communities have been engaged and appropriately consulted about the proposed draft airspace and flight path design.

- 2.1.1. The responsible Division within the Department is the International Aviation, Technology and Services (**IATS**). The requirements and the responsibilities of the successful Tenderer(s) are set out in the Scope of Services at Part A5.

3. Detailed Requirements

3.1. Description of the Services

The Department is seeking to procure one or more of the Selected Respondents to develop and deliver an Environmental Assessment Package comprising:

- a) **Stream 1** - Undertake necessary studies and prepare draft and finalised environmental assessment documentation (including a draft and final Environmental Impact Statement, if required), other associated materials and services as approved by the Department (including oversight of any public consultation and feedback process), in accordance with all guidelines and requirements from the Minister for the Environment under the *Environment Protection and Biodiversity Conservation Act 1999* (**EPBC Act**); and/or

- b) **Stream 2** - Develop a detailed Stakeholder Engagement Plan incorporating best practice methods for communicating complex technical information. Effectively deliver and execute the consultation and communication activities established under the Stakeholder Engagement Plan developed by the successful Tenderer; and/ or, including coordinated management and delivery of the public consultation and feedback process; and/or
- c) **Stream 3** - Develop, host and maintain an Online Interactive Flight Path and Aircraft Noise Communications Tool.

- 3.1.1. Due to the complexities of and interdependencies between the three Streams, the Department's preference is to engage a single service provider to deliver all Services under each Stream. However, the Department may choose to engage up to three individual service providers to each deliver an individual Stream, should this approach best meet the Department's requirements and achieve value for money.
- 3.1.2. Tenderers should note that, the delivery of the Environmental Assessment Package requires a coordinated project management approach across all three Streams to deliver the outputs to the requisite standards and quality.
- 3.1.3. Tenderers are required to demonstrate how they intend to work with any other parties involved in the delivery of the Environmental Assessment Package. Where more than one Tenderer is selected the Department will require the successful Tenderers to submit a Program Management and Collaboration Plan, covering the proposed period of services, as part of this RFT process.
- 3.1.4. Shortlisted respondents to the REOI have signed a Deed of Confidentiality prior to the release of this RFT. Tenderers, by participating in this RFT process, acknowledge that their signed Deed of Confidentiality also applies in respect of this RFT process. The Department expects that the RFT documentation will be handled sensitively, with great care and will not to be released beyond those with a 'need to know'.

3.2. **Response Breakdown**

- 3.2.1. Tenderers may submit a tender for each of the following Stream(s) for which they were notified that they have been shortlisted, as part of the REOI process:
 - a) Stream 1 - Environmental Assessment Documentation;
 - b) Stream 2 - Stakeholder Engagement Package; and
 - c) Stream 3 - Online Interactive Flight Path and Aircraft Noise Communications Tool.
- 3.2.2. Tenderers must clearly indicate which preferred Stream or combination of Streams they are tendering for in their tender.

3.2.3. Tenderers tendering for multiple streams should provide one Response Schedule including all information set out in Part C of the RFT and should provide additional Response Schedules including the following information for each other Stream for which they are tendering:

- a) Part C1 – section 2 – Subcontractor Details
- b) Part C1 – section 3 – Conditions for Participation
- c) Part C1 – section 6 – Insurance
- d) Part C1 – section 8 – Response to Evaluation Criteria
- e) Part C1 – section 9 – Key Performance Indicators
- f) Part C2 – Response to Statement of Requirements
- g) Part C3 – Tendered Pricing

3.2.4. The Response Schedules should not exceed 30 pages for each Stream.

3.3. **Period of Services**

3.3.1. The minimum period of Services will vary depending on the Stream. It is anticipated that the Department may require some Services from the commencement of the proposed Contract to the scheduled opening of the Airport in 2026.

3.3.2. The majority of the contracted Services are expected to be performed between 2022 and 2024. Specific indicative contract periods are detailed in paragraph A.3.1 of the Contract (Part A4 of this RFT). There will also be performance-based breakpoints, aligned with the project deliverables and Scope of Services (Part A5 of this RFT).

3.3.3. Tenderers should note that the proposed Contract(s) with the successful Tenderer(s) will not preclude that service provider from undertaking work for WSA Co Limited (the developers of the Airport) in an advisory capacity, provided that:

- a) the Department is advised in advance of any such work to determine the potential for any Conflict of Interest; and
- b) the service provider has fully complied with any requirements imposed by the Department.

3.4. **Pricing**

3.4.1. The Department's proposed pricing and payment structure varies depending on the Stream. For Streams 1 and 3, the Department intends to pay the successful Tenderer(s) based on the milestone structure indicated in Tender Pricing Section 1 of Part C3, and in the Draft Contract at C.1.2 of Schedule 2. The work and deliverables required to meet each milestone are set out in Part 3.1 of the Scope of Services in Part A5 of this RFT.

3.4.2. For Stream 2, the Department is seeking Tenderers to provide pricing against a menu of work items specified in Part C3 and at Part 3.1 of the Scope of Services in Part A5 of this

RFT. This involves both milestones and hourly rates as specified in Part C3. The Department is seeking the successful Tenderer for Stream 2 to invoice the Department on a bi-monthly basis, for work items performed in respect of Stream 2 during the relevant period. In all cases, the Department's obligation to pay the successful Tenderer(s) does not accrue until the Department has accepted the performance of each work item in writing, as per the Draft Contract terms and conditions at Section C of Schedule 2.

3.5. Departmental materials, information, equipment or assistance to be made available to the successful Tenderer(s)

- 3.5.1. Extensive preparatory work has been undertaken by the Department's airspace technical working group to develop, validate and assess the performance of alternative conceptual airspace and flight path designs against the key criteria of safety, environmental impact, efficiency and capacity. These plans and assessments are documented and will be made available to the successful Tenderer(s). The Plan for Aviation Airspace Management (**PAAM**) and the 2015-16 EIS are foundation documents for the performance of the Services. The successful Tenderer(s) will be provided with access to both these documents.

3.6. The Indigenous Procurement Policy

- 3.6.1. Tenderers should refer to clause 4.11 in Part B1.

3.7. The Black Economy Procurement Connected Policy

- 3.7.1. Tenderers should refer to clause 4.12 in Part B1.

3.8. Workplace Gender Equality Act 2012 (Cth)

- 3.8.1. Tenderers should refer to clause 4.13 in Part B1.

3.9. Modern Slavery Act 2018 (Cth)

- 3.9.1. Tenderers should refer to clause 4.14 in Part B1.

3.10. Relevant Policies and Australian standards

- 3.10.1. The policies and regulations that will apply to the performance of the Services include:

- a) the Western Sydney Airport Plan, determined in 2016 and varied in 2020;
- b) Guidelines issued under the EPBC Act for the conduct of the assessment to be delivered for consideration and approval by decision makers.

Note: The Guidelines issued for the environmental assessment documentation, under the EPBC Act have not yet been issued by the Minister for Environment; and,

- c) the *Environmental Planning and Assessment Act 1979* (NSW).

4. Draft Contract

- 4.1.1. The Draft Contract (see Part A4 of this RFT) will form the basis of the contractual arrangements between the Department and the successful Tenderer(s).
- 4.1.2. Where provisions set out in the Scope of Services (see Part A5 of this RFT) conflict in any way with provisions of the Draft Contract, the provisions of the Draft Contract will prevail.
- 4.1.3. Tenderers must indicate any non-compliances with the Draft Contract in their tender and will only be permitted to negotiate changes to the Draft Contract based on their Contract Compliance Statement.

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Part A3 Evaluation and Response Requirements

1. Evaluation of Tenders

Tenders will be evaluated in accordance with Part B2 of this RFT.

1.1. Evaluation Criteria

Criteria	Tender Requirements	Weighting
1. The extent to which the tender demonstrates relevant recent experience of the Tenderer and proposed team members in areas relevant to the performance of Services (capacity & capability)	a) Please provide a description of: <ul style="list-style-type: none"> i. environmental assessment services for other similar major infrastructure, multi-disciplinary projects and airport-related developments the Tenderer and proposed team members have been involved with; and ii. the role of your Tenderer and how it contributed to the successful completion of the project(s), including: <ul style="list-style-type: none"> • the total cost of the project (e.g. capital cost); • project duration; and • the Tenderer's contribution to the success of the project. iii. Please provide a current CV not exceeding three A4 pages for each of the members of your proposed team, including details of security clearances, relevant qualifications, skills and experience. b) Please provide contact details of at least two referees for similar recent projects.	50% of technical weighting
2. The extent to which the tender describes a methodology and approach that meets the requirements of the project set out in the Scope of Services (<u>Part A5</u> to this RFT) including the factors set out in the Description of the Action at Part 7 of the Scope of Services	a) Please provide a draft of a high-level project plan that identifies critical path activities and estimated business days to achieve each milestone (Gantt chart format). <ul style="list-style-type: none"> b) Please identify any key performance indicators necessary to deliver the project on time and within scope and budget. c) Please identify any additional project risks and proposed mitigation measures to address those risks. 	50% of technical weighting

Criteria	Tender Requirements	Weighting
<p>3. Pricing</p>	<p>Please provide a maximum capped price for delivery of the Services, including all:</p> <ul style="list-style-type: none"> a) direct costs (deliverables based); and b) incidental and indirect costs (travel, accommodation, etc.). <p>Tenders may include any available discounts for the Department.</p> <ul style="list-style-type: none"> c) In providing a maximum capped price for the delivery of the Services, Tenderers must provide the price inclusive of a cost breakdown according to: <ul style="list-style-type: none"> i. the components of the Services required to achieve the relevant milestones; ii. an estimate of the number of days to be committed by nominated personnel to achieve the milestones; iii. daily rates for individual members of the Tenderer's team; and iv. the estimated daily fee for the Tenderer's team as a whole. <p>Tenderers should note that the Department will cap all travel, accommodation and expenses at the rates applicable to the Department's non-SES personnel.</p> <p>Prices not in Australian dollars may be converted to Australian dollars as at the Closing Time for the purposes of evaluation only.</p> <p>All prices must be inclusive of GST and all other taxes, duties (including any customs duties) and any government charges imposed or levied in Australia or overseas. All GST, taxes, duties and any government charges should be separately itemized.</p>	<p>Unweighted</p>
<p>4. Environmental sustainability: The extent to which the Tenderer's proposed approach to the performance of the Services is environmentally sustainable.</p>	<p>Nil.</p>	<p>Unweighted</p>

Criteria	Tender Requirements	Weighting
<p>5. The extent to which the tender demonstrates economic benefit to the Australian economy</p>	<p>Tenderers may wish to address the following issues in their tender:</p> <ul style="list-style-type: none"> a) direct and indirect employment in Australia, including details by region and sector; b) investment in property, equipment and other infrastructure; c) skills and training, including apprenticeships and other structured training; d) small and medium sized enterprises and subcontractors to be involved in delivering the Services, including details of linkages that will be established to global supply chains; e) research and development activities; f) technology or skills transfer to Australian businesses; g) value of inputs from suppliers based in Australia compared with overseas; h) value of labour costs (including from subcontractors and other suppliers) based in Australia compared with overseas; and <p>contribution to social and community outcomes.</p>	<p>Unweighted</p>
<p>6. Indigenous Procurement Policy: The extent to which the tender demonstrates commitment in relation to increasing Indigenous participation, including, where relevant by having regard to the Tenderer's past compliance with the mandatory minimum requirements of the Indigenous Procurement Policy and the extent to which the Tenderer's proposed Indigenous Participation Plan will meet the mandatory minimum requirements.</p>	<p>A Tenderer that has no past experience with any mandatory minimum requirements will not be disadvantaged by this alone. The Department will also consider other actions which the Tenderer has taken in the past to increase Indigenous participation (provided that these are set out or referenced in the Tender Response Tables and the Tenderer's proposed Indigenous Participation Plan substantially in accordance with Part C7).</p>	<p>Unweighted</p>
<p>7. Risk presented to the Department including the Tenderer's degree of compliance with the Draft Contract and any actual or perceived Conflict of Interest (see definition of 'Conflict of Interest' in Part B3 of this RFT).interest</p>	<p>Tenderers must submit a Contract Compliance Statement substantially in accordance with Part C4.</p>	<p>Unweighted</p>

2. Response Requirements (General)

2.1. General Requirements

Tenders should be substantially in the form of the Tender Response Schedule at Part C of this RFT. In particular, the Tenderer must include:

- a) the Tenderer's Details substantially in accordance with Part C1.
- b) pricing information substantially in accordance with Part C3.
- c) a Contract Compliance Statement substantially in accordance with Part C4.

2.1.2. Tenderers should fully address all requirements set out in this RFT in preparing their tender. The Tenderer is referred to the Scope of Services (Part A5) and the Evaluation Criteria (Part A3) for information on the requirements sought by the Department.

2.1.3. Tenders must be lodged electronically via AusTender, at <https://www.tenders.gov.au> before the Closing Time and in accordance with the tender lodgement procedures set out in section 3 of Part B1.

2.2. Conditions for Participation

2.2.1. The tender must include:

- a) a Valid and Satisfactory Statement of Tax Record for the Tenderer; or
- b) a receipt demonstrating that a Statement of Tax Record has been requested from the Australian Taxation Office for the Tenderer and the Tenderer must then provide a Valid and Satisfactory Statement of Tax Record within four (4) business days from the Closing Time; and
- c) a Valid and Satisfactory Statement of Tax Record for any first tier subcontractor(s) that the Tenderer proposes as part of its tender, if the value being proposed for the subcontract(s) exceeds \$4.0 million (GST incl.).

Note to Tenderers: Tenderers should apply for a Statement of Tax Record and should ensure that their subcontractor(s) apply for a Statement of Tax Record within sufficient time to meet this requirement.

2.2.2. Tenderers should be aware that a failure to satisfy any Minimum Content and Format Requirement may result in the tender being excluded from consideration in this RFT process, subject to section 1.1.4 of Part B2.

2.3. Minimum Content and Format Requirements

2.3.1. The tender must be written in English and measurements expressed in Australian legal units of measurement.

2.3.2. The tender must include a signed Tenderer's Deed Poll substantially in the form of Part C8.

2.3.3. The tender must include an Indigenous Participation Plan.

- 2.3.4. Tenderers should be aware that a failure to satisfy any Condition of Participation or Minimum Content and Format Requirement may result in the tender being excluded from consideration in this RFT process, subject to section 1.1.4 of Part B2.

2.4. Pricing Requirements

In addition to the requirements above:

- 2.4.1. Prices not stated in Australian dollars may be converted to Australian dollars as at the Closing Time for the purposes of evaluation only.
- 2.4.2. Tendered prices should be inclusive of:
- a) all GST - as defined in section 195-1 of the *A New Tax System (Goods and Services Tax) Act 1999* - applicable to the Services where applicable, and any such GST should be clearly and separately identified;
 - b) all other taxes, duties (including any custom duties) and any government charges imposed or levied in Australia and overseas; and
 - c) all costs associated with doing all things necessary for the due and proper completion of the proposed Contract.
- 2.4.3. Any overhead and start-up costs should be amortised over the proposed period of the Draft Contract.

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Part A4 Draft Contract

Tenderers should refer to the Draft Contract for the Provision of an Environmental Assessment Package for the Airspace and Flight Path Design for Western Sydney International (Nancy-Bird Walton) Airport, attached to this Part A4 as a separate file.

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Part A5 Scope of Services

Tenderers should refer to the Scope of Services, attached to this Part A5 as a separate file.

Released under FOI Act by DITRDCA



Australian Government

Department of Infrastructure, Transport,
Regional Development and Communications

REQUEST FOR TENDER

For the provision of an Environmental Assessment Package
for the Preliminary Airspace and Flight Path Design for
Western Sydney International (Nancy-Bird Walton) Airport

RFT No. 10019189

PART B – TERMS AND CONDITIONS

Place for Lodgement: <https://www.tenders.gov.au>

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INFORMATION FOR TENDERERS

Structure of this RFT

This Request for Tender (**RFT**) is made up of the following Parts:

Part A - RFT Requirements

(this) **Part B – RFT Terms and Conditions**, which consists of:

Part B1 – Tendering Rules

Part B2 – Evaluation of Tenders

Part B3 – Defined Terms in this RFT

Part C – RFT Response Form

Before preparing a tender, Tenderers should make sure they have read and understood all Parts of the above mentioned RFT documentation.

Part B1 TENDERING RULES

1. RFT Details

1.1. Invitation for Persons to Tender

- 1.1.1. The Commonwealth, represented by and acting through the Department of Infrastructure, Transport, Regional Development and Communications (**Department**) invites tenders for the provision of the Services described in the Scope of Services (see Part A5) in accordance with this RFT (which is constituted by Parts A, B and C).

1.2. Summary of Requirements

- 1.2.1. The Department is seeking to enter into a Contract(s) to procure the Services detailed in Part A of this RFT.
- 1.2.2. As a minimum, the Department requires Tenderers to comply with the Minimum Content and Format Requirements (if any) and the Conditions of Participation (if any). Subject to the correction of Minimum Content and Format Requirements and Conditions of Participation (if any) under section 1.1.4 of Part B2 of this RFT, failure to comply may result in the tender being excluded from further consideration.

2. RFT Download

2.1. Documentation Download - AusTender, the Australian Government's Procurement Information System

- 2.1.1 AusTender is the Australian Government's procurement information system. Access to and use of AusTender is subject to terms and conditions. In participating in this RFT process, Tenderers must comply with those terms and conditions and any applicable instructions, processes, procedures and recommendations as advised on AusTender at: <https://www.tenders.gov.au/?event=public.termsOfUse>.
- 2.1.2 All queries and requests for technical or operational support must be directed to:
- AusTender Help Desk
- Telephone: 1300 651 698
- International: +61 2 6215 1558
- Email: tenders@finance.gov.au
- The AusTender Help Desk is available between 9am and 5pm ACT Local Time, Monday to Friday (excluding ACT and national public holidays).

3. Lodgement of Tenders

3.1. Electronic lodgement

- 3.1.1. Tenders must be lodged electronically via AusTender, at <https://www.tenders.gov.au> before the tender Closing Time and in accordance with the tender lodgement procedures set out in this RFT documentation and on AusTender.

3.2. Tender Closing Time and Date

- 3.2.1. Tender responses must be lodged before the Closing Time.
- 3.2.2. The Closing Time will also be displayed in the relevant AusTender webpage, together with a countdown clock that displays in real time the amount of time left until Closing Time (For more information please see AusTender Terms of Use). For the purposes of determining whether a tender has been lodged before the Closing Time, the countdown clock will be conclusive.

3.3. Tender Response Requirements

- 3.3.1. Tenderers should lodge their tender in accordance with the requirements set out in sections 3.3 and 3.4 of this Part B1 for file format/s, naming conventions and file sizes. Failure to comply with any or all of these requirements may result in the tender not uploading successfully and/or may result in the tender being excluded from consideration.
- 3.3.2. The Department will accept tenders lodged in Microsoft Word 2003 (or above), Microsoft Excel 2003 (or above) or PDF format 7.0 (or above).
- 3.3.3. The tender file name/s should:
- a) incorporate the Tenderer's company name; and
 - b) reflect the various parts of the bid they represent, if the tender comprises multiple files.

3.4. Tender Files

- 3.4.1. Tender files should not exceed a combined file size of five (5) megabytes per upload.
- 3.4.2. AusTender will accept up to a maximum of five files in any one upload of a tender. Each upload should not exceed the combined file size limit of five (5) megabytes. If an upload would otherwise exceed five (5) megabytes, the Tenderer should either:
- a) transmit the tender files as a compressed (zip) file not exceeding five (5) megabytes; and/or
 - b) lodge the tender in multiple uploads ensuring that each upload does not exceed five (5) megabytes and clearly identify each upload as part of the tender.

Tenders should be completely self-contained. No hyperlinked or other material may be incorporated by reference. All supporting material that is not directly related to this RFT

should be provided in CD, DVD or hard copy which must be received by the Project Manager at the address specified at Part A1 of this RFT within two (2) business days following the Closing Time.

3.5. Scanned or Imaged Material, including the Tenderer's Deed Poll

3.5.1. Scanned images of signed and/or initialled pages within the tender, including the Tenderer's Deed Poll at Part C of this RFT (or any statutory declarations and/or deeds of confidentiality, where they are required under this RFT), are permitted, so long as the total file size does not exceed the five (5) megabyte limit. The use of scanned or imaged material, where it expands the tender file size beyond the five (5) megabyte limit per upload, is prohibited by AusTender. Where it is necessary to provide such material in response to this RFT, such material may be provided separately so long as:

- a) the Tenderer includes in its tender a description of any material being separately provided pursuant to this section;
- b) the material is included on a CD-ROM, DVD or hard copy and sent to the Project Manager at the physical address specified in Part A1 of this RFT; and
- c) that material is received by the Project Manager be within two (2) business days following the Closing Time.

3.5.2. In the event that the Department requires clarification of the Tenderer's tender, the Tenderer may be required to courier or security post the originals of the signature and/or initialled pages to the Project Manager at the address specified at Part A1 of this RFT, in accordance with any timeframe specified by the Department.

4. General Tendering Conditions

4.1. Requests for Further Information

4.1.1. Requests for further information in relation to this RFT should be directed:

- a) in writing to the Project Manager; and
- b) by the Deadline for Submission of Tenderer Questions specified in Part A1 of this RFT.

4.1.2. The Department may circulate questions and their answers to all other Tenderers but will not disclose the source of the questions or reveal the substance of a proposed tender.

4.2. Industry Briefing

- 4.2.1. The Department will be conducting an industry briefing concerning this RFT. Details of the industry briefing will be advised on AusTender.
- 4.2.2. Attendance at the industry briefing is optional, however, Tenderers are strongly encouraged to attend. Tenderers should provide written notice to the Department's Project Manager no later than 31 August 2021, setting out the names and contact details for all persons who will be attending the industry briefing. Attendees who have not been notified to the Project Manager by this time may be refused entry to the industry briefing.

4.3. Variation and Termination of the RFT

- 4.3.1. The Department may, at its absolute discretion:
- a) amend this RFT, including by amending timeframes, the Draft Contract or the Department's requirements by giving written notice to Tenderers (if possible) and advertising the changes on AusTender;
 - b) vary or suspend the RFT process;
 - c) terminate or abandon the RFT process in whole or in part if, in the opinion of the Department:
 - i) that is in the public interest;
 - ii) no Tenderer meets the Minimum Content and Format Requirements (if any) or Conditions for Participation (if any);
 - iii) no Tenderer is fully capable of undertaking the Contract; or
 - iv) no tender represents value for money; and
 - d) reject any Tenderer from the RFT process at any time if, in the opinion of the Department:
 - i) that is in the public interest;
 - ii) that Tenderer does not meet the Conditions for Participation (if any) or Minimum Content and Format Requirements (if any);
 - iii) that Tenderer is not fully capable of undertaking the Contract;
 - iv) this RFT otherwise allows for the exclusion of a Tenderer; or
 - v) that Tenderer submits a tender that does not represent value for money.

4.4. Joint Tenders

- 4.4.1. The Department will not consider joint tenders, and will only contract with a single legal entity or recognised firm of partners, noting there may be separate Tenderers for each Stream.

4.5. The Department's Confidential Information

4.5.1. Each Tenderer must:

- a) continue to comply with its obligations under the Deed of Confidentiality entered into with respect to this RFT process; and
- b) subject to the Deed of Confidentiality:
 - i. ensure that all of its employees, agents or sub-contractors involved in meeting the Department's requirements do not either directly, or indirectly, record, divulge or communicate to any person any confidential information concerning the affairs of the Department, the Commonwealth or a third-party acquired or obtained in the course of preparing a tender, or any documents, data or information provided by the Department and which the Department indicates to the Tenderer is confidential or which the Tenderer knows or ought reasonably to know is confidential;
 - ii. keep confidential, and not disclose, any information (other than information that is in the public domain), that the Department provides during this RFT process; and
 - iii. if requested by the Department, provide confidentiality undertakings in a form specified by the Department and arrange for its applicable employees, agents or sub-contractors to also provide such undertakings.

4.6. Tenderer's Confidential Information

4.6.1. The Department will keep confidential any Confidential Information provided to the Department by Tenderers prior to the award of the Contract (if any) and, in respect of unsuccessful Tenderers, after the resulting Contract (if any) is awarded.

4.6.2. The obligation of confidentiality in section 4.6.1 of this Part B1 does not apply if the Confidential Information:

- a) is disclosed by the Department to its advisers, officers, employees or sub-contractors solely in order to conduct the RFT process or manage any resulting Contract;
- b) is disclosed to the Department's internal management personnel, solely to enable effective management or auditing of the RFT process or any resulting Contract;
- c) is disclosed by the Department to the responsible Minister or the Minister's staff;
- d) is disclosed by the Department in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia;
- e) is shared by the Department within the Commonwealth, or with a Commonwealth agency, when this serves the Commonwealth's legitimate interests including for audit purposes;

- f) is authorised or required by law to be disclosed;
- g) is in the public domain otherwise than due to a breach of the relevant obligations of confidentiality; or
- h) is disclosed with the prior written consent of the Tenderer.

4.6.3. The Department operates within a governance and public accountability framework established under legislation which requires the Department to minimise the amount of information that is subject to confidentiality requirements. The Department may agree to keep confidential any specific information provided under, or in connection with, the Contract if it is appropriate to do so. Further information on the Commonwealth's confidentiality policy is available at:

<https://www.finance.gov.au/government/procurement/buying-australian-government/additional-reporting-confidentiality>

4.6.4. To enable the Department to consider whether it agrees to keep confidential specific information provided to the Department by Tenderers as part of this RFT process prior to the award of the Contract, Tenderers should include in their tender any request that information is to be treated as confidential if it is a successful Tenderer, specifying the relevant information, the requested period of confidentiality and giving reasons why it is necessary to keep the information confidential.

4.6.5. The Department will consider any request made under section 4.6.4 of this Part B1 and will inform the Tenderer whether or not the Department, in its absolute discretion, agrees to the request and the terms under which it agrees.

4.6.6. The terms of any agreement may form part of any Contract to be awarded at the completion of the RFT process.

4.7. Disclosure of Information

4.7.1. The *Freedom of Information Act 1982* (**FOI Act**) gives members of the public rights of access to documents in the possession of the Australian Government and its agencies. The FOI Act extends, as far as possible, the right of the Australian community to access information (generally documents) in the possession of the Australian Government, limited only by exceptions and exemptions necessary for the protection of essential public interests and of the private and business affairs of persons in respect of whom information is collected and held by departments and public authorities.

4.7.2. Each Tenderer should obtain, and will be deemed to have obtained, its own advice on the impact of the FOI Act and all other relevant legislation on its participation in this RFT process. All sensitive business information or confidential data, which a Tenderer provides in its tender and considers should be exempt from disclosure under the FOI Act, should be clearly indicated in the Tenderer's tender.

4.7.3. Tenderers should be aware that, in order to enhance transparency, the Department will make available on request, the names of any sub-contractor engaged by the successful

Tenderer(s) to provide any part of the Services specified in the Statement of Requirements. Consequently, Tenderers agree to:

- a) the public disclosure of the names of any subcontractors engaged under the Contract, and
- b) inform relevant subcontractors that the names of subcontractors engaged under the Contract may be publicly disclosed.

4.7.4. The Department is obliged to report, through various mechanisms, information about the Contract. This includes for instance, the Department's obligations with respect to:

- a) the Senate Order on Departmental and Agency Contracts (the Department is required to list the contracts with a consideration of \$100,000 or more (GST inclusive) that it entered into during the previous 12-months, or that have not been fully performed, on the internet with access via the Department's home page. Further information regarding these requirements is specified in *Resource Management Guide No. 403 – Meeting the Senate Order on Entity Contracts*, February 2017);
- b) contracts with an estimated value of \$10,000 or more (the Department is required to publish details of these contracts on AusTender within six-weeks of entering into the contract. Further information about this requirement can be found at <https://www.finance.gov.au/government/procurement/buying-australian-government/contracts-entity-agreements>); and
- c) its other reporting and disclosure obligations (including annual reporting requirements, disclosure to Parliament and its Committees, and so on).

4.8. Ethical Dealing

4.8.1. The Department's policy is to engage in the highest standards of ethical behaviour and fair dealing throughout the RFT process. The Department requires the same standards from those with whom it deals.

4.8.2. Tenders should be compiled without improper assistance of employees or former employees of the Department, and without the use of information improperly obtained or in breach of an obligation of confidentiality.

4.8.3. The Tenderer must not:

- a) engage in misleading or deceptive conduct in relation to the RFT process;
- b) engage in any collusive tendering, anti-competitive conduct, or any other unlawful or unethical conduct with any other Tenderer or any other person in connection with the RFT process; or
- c) attempt to influence improperly any officer, employee or agent of the Department, or violate any applicable laws or Department policies regarding the offering of inducements in connection with the RFT process.

- 4.8.4. The Department may exclude from consideration any tender lodged by a Tenderer that, in the Department's reasonable opinion, has engaged in any behaviour contrary to section 4.8 of this Part B1 in relation to the RFT process.

4.9. Conflicts of Interest

- 4.9.1. If a Conflict of Interest arises at any time during the RFT process, the Tenderer must immediately notify the Department in writing. In the event of a Conflict of Interest, the Department may, in its absolute discretion, do any or all of the following:

- a) enter into discussions to seek to resolve the Conflict of Interest;
- b) reject the tender lodged by the Tenderer; or
- c) take any other action it considers appropriate.

4.10. Application of Law and Commonwealth Policy

- 4.10.1. The Tenderer should familiarise itself with all relevant legislation and Commonwealth policies relating to this RFT process, and the provision of the Services specified in the Statement of Requirements including:

- a) the *Public Governance, Performance and Accountability Act 2013* (Cth), associated delegated legislation, and related Commonwealth guidelines;
- b) the *Archives Act 1983* (Cth);
- c) *Government Procurement (Judicial Review) Act 2018* (Cth);
- d) the *Ombudsman Act 1976* (Cth);
- e) the *Privacy Act 1988* (Cth);
- f) the Protective Security Policy Framework published by the Attorney-General's Department;
- g) Division 137.1 of the *Criminal Code* (Cth);
- h) the *Work Health and Safety Act 2011* (Cth); and
- i) the *Public Interest Disclosure Act 2013* (Cth).

- 4.10.2. Tenderers should be aware that the Department will not enter into a Contract with a Tenderer that has been named in Parliament as not complying with the *Workplace Gender Equality Act 2012* (Cth). A list of non-compliant suppliers is available at:

<https://www.wgea.gov.au/what-we-do/compliance-reporting/non-compliant-list>.

- 4.10.3. Tenderers' attention is drawn to the obligations under Part 4 of the *Charter of United Nations Act 1945* (Cth) and the *Charter of the United Nations (Dealing with Assets) Regulations 2008*. These laws require any person who holds assets or funds belonging to a person or entity on the list of designated persons and entities to immediately freeze those assets. It is an offence to make any funds or assets available to a designated person or

entity on the list. The Department will not enter into a Contract with a Tenderer that is listed as a designated person or entity on the list. The list and more information are available at:

<http://dfat.gov.au/international-relations/security/sanctions/pages/consolidated-list.aspx>.

- 4.10.4. Tenderers must comply with any obligations applicable to them contained in the legislation arising from the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth).
- 4.10.5. Tenderers should be aware that the Department will not enter into a Contract with a Tenderer that has had a judicial decision against it (not including decisions under appeal) relating to employee entitlements and has not paid the claim.
- 4.10.6. In accordance with Resource Management Guide No. 417 *Supplier Pay On-Time or Pay Interest Policy* (January 2020), the Contract with the successful Tenderer(s) may include clauses to give effect to the policy set out in that Resource Management Guide, depending on the value of the Contract.

4.11. The Indigenous Procurement Policy

High Value Contract	means a contract where: <ul style="list-style-type: none"> a. the Supplies will be delivered in Australia; b. the value of the Supplies is \$7.5 million (GST inclusive) or more; and c. more than half the value of the contract is being spent in one or more specific industry sectors as identified at https://www.niaa.gov.au/indigenous-affairs/economic-development/indigenous-procurement-policy-ipp#mmr
Indigenous enterprise	means an organisation that is 50 per cent or more Indigenous owned that is operating a business.
Indigenous Participation Plan	means a plan detailing how the Tenderer will meet the minimum mandatory requirements for the Indigenous Procurement Policy.
Indigenous Procurement Policy or IPP	means the policy of that name, as amended from time to time, available on the Indigenous Procurement website at https://www.niaa.gov.au/resource-centre/indigenous-affairs/indigenous-procurement-policy
Remote Area	means the areas identified in the map on the Indigenous Procurement Website, at https://www.niaa.gov.au , as updated from time to time.

- 4.11.1. Tenderers should note that the Indigenous Procurement Policy (IPP) applies to this procurement.
- 4.11.2. The purpose of the **IPP** is to stimulate Indigenous entrepreneurship and business development, providing Indigenous Australians with more opportunities to participate in the economy.
- 4.11.3. More information on the IPP can be found at:
www.niaa.gov.au/indigenous-affairs/economic-development/indigenous-procurement-policy-ipp.
- 4.11.4. If the Contract is a High-Value Contract, the Mandatory Minimum Requirements for Indigenous participation, as described in the IPP, will apply.
- 4.11.5. If a component of the Contract will be delivered in a Remote Area, this creates an opportunity for the Contract to deliver significant Indigenous employment or supplier use outcomes in that Remote Area.
- 4.11.6. Tenderers are required to submit an Indigenous Participation Plan with their tender which details how the Tenderer will meet the minimum mandatory requirements for the IPP, if applied to the Contract (see Part C7 of this RFT)
- 4.11.7. In its Indigenous Participation Plan, the Tenderer should detail how it will ensure that its provision of the Services will deliver significant Indigenous employment or supplier use outcomes in a Remote Area.

[Note to Tenderers: Refer to [MMR Guide 2: Potential Suppliers](#) for information on MMR supplier obligations and requirements. Refer to the Indigenous Procurement Policy section 4.4.1 for examples of options available to ensure any resultant contract will deliver significant Indigenous employment or supplier use outcomes in the Remote Area.]

4.12. Black Economy Procurement Connected Policy

- 4.12.1. Tenderers should note that the Black Economy Procurement Connected Policy applies to this procurement.
- 4.12.2. The purpose of the Black Economy Procurement Connected Policy is to increase the integrity in supply chains for Government procurement processes to promote good tax behaviour, and create an even playing field for businesses that comply with their tax obligations. More information on the Black Economy Procurement Connected Policy can be found at:
<https://treasury.gov.au/publication/p2019-t369466>.
- 4.12.3. As part of their tenders, Tenderers must include:
 - a) a Valid and Satisfactory Statement of Tax Record for the Tenderer; or

- b) a receipt demonstrating that a Statement of Tax Record has been requested from the Australian Taxation Office, and the Tenderer must then provide a Valid and Satisfactory Statement of Tax Record within four (4) business days after the Closing Time; and
- c) a Valid and Satisfactory Statement of Tax Record for any first-tier subcontractor that the Tenderer proposes - as part of its tender - to engage to deliver goods or services with an estimated value of over \$4 million (GST inclusive).

4.13. Workplace Gender Equality Act 2012 (Cth)

- 4.13.1. Commonwealth policy prevents the Commonwealth from entering into contracts with Tenderers that are non-compliant under the *Workplace Gender Equality Act 2012* (Cth) (the WGE Act).
- 4.13.2. The Department requires that, in performing any Contract, the successful Tenderer(s) must:
 - a) comply with its obligations, if any, under the WGE Act; and
 - b) if the term of the Contract exceeds 18-months, provide a current letter of compliance within 18-months from the commencement date of the Contract and, following this, annually to the General Manager, as specified in the Contract.
- 4.13.3. Tenderers should note that, if they are a successful Tenderer, and if during the term of the Contract they become non-compliant with the WGE Act, they must notify the General Manager. For further information about coverage of the WGE Act, contact WGEA on (02) 9432 7000.
- 4.13.4. Tenderers must indicate as part of their response at Part C8, whether or not the organisation is a 'relevant employer' under the WGE Act and, if applicable, provide a current letter of compliance as part of their tender, if selected as a preferred or a successful Tenderer, upon the request of the Department and prior to entering into a Contract.

4.14. Modern Slavery Act 2018 (Cth)

- 4.14.1 Modern slavery refers to a range of serious forms of exploitation, including forced labour, debt bondage, human trafficking and slavery. These practices are serious crimes, grave abuses of human rights and have devastating impacts on survivors.
- 4.14.2 The *Modern Slavery Act 2018* (Cth) came into force on 1 January 2019 and aims to change the way Australian entities do business to reduce the risk that the goods and services we use every day are the product of modern slavery. This initiative highlights the Australian Government's commitment to lead by example in the fight against modern slavery and will help to mitigate modern slavery risks in public procurement and investments.
- 4.14.3 The *Modern Slavery Act 2018* (Cth) applies to all entities in the Australian market with an annual consolidated revenue of AUD \$100 million or more. Entities with an annual consolidated revenue of at least AUD\$100 million are required to prepare annual Modern

Slavery Statements. These statements must set out the reporting entity's actions to assess and address modern slavery risks in their global operations and supply chains.

- 4.13.5. Tenderers must make a declaration (see Part C, Section C6) to the effect that the provisions and obligations of the *Modern Slavery Act 2018* (Cth) do or do not apply to the Tenderer. If such provisions and obligations do apply, the Tenderer may then also be required to complete a *Modern Slavery Act 2018* (Cth) Supplier Questionnaire (to be provided by the Department, if required).

4.15. Australian National Audit Office

- 4.15.1. Tenderers should be aware of the provisions of the *Auditor-General Act 1997* (Cth), which provide the Auditor-General, or an authorised person, with statutory powers to have, at all reasonable times, access to information, documents and records. The successful Tenderer(s) will be required, at all reasonable times, to give the Auditor-General, or his or her delegate, reasonable access to information, documents, records and the Department's assets, including those on the Tenderer's premises. This will be required at reasonable times on giving reasonable notice for the purpose of carrying out the Auditor-General's functions and will be restricted to information and assets which are in the custody or control of the Tenderer, its employees, agents or subcontractors, and which are related to the Contract. Such access will apply for the term of the Contract and for a period of seven (7) years from the date of expiration or termination of the Contract.
- 4.15.2. Tenderers should obtain, and will be deemed to have obtained, independent advice on the effect of the *Auditor-General Act 1997* (Cth) on their participation in the RFT process.

4.16. Tenderers to Inform Themselves

- 4.16.1. Each Tenderer must:
- a) examine this RFT, any documents referred to in this RFT and any other information made available by the Department to Tenderers for the purpose of tendering;
 - b) examine all further information relevant to the risks, contingencies, and other circumstances having an effect on its tender which can be obtained by the making of reasonable inquiries;
 - c) satisfy itself as to the correctness and sufficiency of its tender including tendered prices;
 - d) obtain independent advice on the effect of all relevant legislation on its participation in the RFT; and
 - e) satisfy itself as to the terms and conditions of the Draft Contract, and its ability to comply with those terms and conditions.

4.16.2. Each Tenderer must:

- a) not rely on any representation, letter, document or arrangement, whether oral or in writing, or other conduct as adding to or amending these conditions other than amendments in accordance with section 4.3 of this Part B1;
- b) not rely upon any warranty or representation made by or on behalf of the Department, except as expressly provided for in this RFT; and
- c) rely entirely upon its own inquiries and inspection in respect of the subject of its tender.

4.17. Tendering Costs

4.17.1. The Department will not be responsible for any costs or expenses incurred by the Tenderer in complying with the requirements of this RFT.

4.17.2. Except for the Contract(s) with the successful Tenderer(s) and the Deed of Confidentiality signed by each Tenderer, neither this RFT, nor the tender or the Tenderer's participation in the RFT process, gives rise to contractual obligations between the Department and the Tenderer.

4.18. Disclaimer

4.18.1. This RFT is an invitation to treat, and is not to be taken to be or relied upon as an offer capable of acceptance by any person, or as creating any form of contractual (including a process contract), quasi contractual, restitutionary or promissory estoppel rights, or rights based on similar legal or equitable grounds, whether implied or otherwise.

4.18.2. The Department will not be liable to the Tenderer on the basis of any promissory estoppel, quantum merit or other contractual, quasi contractual or restitutionary grounds whatsoever or in negligence as a consequence of any matter relating or incidental to the Tenderer's participation in this RFT process including instances in which:

- a) the Tenderer is not invited to participate in any subsequent process following completion of this RFT process;
- b) the Department varies or terminates the RFT process;
- c) the Department decides not to contract for all or any of the requirements; or
- d) the Department exercises or fails to exercise any of its rights under or in relation to this RFT.

4.19. Use of Tenders

4.19.1. All tenders submitted in response to this RFT will become the property of the Department.

4.19.2. Intellectual property owned by the Tenderer or third parties in material contained in the tender will not pass to the Department with physical property in the tenders. However, the

Department may use, reproduce, and circulate on a royalty free, perpetual and irrevocable basis, any material contained in the tender, or provided by the Tenderer in response to this RFT, to the extent necessary to conduct the RFT process and in the preparation and management of any resultant Contract.

4.20. Offers and Acceptance of Offer

- 4.20.1. Lodging a tender will constitute an offer in accordance with this RFT by the Tenderer for a period of not less than the Offer Period.
- 4.20.2. Any such offer is not taken to have been accepted until a formal Contract has been executed by the Tenderer and the Department on the basis of the Draft Contract.
- 4.20.3. Any notice by the Department to the Tenderer that it is, or is not, a preferred or successful Tenderer does not constitute an acceptance or rejection of the Tenderer's offer.

4.21. Material Changes

- 4.21.1. Following lodgement of a tender, a Tenderer must notify the Department in writing if there occurs at any time during this RFT process:
 - a) an event that has the effect of materially altering either the composition or control of the Tenderer or the business of the Tenderer;
 - b) any material change to the compliance status of the Tenderer against the conditions of this RFT (including the Conditions for Participation, if any); or
 - c) any material change to the proposed basis on which the Tenderer proposes to provide the Services, or to its access to the necessary and appropriate skills, resources, nominated key personnel, nominated subcontractors/consortium members/partners or corporate, legal or financial backing to provide those Services.
- 4.21.2. If the Department receives notice of an event under section 4.21.1(a), the Department may allow (on terms it considers appropriate) the substitution of the Tenderer with another legal entity upon receipt of a joint written request from or on behalf of the Tenderer and the other legal entity and, in which case, it will evaluate the tender in its original form prior to the event except that the impact of the event on the information provided in the tender may be taken into account.
- 4.21.3. If the Department receives notice of an event under sections 4.21.1(b) or (c), or the Department does not allow substitution, or substitution is not requested, under section 4.21.1(a), the Department may at its discretion either exclude the tender from consideration, or consider the tender, taking into account the impact of the changed circumstances on the information provided in the tender.

Part B2 Evaluation of Tenders

1.1. Evaluation Methodology

- 1.1.1. The objective of the evaluation is to identify the Tenderer(s) that meet(s) the Department's requirements and represent(s) the best value for money.
- 1.1.2. The Department may not evaluate a tender unless it complies with the Minimum Content and Format Requirements, including all required information, statements, certifications and declarations.
- 1.1.3. The Tenderer must also meet the Conditions for Participation (see section 2.2 of Part A3). Failure to satisfactorily meet any of the Conditions for Participation may result in the tender being excluded from consideration.
- 1.1.4. If the Department considers that there is an unintentional error of form in a Tenderer's tender, including a Tenderer's failure to comply with the Minimum Content and Format Requirements, the Department may, in its absolute discretion and without having any obligation to do so, allow the tender to be corrected or additional information to be provided (as the case may be). The Department may also, in its absolute discretion, decline to accept any correction or additional information (as the case may be) if it considers that to accept it would create unfairness in the RFT process. If the Department gives a Tenderer an opportunity to correct an unintentional error of form, it will provide the same opportunity to all Tenderers.
- 1.1.5. The Department's decision on the parameters and methodology for evaluation will be final.
- 1.1.6. Subject to Contract negotiations, a Contract will be awarded to the Tenderer (or Tenderers) that:
 - a) meets the Minimum Content and Format Requirements;
 - b) satisfies all Conditions for Participation (see section 2.2 of Part A3);
 - c) is fully capable of undertaking the Contract; and
 - d) is evaluated as providing best value for money,
 unless, for whatever reason, in the opinion of the Department, it is not in the public interest to do so.
- 1.1.7. No legal rights or obligations in relation to the provision of the Services will arise between the Department and any Tenderer prior to the execution of a Contract.
- 1.1.8. The Department is not bound to accept the lowest priced tender.
- 1.1.9. The Department may choose not to evaluate or consider any information beyond page 30 of a tender per Stream.

1.2. Tender Evaluation Criteria

- 1.2.1. The Evaluation Criteria to be applied for the purposes of the evaluation of tenders are set out in section 1.1 of Part A3 of this RFT.
- 1.2.2. Tenders will be evaluated on the basis of overall best value for money consistent with the *Commonwealth Procurement Rules* and other Commonwealth procurement policies using the Evaluation Criteria.
- 1.2.3. For the purpose of evaluating tenders, the Department may:
- a) use any material included in a tender in the evaluation of the tender against any Evaluation Criteria, including using material provided in response to one Evaluation Criterion in the evaluation of the tender against another Evaluation Criterion;
 - b) make independent enquiries about any matters that may be relevant to the evaluation including security, financial and probity checks in relation to the Tenderer, its subcontractors and any related entities or their personnel, and use the information obtained from those inquiries in its evaluation; and
 - c) obtain, and use in its evaluation, information about the Tenderer from referees nominated by the Tenderer or from any other person contacted by Department.
- 1.2.4. The Department will evaluate tenders in the following manner:
- a) tenders will be screened to assess compliance with the Conditions for Participation and the Minimum Content and Format Requirements. Tenders that do not comply will, subject to 1.1.24 of this Part B2, be excluded from any further evaluation;
 - b) tenders that satisfy the Conditions for Participation and Minimum Content and Format Requirements will be assessed against the Evaluation Criteria;
 - c) for the purposes of Evaluation Criteria 1 and 2, Tenderers will be assessed against each of the weighted sub-criteria as specified in Part A3, using objective scoring on a scale of 0 to 100. The weighting for each scored criterion will then be applied to the Tenderers' averaged score against each of the weighted criteria to produce a weighted score for that criterion;
 - d) the weighted scores for the weighed Evaluation Criteria will then be added to provide a total weighted score. Tenderers will be ranked according to their total weighted score;
 - e) overall best value for money represented by the tenders will be determined having regard to:
 - i. each tender's total weighted score, relative to other tenders in accordance with Evaluation Criteria 1 and 2;
 - ii. each tender's offered pricing proposal, relative to other tenders in accordance with Evaluation Criterion 3 (Price);

- iii. the evaluation of environmental sustainability in respect of the Tenderer's proposed approach to delivering Services in accordance with Evaluation Criterion 4;
- iv. the evaluation of the risks inherent in the tender in accordance with Evaluation Criterion 5 (Risk); and
- f) a final ranking of tenders according to their relative value for money will be produced.

1.2.5. Tenderers are to note that, depending on the timeframes during which the tender process progresses, the Department may conduct some or all of the activities described in sections 1.2.4 of this Part B2 in parallel. Tenderers acknowledge and agree that the screening of tenders as described in section 1.2.4.a) is an ongoing process and the Department may decide during the detailed evaluation process that tenders or Tenderers do not meet the Conditions for Participation and/or the Minimum Content and Format Requirements.

1.3. Clarification, Shortlisting and Negotiations

1.3.1. Subject to Tenderers' compliance with the Conditions for Participation, the Department, in its absolute discretion, may at any stage in the evaluation process:

- a) use any relevant information obtained in relation to a tender (through this RFT or by independent inquiry) in the evaluation of tenders;
- b) enter into negotiations or discussions with any one or more Tenderers; and
- c) seek clarification or additional information from any Tenderer.

1.3.2. The Department may shortlist Tenderers, based on the assessment of any Evaluation Criteria at any stage of the evaluation process. If it does so, Tenderers will be advised accordingly, and shortlisted Tenderers may be invited to provide further information, including through an interview, on their tender to the Department in its absolute discretion and without having any obligation to do so. The Department may also, in its absolute discretion, decline to accept any further information provided by a Tenderer at interview or otherwise, if the Department considers that to accept it would create unfairness in the RFT process.

1.3.3. Without limiting its other rights under the RFT, if in the Department's view during final negotiations a successful Tenderer has retracted, or attempts to retract, agreements under which material business, financial, technical and legal issues were resolved during negotiations or parallel negotiations, the Department may reject the successful Tenderer's tender, discontinue negotiations with that Tenderer, re-enter negotiations or parallel negotiations with other Tenderers (including or excluding the successful Tenderer), and exercise any other right the Department has under this RFT, at law or otherwise.

1.4. Alternative Solutions

- 1.4.1. Tenderers may submit an alternative solution that does not comply with the requirements of the RFT. Any alternative solution is to be submitted in accordance with this clause 1.4. Any alternative solutions submitted must be in the same form as the RFT Response Form, so as to enable evaluation by the Department.
- 1.4.2. If an alternative solution is proposed, the Tenderer should:
- a) also submit a tender that addresses the requirements of the RFT;
 - b) separately identify, in detail, the proposed alternative approach or solution;
 - c) justify the proposed alternative approach or solution with explicit reasons;
 - d) demonstrate that the alternative approach or solution is more beneficial than the requirements specified in this RFT; and
 - e) explain the financial impact (specifically including the impact on cost) and any other consequences (including for timeframes and risk) of the proposed alternative approach or solution relative to the conforming approach.

1.5. Debriefing of Tenderers

- 1.5.1. The Department will, on request, arrange for a debriefing of all Tenderers.

1.6. Security, Probity and Financial Checks

- 1.6.1. The Department may perform such security, probity and financial investigations and procedures as the Department may determine are necessary in relation to any Tenderer, its employees, officers, partners, associates, subcontractors or related entities including consortium members and their officers, employees and subcontractors.
- 1.6.2. A tender may be rejected by the Department if the Tenderer does not provide, at its cost, all reasonable assistance to the Department in this regard.

1.7. Complaints

- 1.7.1. If a Tenderer has a complaint concerning this RFT or the Department's management of any aspect of this procurement process, the Tenderer may notify the Complaints Officer in writing of the existence of such a complaint. The written notice must also provide details of the complaint.
- 1.7.2. The Complaints Officer will acknowledge receipt of the complaint in writing. The complaint will then be reviewed by a senior officer of the Department who is and has been independent of the RFT process and the Tenderer will be notified of the outcome.
- 1.7.3. This RFT is a covered procurement for the purposes of the *Commonwealth Procurement Rules* and the *Government Procurement (Judicial Review) Act 2018* (Cth), and a Public

Interest Certificate has been issued in respect of this procurement for the purposes of that Act.

Released under FOI Act by DITRDCA

Part B3 Defined terms in this RFT

In this RFT, unless the contrary intention appears:

Airport means the Western Sydney International (Nancy-Bird Walton) Airport;

AusTender means the Commonwealth's business opportunity website, located at www.tenders.gov.au;

Black Economy Procurement Connected Policy means the *Black economy – increasing the integrity of government procurement: Procurement connected policy guidelines March 2019* available at <https://treasury.gov.au/publication/p2019-t369466>.

Closing Time means the time and date specified in Part A1 of this RFT;

Commonwealth means the Commonwealth of Australia;

Complaints Officer is defined in Part A1.

Conditions for Participation means the minimum conditions that potential suppliers must meet in order to participate in the procurement process or for the tender to be considered. The Conditions for Participation (if any) are specified in Part A3 of this RFT;

Confidential Information means information that:

- (i) is by its nature confidential;
- (ii) is properly designated by the disclosing party as confidential; or
- (iii) the receiving party knows or ought to know is confidential,

but does not include information which:

- (iv) is or becomes public knowledge other than by breach of confidentiality obligations; or
- (v) has been independently developed or acquired by the receiving party, not in connection with this RFT, as established by written evidence;

Conflict of Interest means any matter, circumstance, interest, or activity affecting the Tenderer (including the officers, employees, agents and subcontractors of the Tenderer) which may, or may appear to, impair the ability of the Tenderer to provide the Services to the Department diligently and independently including any conflict between the Tenderer's (or the Tenderer's personnel's) obligations to the Department and either the Tenderer's (or the Tenderer's personnel's) obligations to another person or the the Tenderer's (or the Tenderer's personnel's) personal interests; This includes but is not limited to any:

- (i) material interests related to the location of flight paths and any associated impacts;
- (ii) current work the Tenderer or its subcontractors are performing for WSA Co Limited;

- (iii) future work the Tenderer or its subcontractors propose to perform for WSA Co Limited; and
- (iv) relationships the Tenderer, its personnel or its subcontractors have with land owners, local councils or other entities in the Western Sydney region;

Contract means the agreement to be entered into with the successful Tenderer or Tenderers substantially in the form of the Draft Contract as amended from time to time, and any other documents expressly identified as forming part of the Contract;

Department means the Commonwealth of Australia, represented by and acting through the Commonwealth Department of Infrastructure, Transport, Regional Development and Communications;

Draft Contract means the form of agreement set out in Part A4 of this RFT;

Evaluation Criteria means the criteria set out in section 1.1 of Part A3 of this RFT;

Legislation means a provision of a statute or subordinate legislation of the Commonwealth, or of a State, Territory or local authority;

Minimum Content and Format Requirements means the requirements that the tender must meet to be eligible for further consideration in the procurement process. The Minimum Content and Format Requirements (if any) are specified in section 2.3 of Part A3 of this RFT;

Offer Period means the period specified in Part A1 of this RFT;

PAAM means Plan for Aviation Airspace Management as specified in condition 16 of the Airport Plan.

Project Manager means the person set out in Part A1 of this RFT;

Public Interest Certificate has the meaning given to that term in the *Government Procurement (Judicial Review) Act 2018* (Cth);

Relevant Legislation means Legislation in force in any jurisdiction where any part of the Services may be carried out;

RFT means this request for tender, as described in Part A1 of this RFT;

Satisfactory means meets the conditions set out in Part 6.b of the Black Economy Procurement Connected Policy or, if the circumstances in Part 6.c of the Black Economy Procurement Connected Policy apply, the conditions set out in Part 8.b of the Black Economy Procurement Connected Policy;

Services means the goods and/or services, and related requirements, that are being procured by the Department pursuant to this RFT, as described in the Statement of Requirements and the Draft Contract;

Statement of Requirements means the statement of requirements set out in Part A2 of this RFT;

Statement of Tax Record means a statement of tax record issued by the Australian Taxation Office following an application made in accordance with the process set out at [https://www.ato.gov.au/Business/Bus/Statement-of-tax-record/?page=1#Requesting an STR](https://www.ato.gov.au/Business/Bus/Statement-of-tax-record/?page=1#Requesting_an_STR).

Technical Requirements means the weighted sub-criteria specified in Part A3 of this RFT;

Tenderer means a tenderer that is responding or has responded to this RFT;

Tender Box means AusTender, details of which are set out in Part A1 of this RFT; and

Valid means valid in accordance with Part 7.e of the Black Economy Procurement Connected Policy.

Released under FOI Act by DIBP



Australian Government

Department of Infrastructure, Transport,
Regional Development and Communications

REQUEST FOR TENDER

For the provision of an Environmental Assessment Package
for the Preliminary Airspace and Flight Path Design for
Western Sydney International (Nancy-Bird Walton) Airport

RFT No. 10019189

PART C – RESPONSE FORM

Tender	
Full name of Tenderer: [Tenderer to insert details]	
Contact Details:	
Contract Officer (name):	[Tenderer to insert details]
Position:	[Tenderer to insert details]
Phone number:	[Tenderer to insert details]
Email:	[Tenderer to insert details]

Place for Lodgement: <https://www.tenders.gov.au>

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INFORMATION FOR TENDERERS

1. Structure of this RFT

This Request for Tender (**RFT**) is made up of the following Parts:

Part A: RFT Requirements

Part B: RFT Terms and Conditions

(this) **Part C: RFT Response Form**, which consists of:

Part C1 –Tenderer's Details

Part C2 – Response to Statement of Requirements

Part C3 – Tendered Pricing

Part C4 – Contract Compliance Statement

Part C5 – Request to Keep Information Confidential

Part C6 – Modern Slavery Questionnaire

Part C7 – Indigenous Participation Plan

Part C8 – Tenderer's Deed Poll

Before preparing a tender, Tenderers should make sure they have read and understood all Parts of the RFT documentation.

2. Instructions

2.1. Form of response

Tenderers should ensure that their tenders are substantially in the form of this Part C – Response Form.

Tenderers should fully address all requirements set out in this RFT in preparing their tender. Tenderers may delete the 'instructions' from this document upon completion.

Tenderers may attach additional details, tables etc. as an appendix, as appropriate or necessary.

INFORMATION FOR TENDERERS

2.2. Completing this response

Tenderers should complete all information requested in this Response Form. Tenderers should type the information requested in each item in the space provided and generally notated '[insert details]'.

Tenderers should ensure that enough detail is provided for the purposes of the Department's evaluation. Information should be presented clearly and succinctly.

Responses will be evaluated in accordance with Part B2 of this RFT, including the Evaluation Criteria set out in Part A3.

The inclusion of general marketing or other information that does not address the Evaluation Criteria is discouraged.

Tenderers tendering for multiple Streams, should provide one Response Schedule including all information set out in this Part C of the RFT and should provide additional Response Schedules including the following information for each other Stream for which they are tendering:

Part C1 – section 2 – Subcontractor Details

Part C1 – section 3 – Conditions for Participation

Part C1 – section 6 – Insurance

Part C1 – section 8 – Response to Evaluation Criteria

Part C1 – section 9 – Key Performance Indicators

Part C2 – Response to Statement of Requirements

Part C3 – Tendered Pricing

The Response Schedules should not exceed 30 pages for each Stream.

2.3. Mandatory Requirements

Tenderers must satisfy all the Conditions for Participation and tenders must meet all Minimum Content and Format Requirements specified in Part A of this RFT.

Part C1 Tenderer's Details

1. Tenderer's Details

Tenderers should provide company, firm and/or business names as appropriate. Include ABN, ACN, ARBN, or other registration numbers wherever applicable:

Table: Tenderer Details:	
Tenderer's legal name	[insert name]
Stream for which Tenderer is responding	[insert Stream]
Trading or business name/s (if different to above)	[insert details]
ABN	[insert details]
ACN / ARBN / other	[insert details]
Type of entity (e.g. company, incorporated association, natural person)	[insert details]
Registered office / principal place of business	[insert details]
If a company, names and ABN/ACN (if applicable) of: <ul style="list-style-type: none"> individual shareholders holding 20 per cent or more of any issued share capital; and any related companies (within the meaning of section 50 of the <i>Corporations Act 2001</i> (Cth)) 	[insert details]
If a trustee, provide details of the relevant trust including a copy of the relevant trust deed (including any variations to that deed)	[insert details]
If a partnership, provide details of the relevant partnership including a copy of the relevant partnership agreement	[insert details]

Table: Tenderer Details:

If other entity, provide details

[insert details]

2. Subcontractor Details (if applicable)

Tenderers should provide details of any proposed subcontracting arrangements.

Table: Subcontractor Details

Provide details of subcontractor(s) proposed to deliver part of the requirements including:

1. legal name and ABN,
2. details of arrangements between the Tenderer and each subcontractor, in particular:
 - a. whether the subcontractor is/will be a 'first-tier' subcontractor;
 - b. the part of the requirements proposed to be delivered by the subcontractor; and
 - c. the estimated subcontract value (less or greater than \$4 million GST inclusive)

[insert details]

3. Conditions for Participation

The Tenderer confirms that it meets the following Conditions for Participation:

Table: Conditions for Participation

Note to tenderers: Tenderers should apply for a Statement of Tax Record and should ensure that their subcontractors apply for a Statement of Tax Record within sufficient time to meet this requirement.

1. The tender must include:

- a. a Valid and Satisfactory Statement of Tax Record for the Tenderer; or

[Yes/No]

Table: Conditions for Participation

<p>b. a receipt demonstrating that a Statement of Tax Record has been requested from the Australian Taxation Office for the Tenderer and the Tenderer must then provide a Valid and Satisfactory Statement of Tax Record within four (4) business days from the Closing Time; and</p> <p>c. a Valid and Satisfactory Statement of Tax Record for any first tier subcontractor(s) that the tenderer proposes as part of its tender, if the value being proposed for the subcontractor(s) exceeds \$4.0 million (GST incl.).</p>	
--	--

4. Minimum Content and Format Requirements

The Tenderer confirms that its tender meets the following Minimum Content and Format Requirements:

Table: Minimum Content and Format Requirements

The tender is written in English and measurements expressed in Australian legal units of measurement.	[Yes/No]
The tender includes an Indigenous Participation Plan substantially in the required form.	[Yes/No]
This tender includes a signed Tenderer's Deed Poll substantially in the form of <u>Part C8</u> .	[Yes/No]

5. Conflict of Interest

The Tenderer should provide a statement regarding any issues that it reasonably considers may give rise to a Conflict of Interest in the provision of the required Services (see definition of 'Conflict of Interest' in Part B3 of this RFT). Any actions or arrangements that the Tenderer proposes to undertake in response to these issues should also be detailed in this part. Please note that clarification may be sought by the Department at any time as part of this RFT process.

Table: Conflicts of Interest

[insert details of Conflicts of Interest]	[insert details of proposed response or mitigations]
---	--

6. Insurance

Tenderers should provide details of insurance cover held and/or proposed to be held in respect of the provision of the Services and copies of relevant certificates of currency.. Such details should include, but need not be limited to:

- (a) types of insurance coverage held;
- (b) details of any blanket policy held;
- (c) amount of cover provided in policy (including cover in aggregate or per claim); and
- (d) any exclusions or limitations.

The Draft Contract describes the Department's expectations in regard to the type and amount of insurance cover for the proposed Services.

Table: Insurance Details

[name of policy]	[insert details]
[name of policy]	[insert details]

7. Financial Information

Tenderers should provide financial information relating to their tender in the form of the tables set out on the next page.

The Department, or any third party authorised by the Department, may perform such security, probity and financial investigations and procedures as the Department may determine are necessary in relation to any Tenderer, its employees, officers, partners, associates, subcontractors or related entities. Tenderers may be required to provide access to records requested by the Department or its third party representative/s in order to facilitate the necessary financial investigations.

Tenderers should provide the following information (as applicable) relating to their tender.

Part C2 Response to Statement of Requirements

Table: Financial and related information

Is the Tenderer subject to any petitions, claims, actions, judgments, or decisions, etc. which is likely to adversely affect its performance of the contract? (if yes, provide details)	[Yes/No]
The Tenderer is: [delete non-applicable types]	Sole Trader Partnership Incorporated Association Company (specify type) Trust Government.
The Tenderer has been in business for: [delete non-applicable periods]	Less than 12-months 1–2 years 2–4 years 4–6 years 6–8 years longer than eight (8) years.

1. Response to Evaluation Criteria

Tenderers should provide the following information.

Table: of Evaluation Criteria

1. The extent to which the tender demonstrates relevant recent experience of the Tenderer and proposed team members in areas relevant to the delivery of Services (capacity & capability).

a) Please provide a description of:

Table: of Evaluation Criteria

- i. environmental assessment services for other similar major infrastructure, multi-disciplinary projects and airport-related developments your organisation and team have been involved with; and
- ii. the role of the Tenderer and how it contributed to the successful completion of the project(s), including:
 - the total cost of the project (e.g. capital cost);
 - project duration; and
 - your organisation's contribution to the success of the project.

[insert details]

- (b) Please provide a current CV not exceeding three A4 pages for each of the key team members of your proposed team, including details of security clearances, relevant qualifications, skills and experience.

[insert details]

- 2. The extent to which the tender describes a methodology and approach** that meets the requirements of the project set out in the Scope of Services (Part A5 to this RFT) including the factors set out in the Description of the Action at Part 7 of the Scope of Services.

[insert details]

- (a) Please provide a draft of a high-level project plan that identifies critical path activities and estimated business days to achieve each milestone (Gantt chart format).

Table: of Evaluation Criteria

[insert details]

- (b) Please identify any key performance indicators necessary to deliver the project on time and within scope and budget.

[insert details]

- (c) Please identify any additional project risks and proposed mitigation measures to address those risks.

[insert details]

3. Pricing

See Part C3.

4. Environmental sustainability

The extent to which the Tenderer's proposed approach to delivering the Services is environmentally sustainable.

Table: of Evaluation Criteria

[insert details]

5. The extent to which the tender demonstrates economic benefit to the Australian economy.

Tenderers may wish to address the following issues to their tender:

- a) direct and indirect employment in Australia, including details by region and sector;
- b) investment in property, equipment and other infrastructure;
- c) skills and training, including apprenticeships and other structured training;
- d) small and medium sized enterprises and subcontractors to be involved in delivering the Services, including details of linkages that will be established to global supply chains;
- e) research and development activities;
- f) technology or skills transfer to Australian businesses;
- g) value of inputs from suppliers based in Australia compared with overseas;
- h) value of labour costs (including from subcontractors and other suppliers) based in Australia compared with overseas; and

contribution to social and community outcomes.

[insert details]

6. Indigenous Procurement Policy

The extent to which the tender demonstrates commitment in relation to increasing Indigenous participation, including, where relevant by having regard to the Tenderer's past compliance with the mandatory minimum requirements of the Indigenous Procurement Policy and the extent to which the Tenderer's proposed Indigenous Participation Plan will meet the mandatory minimum requirements.

A Tenderer that has no past experience with any mandatory minimum requirements will not be disadvantaged by this alone. The Department will also consider other actions which the Tenderer

Table: of Evaluation Criteria

has taken in the past to increase Indigenous participation (provided that these are set out or referenced in this part of the Tender Response Tables and the Tenderer's proposed Indigenous Participation Plan substantially in the form set out in [Part C7](#)).

- 7. Risk presented to the Department** including the Tenderer's degree of compliance with the Draft Contract and any actual or perceived Conflict of Interest (see definition of 'Conflict of Interest' in Part B3 of this RFT)

[insert details]

Tenderers must submit a Contract Compliance Statement substantially in accordance with [Part C4](#).

2. Referees' Details

Tenderers should provide contact details for at least two referees for similar, recent projects.

Table: Referees' Details:**Referee 1**

Referee's name	[insert name]
Referee's position or title	[insert details]
Name of referee's organisation	[insert details]
Referee's telephone number	[insert details]
Referee's email address	[insert details]

Referee 2

Referee's name	[insert name]
Referee's position or title	[insert details]
Name of referee's organisation	[insert details]

Table: Referees' Details:**Referee 1**

Referee's telephone number	[insert details]
Referee's email address	[insert details]

3. Key Performance Indicators

Each Stream will have its own key performance indicators, as outlined in the Scope of Services attached to this RFT as Part A5.

Tenderers may suggest alternative or additional KPIs.

Table: Key Performance Indicators

Service					
Outcomes					
Basis of Measurement	KPI	How to measure KPI	Form of report	When to measure	Who to measure

Part C3 Tendered Pricing

Tenderers should complete the following information, which should be read in conjunction with Part A5 Scope of Services

Pricing

Provide a maximum capped price for delivery of the Services, including all:

- a) direct costs (deliverables based); and
- b) incidental and indirect costs (travel, accommodation, etc.).

Tenders may include any available discounts for the Department.

- c) Tenderers are required to provide a maximum capped price for the provision of the Services inclusive of a cost breakdown according to:
 - i. the components of the Services required to achieve the relevant milestones;
 - ii. an estimate of the number of days to be committed by nominated personnel to achieve the milestones;
 - iii. daily rates for individual members of the Tenderer's team; and
 - iv. the estimated daily fee for the Tenderer's team as a whole.

Tenderers should note that the Department will cap all travel, accommodation and expenses at the rates applicable to the Department's non-SES personnel.

Prices not in Australian dollars may be converted to Australian dollars as at the Closing Time for the purposes of evaluation only.

All prices must be inclusive of GST and all other taxes, duties (including any customs duties) and any government charges imposed or levied in Australia or overseas.

The table below provides an overview of the anticipated milestones and indicative completion dates for **Stream 1**.

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Part C4 Contract Compliance Statement

1. Compliance Statement

Tenderers should refer to the Draft Contract at Part A4 of this RFT.

Tenderers should state their compliance or otherwise with the Draft Contract.

The table format below should be used in completing this Compliance Statement:

Table: Contract Compliance Statement		
Clause, schedule or attachment reference	Nature of Compliance	Explanation of partial or non compliance

2. Instructions

Tenderers should note that the extent of non-compliance will be a factor in the evaluation process. Any additional cost or risk that compliance with those variations or additions will impose on the Department may be taken into consideration in evaluation.

In completing this Compliance Statement, the items should be in the order in which the clauses appear in the Draft Contract, and refer to the relevant clause number, Schedule or Attachment. Compliance responses should be limited to the following expressions:

"Compliant" - which means:

- (i) in the case of a clause which is of an informative nature only, the clause has been read and understood;

- (ii) in the case of a clause which imposes a contractual condition, that the condition is agreed; and
- (iii) in the case of a clause which directs that an action be taken, that this has occurred/will occur.

If the Tenderer marks a clause as "Compliant", no negotiation of that item will be entered into by the Department if the Tenderer becomes a preferred Tenderer.

"Partially Compliant" - which means in the case of a clause which imposes a contractual condition, that the Tenderer can meet the condition subject to certain qualifications.

"Not Compliant" - which means:

- (i) in the case of a clause which imposes a contractual condition, that the Tenderer does not agree with that condition; and
- (ii) in the case of a clause which directs that an action be taken, that this has not occurred/will not occur.

Where a Tenderer states that it is "partially compliant" or "not compliant" with a clause, the extent of non compliance should be stated in full in the Compliance Statement. In this case, the Tenderer should:

- provide specific reasons for non-compliance with the clause;
- provide a specific proposal for alternative wording for the clause; and
- if appropriate, the additional cost or other steps that can be taken to become compliant.

Non-committal terms such as "Noted" or a failure to respond may be deemed as a response of "Compliant" and no negotiation of that item will be entered into by the Department if the Tenderer becomes a preferred Tenderer.

When completing the Compliance Statement, the Tenderer may group clauses where the response is the same for each of those clauses. For example "Clauses 2.1 to 2.6 – Compliant".

Part C5 Request to Keep Information Confidential

a) Information contained in the Tenderer's tender:

Item	Period of Confidentiality	Reason why it is necessary to keep information confidential

b) Information contained in the Contract:

Item	Period of Confidentiality	Reason why it is necessary to keep information confidential

c) Information obtained or generated in performing the Contract:

Item	Period of Confidentiality	Reason why it is necessary to keep information confidential

Part C6 Modern Slavery Questionnaire

Please refer to RFT Part B Clause 4.14 for further information on this policy.

The Tenderer should provide the following information:

What is the Tenderer's Annual Consolidated Revenue for 2019-20	[insert value]
Is this greater than or equal to AUD\$100 million.	[Yes/No]
If yes, was a 2019-20 Modern Slavery Annual Statement prepared and submitted by 31 December 2020.	[Yes/No/Not Applicable]
The Tenderer declares that the <i>Modern Slavery Act 2018</i> (Cth) provisions [Do/Do Not] apply to this tender.	

Tenderers should provide copies of the following information (if applicable).

Copy of 2019-20 Modern Slavery Annual Statement	[Yes/No]
Completed Modern Slavery Questionnaire - To be provided and completed only if required.	[Yes/No/Not Applicable]

Part C7 Indigenous Participation Plan

The Tenderer's Indigenous Participation Plan should be substantially in the form set out in this Part C7 and, in particular, should address:

- a) how the Tenderer intends to meet the mandatory minimum requirements for the Indigenous Procurement Policy;
- b) the Tenderer's current rate of Indigenous employment and supplier use;
- c) the Tenderer's commitment to Indigenous participation. Some examples of the activities an organisation can take to demonstrate its commitment to Indigenous participation are set out in paragraph 4.7.1 of the Indigenous Procurement Policy; and
- d) if any part of the Contract will be delivered in a Remote Area, how the Tenderer will ensure that its provision of the Services will deliver significant Indigenous employment or supplier use outcomes in that Remote Area.

The mandatory minimum requirements can be met at:

- a) the contract-based level (see below); or
- b) the organisation-based level (see below).

To meet the mandatory minimum requirements at the contract-based level, by the end of the Initial Period of the Contract:

- a) at least 4 per cent of the full time equivalent Australian-based workforce deployed on the contracted project must be Indigenous Australians, on average over the initial Period of the Contract; or
- b) at least 4 per cent of the value of the work performed under the Contract must be subcontracted to Indigenous enterprises, on average over the Initial Period of the Contract; or
- c) a minimum percentage of the full time equivalent Australian-based workforce deployed on the contracted project must be Indigenous Australians, and a minimum percentage of the value of the work performed under the Contract must be subcontracted to Indigenous enterprises, so that both minimum percentages add up to 4 per cent, on average over the Initial Period of the Contract.

To meet the mandatory minimum requirements at the organisation-based level, by the end of the Initial Period of the Contract:

- a) at least 3 per cent of the full time equivalent Australian-based workforce of the successful Tenderer must be Indigenous Australians, on average over the Initial Period of the Contract; or
- b) at least 3 per cent of the value of the successful Tenderer's Australian supply chain must be subcontracted to Indigenous enterprises, on average over the Initial Period of the Contract; or
- c) a minimum percentage of the full time equivalent Australian-based workforce must be Indigenous Australians, and a minimum percentage of the value of the successful Tenderer's supply chain must be subcontracted to Indigenous enterprises, such that both minimum percentages add up to 3 per cent on average over the Initial Period of the Contract.

The mandatory minimum requirements can be met directly or through subcontracts.

The successful Tenderer's Indigenous Participation Plan will be attached to the Contract, and the successful Tenderer will be required to comply with and report against the Indigenous Participation Plan during the term of the Contract.

Form of Indigenous Procurement Plan

[INSERT NAME OF TENDERER]

1. This is an Indigenous Participation Plan submitted as part of the tender in response to RFT No. 10019189 (RFT).
2. If selected as the successful Tenderer following evaluation of tenders received in response to the RFT, [TENDERER] will meet the mandatory minimum requirements on and from 1 July 2016 for the purposes of the Indigenous Procurement Policy.
 - a) at the contract-based level, in which regard at least:
 - i. [INSERT] percentage of [TENDERER'S] full time equivalent Australian-bases workforce deployment on the Contract must be Indigenous Australians over the Initial Period; and
 - ii. [INSERT] percentage of the value of the work performed under the Contract will subcontracted to Indigenous enterprises over the Initial Period; or
 - b) at the organisation-based level, in which regards at least:
 - i. [INSERT] percentage of [TENDERER'S] full time equivalent Australian-based workforce will be Indigenous Australians over the Initial Period; and

- ii. **[INSERT]** percentage of the value of the **[TENDERER'S]** Australian supply chain will be subcontracted to Indigenous enterprises over the Initial Period.

[NOTE TO TENDERERS: Select which option(s) apply based on the requirements set out in the Note to Tenderers in the tender Response Tables.]

3. To meet the mandatory minimum requirements on and from 1 July 2016 for the purposes of the Indigenous Procurement Policy, **[TENDERER]** will undertake the following **[NOTE TO TENDERERS:** *Tenderer to insert details of how it will meet the mandatory minimum requirements (which may include details of its current workforce/supply chain) at either/both the contract/organisation level and how it will go about meeting the requisite percentages to meet the mandatory minimum requirements. Tenderers should note that the mandatory minimum requirements are averages over the Initial Term of any resultant Contract, and will accordingly need to detail their approach to achieving the specified targets over the Initial Period*]:
 - a) **[INSERT]**
4. **[TENDERER'S]** rate of Indigenous employment and supplier use as at the Closing Time is:
 - a) **[INSERT]**
5. **[TENDERER]** demonstrates its commitment to Indigenous participation as follows:
 - a) **[INSERT]**
6. **[TENDERER]** will meet the mandatory minimum requirements directly or through subcontracts as follows **[Note to Tenderers:** *The Tenderer must detail its approach to meeting the mandatory minimum requirements directly or through subcontracts.*]
 - a) **[INSERT]**

[Note to Tenderers: *Include the following where a component of the Contract will be delivered in a Remote Area*]

Remote Area Contracts

7. A component of the Contract will be delivered in a Remote Area. **[TENDERER]** proposes to ensure the Contract will deliver a significant Indigenous employment or Indigenous supplier use outcome in that Remote Area as follows:
 - b) **[INSERT]**

Part C8 Tenderer's Deed Poll

Date:	
Name of Tenderer:	[insert full name]
ABN / ACN:	[insert ABN & ACN(if applicable)]

("Tenderer")

Offer to provide Services

1. The Tenderer offers to provide the Services described in the Request for Tender No. 10019189 ("**RFT**") issued by the Commonwealth Department of Infrastructure, Transport, Regional Development and Communications ("**Department**"), at the fees and charges tendered in its tender and subject to the terms and conditions of the RFT.
2. The Tenderer confirms that:
 - (a) it has the capacity to offer the Services as described in its tender and there is no restriction under any relevant law to prevent it from making such an offer;
 - (b) it has sufficient financial resources to deliver the Services, including in respect of any guarantees or warranties related to the delivery of those Services;
 - (c) there are no current or impending legal actions (either formal proceedings or notification of legal action) which the Tenderer is aware that could impact on the financial viability of the Tenderer or the delivery of the Services; and
 - (d) it complies with all Conditions for Participation set out in this RFT.

Conflict of Interest

3. The Tenderer confirms that, at the time of submitting its tender, the Tenderer has made reasonable enquiries and is not aware of any Conflict of Interest, other than those disclosed in its tender (in Part C1), that exists or may arise in the provision of the Services should the Tenderer be successful as a result of this RFT process.

Offer Period

4. The Tenderer confirms that the Tenderer's offer, as comprised in its tender, remains open for the Offer Period.
5. The Tenderer confirms that the Tenderer will notify the Department of relevant details if there is any 'material change' in the Tenderer or the tender after lodgement of this tender, as required under this RFT.

Compilation of tender

6. The Tenderer confirms that the Tenderer's tender has been compiled without the improper assistance of employees or former employees of the Department and without the use of illegally obtained information.
7. The Tenderer confirms that neither the Tenderer, nor any of its officers or employees, or as far as it is aware any of its agents, subcontractors and/or proposed consortium members (if any), has attempted to, or will attempt to, improperly influence an officer of the Commonwealth in connection with the preparation or assessment of this tender.

Judicial decisions

8. The Tenderer represents that it does not have a judicial decision against it (apart from a decision under appeal) or any resulting order relating to employee entitlements (not including decisions under appeal) in respect of which the Tenderer has not paid the claim.

Workplace Gender Equality Act 2012 (Cth)

9. Under Australian Government procurement policy, the Tenderer is obliged to indicate whether or not it is covered by the *Workplace Gender Equality Act 2012 (Cth)* (the WGE Act). The Tenderer is covered by the WGE Act if it is a 'relevant employer', defined as being a non-public sector employer (including higher education institutions, trade unions and not-for-profit organisations) of 100 or more employees in Australia.

For information about the coverage of the WGE Act, contact the Workplace Gender Equality Agency on (02) 9432 7000.

The Tenderer confirms:

- ☐ Yes, I am a relevant employer. I have attached a current letter of compliance as part of this submission which indicates my compliance with the *Workplace Gender Equality Act 2012*.

- ☐ Yes, I am a relevant employer. I will be providing a current letter of compliance prior to contract.
- ☐ No, I am not a relevant employer.

Modern Slavery

9. Tenderers must indicate whether or not the organisation is a 'reporting entity' under the Modern Slavery Act and, if applicable, provide evidence of its compliance with the reporting requirements, if requested to do so, prior to entering into any resulting Contract, or on the first due date of a modern slavery statement.

The Tenderer confirms:

- ☐ Yes, I am a reporting entity for the purposes of the *Modern Slavery Act 2018*
- ☐ Yes, I will be providing evidence of compliance to the reporting requirements prior to contract, if requested to do so.

False or misleading statements

- 10 The Tenderer confirms that it is aware that giving false or misleading information is a serious offence, pursuant to section 137.1 of the *Criminal Code Act 1995* (Cth).

- ☐ Yes
- ☐ No

Compliance with Australian standards

11. The Tenderer confirms that it is able to meet any Australian standards applicable to the Services.

- ☐ Yes
- ☐ No

Black Economy Procurement Connected Policy

13. The Tenderer confirms that if it is a successful Tenderer, it will ensure any first tier subcontractor not included in its tender, that it subsequently engaged to deliver goods or services with an estimated value of over \$4 million (GST inclusive), provides it with a Satisfactory Statement of Tax Record that is Valid at the time of entry into the subcontract.

14. The Tenderer confirms that, if it is a successful Tenderer and its Satisfactory Statement of Tax Record is, or will be no longer Valid at the time any Contract will be entered into with the Department, it will, if requested by the Department, provide the Department with a renewed Valid and Satisfactory Statement of Tax Record prior to the Contract being entered into.
15. The Tenderer confirms that, if it is a successful Tenderer, it will:
 - a. hold a Valid and Satisfactory Statement of Tax Record for the duration of any Contract entered into with the Department and, on request by the Department, provide to the Department a copy of any such Statement of Tax Record;
 - b. ensure that any first tier subcontractor it engages to deliver goods or services with an estimated value of over \$4 million (GST inclusive) holds a Valid and Satisfactory Statement of Tax Record for the duration of any subcontract in relation to those goods or services; and
 - c. retain a copy of all Statements of Tax Record held by any first tier subcontractor in accordance with clause 15.b and, on request by the Department, provide to the Department a copy of any such Statements of Tax Record.
16. The Tenderer acknowledges that if it is a successful Tenderer and it does not comply with the requirements outlined in clause 15.a, that it will be a breach of the Contract.

Indigenous Procurement

17. The Tenderer declares that it [Tenderer to strike out whatever option does not apply]
 - a. has been a party to a Commonwealth contract that includes mandatory minimum requirements under the Indigenous Procurement Policy and its level of compliance is:.....[Tenderer to insert details]
 - a. has not been a party to a Commonwealth contract that includes mandatory minimum requirements under the Indigenous Procurement Policy.
18. The Tenderer declares the Indigenous enterprises referred to in the Indigenous Participation Plan submitted as part of its tender are 50 per cent or more Indigenous owned.

Confidentiality

19. The Tenderer confirms that it will not, and that it will ensure that its employees, agents or subcontractors do not, either directly or indirectly record, divulge or communicate to any person any confidential information concerning the affairs of the Department, the Commonwealth or any third party acquired or obtained in the course of preparing a tender, or any documents, data or information provided by the Department and which the Department indicates to Tenderers is confidential or which the Tenderer knows or ought reasonably to know is confidential.

Ethical Dealing

20. The Tenderer confirms that its tender has been compiled without the improper assistance of any current or former Department officer, employee, contractor or agent and without the use of information obtained unlawfully or in breach of an obligation of confidentiality to the Department.
21. The Tenderer confirms that it has not:
- a) engaged in misleading or deceptive conduct in relation to its tender or the RFT process;
 - b) engaged in any collusive tendering, anti-competitive conduct, or any other unlawful or unethical conduct with any other Tenderer, or any other person in connection with the preparation of their tender or the RFT process;
 - c) attempted to solicit information from or influence improperly any current or former officer, employee, contractor or agent of the Department, or violate any applicable laws or Commonwealth policies regarding the offering of inducements in connection with the RFT process; or
 - d) otherwise acted in an unethical or improper manner or contrary to any law.

Payment Times Procurement Connected Policy

- 22 Identify by ticking the relevant box below whether the Tenderer is a 'Reporting Entity' for the purposes of the Payment Times Procurement Connected Policy.

[Note: 'Reporting Entity' has the meaning given in the *Payment Times Reporting Act 2020 (Cth)*.]

- ☐ The Tenderer is a Reporting Entity
- ☐ The Tenderer is not a Reporting Entity.

This Deed Poll is governed by and is to be construed in accordance with the laws in force in the Australian Capital Territory.

SIGNED, SEALED AND DELIVERED AS A DEED POLL for the benefit of the Commonwealth of Australia acting through the Department.

Signature of authorised officer of the Tenderer*:

Full name of authorised officer of the Tenderer:

Signature of Witness:

Full name of Witness:	
Date:	

**By signing, the authorised officer warrants that they are legally authorised to sign this document on behalf of the Tenderer described in this Deed Poll.*

Released under FOI Act by DITRDCA

Part C1: Tenderer's details

1 Tenderer's details

Table: Tenderer Details:	
Tenderer's legal name	WSP Australia Pty Limited
Stream for which Tenderer is responding	Stream 1: Environmental Assessment Documentation
Trading or business name/s (if different to above)	WSP
ABN	80 078 004 798
ACN / ARBN / other	078 004 798
Type of entity (e.g. company, incorporated association, natural person)	Proprietary limited company
Registered office / principal place of business	Level 27, 680 George Street, Sydney NSW 2000
If a company, names and ABN/ACN (if applicable) of: <ul style="list-style-type: none"> individual shareholders holding 20 per cent or more of any issued share capital; and any related companies (within the meaning of section 50 of the <i>Corporations Act 2001</i> (Cth)) 	N/A
If a trustee, provide details of the relevant trust including a copy of the relevant trust deed (including any variations to that deed)	N/A
If a partnership, provide details of the relevant partnership including a copy of the relevant partnership agreement	N/A
If other entity, provide details	N/A

2 Subcontractor details (if applicable)

Table: Subcontractor Details	
Provide details of subcontractor(s) proposed to deliver part of the requirements including:	Legal Name Airbiz Aviation Strategies Pty Ltd, ABN 38 111 653 117 First Tier subcontractor Yes Subcontract value greater than \$4 million No
1. legal name and ABN,	
2. details of arrangements between the Tenderer and each subcontractor, in particular:	Legal Name Avisure, ABN 26 131 545 054 – Biodiversity First Tier subcontractor Yes Subcontract value greater than \$4 million No
a. whether the subcontractor is/will be a 'first-tier' subcontractor;	Legal Name Eddowes Aviation Safety Limited, registered in England and Wales no 08025727 – Hazard & Risks First Tier subcontractor Yes Subcontract value greater than \$4 million No
b. the part of the requirements proposed to be delivered by the subcontractor; and	
c. the estimated subcontract value (less or greater than \$4 million GST inclusive)	Legal Name IRIS Australia Pty Ltd ABN 72 166 862 157 - Landscape and Visual First Tier subcontractor Yes Subcontract value greater than \$4 million No
	Legal Name Hill PDA ABN 52 003 963 755 First Tier subcontractor Yes Subcontract value greater than \$4 million No
	Legal Name Todoroski Air Sciences ABN 74 955 076 914 – Air Quality First Tier subcontractor Yes Subcontract value greater than \$4 million No
	Legal Name Environmental Risk Sciences Pty Ltd, trading as EnRiskS, ABN 64 615 040 769 – Health Impact Assessment First Tier subcontractor Yes Subcontract value greater than \$4 million No