



Australian Government
Department of Defence
Security and Estate Group

Defence Infrastructure Panel - Environment, Heritage and Estate Engineering 2020 - 2025 Request for Proposal - General

This Request for Proposal (**RFP**) is issued by the Commonwealth in accordance with the Panel Agreement for the Defence Infrastructure Panel - Environment, Heritage and Estate Engineering 2020 - 2025 (**Panel**). The Panel Consultant is requested to provide a proposal for the performance of the Services described in the Brief in connection with the Project. The Commonwealth's requirements for the RFP are set out below.

If this RFP has been issued to you via email, the Commonwealth requests that you reply to the email to confirm receipt.

REQUEST FOR PROPOSAL												
1	AZ Number / Project Identifier Number:	<u>AZ6492.</u>										
2	Project Name:	Environmental Baseline Contamination Assessment – Osborne										
3	Service Category:	Contamination Management										
4	Terms of Engagement:	The Terms of Engagement in Section 4A of the Panel Agreement										
5	Panel Consultant:	AECOM Australia Pty Ltd										
6	Panel Consultant Contact Details:	s47F @aecom.com s47F @aecom.com										
7	Closing Date and Time:	Responses must be received by 1700, 03 July 2023 (Australian Eastern Standard Time) Please ensure that submissions are sent with sufficient time to account for any reasonable delays between sending and receiving.										
8	Services Required:	As set out in the Statement of Work attached at Annexure A to the RFP.										
9	Proposal Lodgement Process:	Your proposal must be lodged via email to taskforce.infrastructure@defence.gov.au You must direct all questions related to the RFP or the RFP process to the Contact Officer under item 30.										
10	Evaluation Criteria:	<table border="1" style="width: 100%;"> <thead> <tr> <th style="text-align: center;">Ref</th> <th style="text-align: center;">Evaluation Criteria</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>The Consultant’s approach to planning, coordinating and performing the required Phases as outlined in the Consultants proposed Project Plan (as described under paragraph 5 of Annexure A – Statement of Work).</td> </tr> <tr> <td style="text-align: center;">2</td> <td>The capability and experience of the Consultant in undertaking similar scopes of work.</td> </tr> <tr> <td style="text-align: center;">3</td> <td>The capacity of the Consultant to undertake the proposed work as outlined in their Project Plan in the stated timeframe.</td> </tr> <tr> <td style="text-align: center;">4</td> <td>The Consultant’s proposed pricing and pricing structure.</td> </tr> </tbody> </table>	Ref	Evaluation Criteria	1	The Consultant’s approach to planning, coordinating and performing the required Phases as outlined in the Consultants proposed Project Plan (as described under paragraph 5 of Annexure A – Statement of Work).	2	The capability and experience of the Consultant in undertaking similar scopes of work.	3	The capacity of the Consultant to undertake the proposed work as outlined in their Project Plan in the stated timeframe.	4	The Consultant’s proposed pricing and pricing structure.
Ref	Evaluation Criteria											
1	The Consultant’s approach to planning, coordinating and performing the required Phases as outlined in the Consultants proposed Project Plan (as described under paragraph 5 of Annexure A – Statement of Work).											
2	The capability and experience of the Consultant in undertaking similar scopes of work.											
3	The capacity of the Consultant to undertake the proposed work as outlined in their Project Plan in the stated timeframe.											
4	The Consultant’s proposed pricing and pricing structure.											

11	Conforming Proposal Requirements:	<ol style="list-style-type: none"> 1. Lodge your proposal in accordance with the proposal lodgement process set out in item 9 by the Closing Date and Time Keep your proposal valid for 90 days 2. Lodge a proposal which accepts (without departure, qualification, amendment, limitation or exclusion) the Contract 3. Lodge with your proposal a signed and executed Confidentiality Deed at Attachment C 4. <i>Not used</i>
12	Non-Conforming Proposals:	<p>A proposal that is not lodged in accordance with paragraph 1 of item 11 will be deemed late and will not be evaluated unless the lateness was solely due to Commonwealth mishandling.</p> <p>A proposal that is not lodged in accordance with paragraphs 2 - 4 of item 11 will be non-conforming and will not be evaluated unless the Commonwealth considers (in its absolute discretion) that the non-conformance was an unintentional error and seeks, reviews and accepts a correction to this error.</p> <p>A proposal that does not satisfy a condition for participation specified in paragraph 5 of item 11 will be regarded as non-conforming and will not be evaluated.</p>
13	Security Clearances Required:	<p>An Australian Government Security Clearance to the level of BASELINE is required for the following:</p> <ol style="list-style-type: none"> a) The core project team who will be overseeing the day to day delivery of the Works. b) Subcontract personnel may not require a Security Clearance provided the necessary confidentiality provisions as they relate to this Request for Proposal are maintained. <p>Proposed personnel must clearly state their security clearance level and clearance subject ID on their respective CV. Consideration will be given to uncleared personnel provided evidence of their eligibility to hold a security clearance is provided.</p>
14	Additional Insurance Requirements:	None applicable
15	Other Requirements:	<ol style="list-style-type: none"> 1. Lodge a Project DCAP (refer Annexure B to the RFP) 2. Complete the draft Contract Particulars (refer Annexure D to the RFP) 3. Lodge Annexure C - Fee Schedule and Annexure E - Alternative Proposals (if an Alternative Proposal is being lodged by the Panel Consultant) in separate files with the following incorporated in the file name: <ol style="list-style-type: none"> a. AZ Number / Project Identifier Number b. Project Name c. Panel Consultant's Name <p>[NOTE TO PANEL CONSULTANT: IF THE PANEL CONSULTANT DOES NOT WISH TO SUBMIT AN ALTERNATIVE PROPOSAL THERE IS NO NEED TO SUBMIT A RESPONSE TO ANNEXURE E - ALTERNATIVE PROPOSALS IN A SEPARATE FILE.]</p> 4. Proposals must be limited to 5MB in size and be in either .docx or pdf

		format.
16	Copies:	Provide PDF version or Word version or both.
17	Endorsement / File Naming Convention:	<p>Ensure that the proposal contains files names which incorporate:</p> <ol style="list-style-type: none"> 1. AZ Number/ Project Identifying Number 2. Project Name 3. Panel Consultant's Name 4. References to each part of the Panel Consultant's proposal
18	Approvals:	Without limiting any other right or remedy of the Commonwealth, the Commonwealth may (in its absolute discretion) vary, suspend or, if the Commonwealth believes (in its absolute discretion) that it may do so in accordance with the Commonwealth Procurement Rules, discontinue or terminate the process for seeking and evaluating proposals at any time and for any reason.
19	Industry Briefing:	<i>Not applicable</i>
20	Addenda:	<p>The Commonwealth may (in its absolute discretion) amend this RFP at any time prior to the Closing Date and Time in the form of a written addendum issued to all Panel Consultants. No explanation or interpretation of the RFP may be relied upon unless it is given in the form of an addendum.</p> <p>All addenda will be issued by email.</p>
21	Information Documents:	<p>The Commonwealth may (in its absolute discretion) issue a document expressly stated to be an "Information Document" at any time prior to the Closing Date and Time. Information issued as an Information Document is for the Panel Consultant's information only and will not become part of the RFP or form part of the Contract. In lodging a proposal, the Panel Consultant acknowledges and agrees that it did not rely upon Information Documents in lodging its proposal or entry into any contract for the Services.</p> <p>All Information Documents will be issued by email.</p>
22	Joint Bids:	Joint bids are not permitted for this RFP.
23	Procedures after the Closing Date and Time:	<p>At any time after the Closing Date and Time, the Commonwealth may (in its absolute discretion) do one or more of the following from time to time with one or more Panel Consultants:</p> <ol style="list-style-type: none"> 1. Meet with representatives of the Panel Consultant to obtain further information, documents or evidence in relation to, and otherwise clarify, aspects of the Panel Consultant's proposal. 2. Notify the Panel Consultant by email that it is required to provide a presentation on its proposal at a time and location nominated by the Commonwealth in its notice. 3. Require the Panel Consultant to provide the Commonwealth with further information, documents, evidence or clarification in relation to any aspect of the Panel Consultant's proposal or as otherwise described in the RFP. 4. Set aside a proposal, pending negotiations with one or more preferred Panel Consultants. <p>The Panel Consultant must attend and participate in all meetings required by the Commonwealth, and provide all information, documents, evidence or clarifications required by the Commonwealth in accordance with the requirements specified by the</p>

		Commonwealth.
24	Preferred Panel Consultants:	The Commonwealth may (in its absolute discretion) appoint one or more preferred Panel Consultants (including on such terms as it determines) and may seek to negotiate any or all aspects of your proposal (including your Project DCAP, proposed resources and/or proposed Fee Schedule). Any such appointment or negotiations will not confer any rights on you or prevent the Commonwealth from discontinuing negotiations or rejecting your proposal at any time and for any reason in its absolute discretion.
25	Acceptance:	Once lodged, your proposal may be accepted by the Commonwealth by the issue of an Official Order. The Contract entered into for the engagement of Services for the Project will be on the terms set out in clause 2.4 of the Panel Conditions.
26	Alternative Proposals:	<p>The Commonwealth offers you the opportunity to lodge alternative proposals in Annexure E, in pursuit of greater value for money. However, you must lodge a conforming proposal in accordance with item 11 above before an alternative proposal will be considered.</p> <p>The Commonwealth may require the Panel Consultant to provide further information or clarification in relation to any alternative proposal. Any decision by the Commonwealth regarding any alternative proposal will be final.</p>
27	Questions:	<p>The Panel Consultant may submit questions concerning the RFP to the email address in item 30 by at least 7 days prior to the Closing Date and Time. Subject to the Commonwealth Procurement Rules, the Commonwealth is not obliged to respond to such questions.</p> <p>The Panel Consultant may request a question remain confidential on the basis that it and any answer contain commercial-in-confidence information. The Panel Consultant must provide justification for its request. The Commonwealth will review such a request. If the Commonwealth agrees, it will notify the Panel Consultant and any response will not be promulgated to all Panel Consultants. If the Commonwealth does not agree, the Panel Consultant will have the opportunity to withdraw its question. If the Panel Consultant does not withdraw its question, the Commonwealth may promulgate any response to all Panel Consultants.</p>
28	Additional Confidentiality Obligations for this RFP:	<p>The Panel Consultant must not provide to any other person (including any subconsultants) any information in this RFP or provided to the Panel Consultant as part of this RFP process (including Information Documents under item 20) that is marked "Confidential", unless:</p> <ol style="list-style-type: none"> 1. the sole purpose is to allow that person to assist with the development of the Consultant's proposal for the Services; and 2. the Panel Consultant has entered into a confidentiality agreement with that person to protect the confidentiality of the information. <p>Without limiting any other right or remedy of the Commonwealth (under this RFP or the Panel Agreement or otherwise in law or at equity), the Commonwealth may decide not to evaluate or continue to evaluate a proposal if the Commonwealth considers (in its absolute discretion) that the Panel Consultant has failed to comply with the obligations in this item 28.</p>
29	Requests for Information about the RFP or Project:	<p>The Panel Consultant must only direct any request for information about this RFP or the Project to the Contact Officer in accordance with the process in item 27.</p> <p>The Panel Consultant must not approach any other Commonwealth, State or local government entities or representatives, or community stakeholders, to discuss, consult or seek any information regarding this RFP or the Project, without the prior written approval of the Contact Officer.</p>

		<p>The Panel Consultant must submit any request for approval to the Contact Officer in accordance with the process in item 27. The Contact Officer has an absolute discretion to refuse or allow (subject to such conditions as it sees fit) any request for approval.</p> <p>Without limiting any other right or remedy of the Commonwealth (under this RFP or the Panel Agreement or otherwise in law or at equity), the Commonwealth may decide not to evaluate or continue to evaluate a proposal if the Commonwealth considers (in its absolute discretion) that the Panel Consultant has failed to comply with the obligations in this item 29.</p>
30	<p>Contact Officer / Commonwealth Representative:</p>	<p>s22 [REDACTED]</p> <p>Assistant Director – Shipyard Infrastructure</p> <p>Taskforce.infrastructure@defence.gov.au</p>



Australian Government
Department of Defence
Security and Estate Group

Defence Infrastructure Panel - Environment, Heritage and Estate Engineering 2020 - 2025 Draft Official Order - General

This Official Order once executed by the Commonwealth and delivered in accordance with the Panel Agreement for the Defence Infrastructure Panel - Environment, Heritage and Estate Engineering 2020 - 2025 will constitute acceptance by the Commonwealth of the Panel Consultant's offer to supply the Services specified in this Official Order.

The Official Order, the Contract Particulars attached to this Official Order, the Fee Schedule, the Terms of Engagement, the Brief, the Panel Agreement and the Project DCAP together with any documents expressly referred to in the Contract Particulars as being contract documents, as amended to reflect the outcome of negotiations (if any, and as set out in this Official Order), constitute a Contract between the Commonwealth and the Panel Consultant.

AZ Number / Project Identifier Number:	<i>To be completed following selection of successful Panel Consultant</i>		
Terms of Engagement:	Section 4A of the Panel Agreement - Terms of Engagement.		
Project Name:	<i>To be completed following selection of successful Panel Consultant</i>		
Commencement Date for Services:	<i>To be completed following selection of successful Panel Consultant</i>		
Panel Consultant:	<i>To be completed following selection of successful Panel Consultant</i>		
Panel Consultant Contact Details:	<i>To be completed following selection of successful Panel Consultant</i>		
Commonwealth Contact Details:	<i>To be completed following selection of successful Panel Consultant</i>		
Other Requirements:	<i>To be completed following selection of successful Panel Consultant</i>		
Security Clearances Required:	<i>To be completed following selection of successful Panel Consultant</i>		
Additional Insurance Requirements:	<i>To be completed following selection of successful Panel Consultant</i>		
Commercial-in-Confidence Information:	Specific Information	Justification	Period of confidentiality
	<i>To be completed following selection of successful Panel Consultant</i>	<i>To be completed following selection of successful Panel Consultant</i>	<i>To be completed following selection of successful Panel Consultant</i>

Negotiation Outcomes:	<i>To be completed following selection of successful Panel Consultant, and to either set out the result of negotiation outcomes, or refer to a document that does the same</i>
Indigenous Participation Plan:	<i>To be completed following selection of successful Panel Consultant (if applicable, as set out in the Project DCAP), otherwise insert "Not Applicable"</i>
Reimbursable Costs:	<i>Where an Engagement is on a fixed lump sum basis, the default position is to insert "none stated" (refer item 3 of the Fee Schedule and Appendix 2 to the Panel Conditions)</i>
Signature of Commonwealth Authorised Officer:	<i>To be completed following selection of successful Panel Consultant</i>
Date:	<i>To be completed following selection of successful Panel Consultant</i>

Annexure A. Brief –
[See attachment to this Request for Proposal]

ASA FOI 005/23/24
Document 1

Part 3 - Project Specific Special Conditions

NOT USED

Annexure B. Project DCAP

1. Purpose of DCAP

- 1.1 The purpose of the Project DCAP is to clearly demonstrate:
- (a) the Panel Consultant's understanding of what the Commonwealth will require the Panel Consultant to do in respect of all material aspects of the Services; and
 - (b) all aspects of the way in which the Panel Consultant proposes to perform the Services which could distinguish the Panel Consultant's approach from that of other consultants.
- 1.2 The Panel Consultant is requested to ensure its DCAP addresses the requirements for the Services and the Project as set out in Annex A.
- 1.3 Subject to clause 5.8 of the Terms of Engagement, the Project DCAP lodged by the successful Panel Consultant and included in the Official Order issued by the Commonwealth will be contractually binding upon the Panel Consultant.
- 1.4 For the purpose of this Request For Proposal, the DCAP forms the basis of the draft Program Plan to be delivered under Clause 6 of Annex A.

2. Approach to the Services

- 2.1 The Panel Consultant is requested to complete each item below (including any other items as the Panel Consultant considers necessary).

A	The Panel Consultant's appreciation of the tasks involved and proposed methodology for providing the Services
	[PANEL CONSULTANT TO INSERT]
B	The key risks and issues for the Project and the Panel Consultant's approach to managing such risks and issues, including the Panel Consultant's role and responsibilities in the suggested approach
	[PANEL CONSULTANT TO INSERT]
C	The Panel Consultant's proposed approach to cost/budget management in providing the Services
	[PANEL CONSULTANT TO INSERT]
D	The Panel Consultant's proposed approach to programming in providing the Services
	[PANEL CONSULTANT TO INSERT]
E	The Panel Consultant's proposed approach to quality assurance in providing the Services
	[PANEL CONSULTANT TO INSERT]
F	How the Panel Consultant will "value add" to the Project
	[PANEL CONSULTANT TO INSERT]
G	The Panel Consultant's proposed Plan to undertake the Works as detailed in Clause 6 of Annex A.
	[PANELCONSULTANT TO INSERT]
H	Other matters identified by the Panel Consultant
	[PANEL CONSULTANT TO INSERT]

3. Minimum Resource Schedule

[PANEL CONSULTANT TO INCLUDE A MINIMUM RESOURCE SCHEDULE FOR THE PROJECT]

- 3.1 The minimum resource schedule does not limit the scope of the Services and is included to provide the Commonwealth with an assurance as to the minimum level of resources which the Panel Consultant will make available to perform the Services, including with respect to the tasks involved and proposed methodology for providing the Services identified in the Project DCAP.
- 3.2 The minimum resource schedule does not derogate from the Panel Consultant's responsibility to supply additional resources, if required, to ensure performance of the Services in accordance with the Contract.
- 3.3 For the purpose of the minimum resource schedule, it is to be assumed that 37.5 hours comprises one working week.

4. Key People

- 4.1 The Panel Consultant is requested to provide the following information in respect of each of the key people it proposes to utilise in the performance of the Services.
- 4.2 The Panel Consultant should attach a curriculum vitae of each key person, highlighting past performance only as it relates to the Services and the matters which the Panel Consultant sets out in its Project DCAP.

Name	Position / role (this should align with the position descriptions in the Schedule of Rates in the Panel Agreement)	% of time the person would be dedicated to the Services (assume 37.5 hours comprises one working week)	Nature and extent of their experience in carrying out similar services on other projects	Capacity to perform the relevant services in light of other commitments (including the % of time the person would be dedicated to other projects)	Key client contact details (with current telephone numbers)	Security clearances
[PANEL CONSULTANT TO INSERT]	[PANEL CONSULTANT TO INSERT]	[PANEL CONSULTANT TO INSERT]	[PANEL CONSULTANT TO INSERT]	[PANEL CONSULTANT TO INSERT]	[PANEL CONSULTANT TO INSERT]	[PANEL CONSULTANT TO INSERT]
[PANEL CONSULTANT TO INSERT]	[PANEL CONSULTANT TO INSERT]	[PANEL CONSULTANT TO INSERT]	[PANEL CONSULTANT TO INSERT]	[PANEL CONSULTANT TO INSERT]	[PANEL CONSULTANT TO INSERT]	[PANEL CONSULTANT TO INSERT]
[PANEL CONSULTANT TO INSERT]	[PANEL CONSULTANT TO INSERT]	[PANEL CONSULTANT TO INSERT]	[PANEL CONSULTANT TO INSERT]	[PANEL CONSULTANT TO INSERT]	[PANEL CONSULTANT TO INSERT]	[PANEL CONSULTANT TO INSERT]

5. Subconsultants

- 5.1 The Panel Consultant is requested to provide the following information in respect of any subconsultant it proposes to utilise in the performance of the Services.

Legal name and ABN of subconsultant	Services to be subcontracted	Basis of engagement of the subconsultant	Basis of the subcontract price
[PANEL CONSULTANT TO INSERT]	[PANEL CONSULTANT TO INSERT]	[PANEL CONSULTANT TO INSERT]	[PANEL CONSULTANT TO INSERT]
[PANEL CONSULTANT TO INSERT]	[PANEL CONSULTANT TO INSERT]	[PANEL CONSULTANT TO INSERT]	[PANEL CONSULTANT TO INSERT]
[PANEL CONSULTANT TO INSERT]	[PANEL CONSULTANT TO INSERT]	[PANEL CONSULTANT TO INSERT]	[PANEL CONSULTANT TO INSERT]

INSERT]	INSERT]	INSERT]	INSERT]
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5.2 The Panel Consultant is requested to provide the following information in respect of each of the key people from each subconsultant that it proposes to utilise in the performance of the Services.

Subconsultant	Key person name	Key person position / role (this should align with the position descriptions in the Schedule of Rates in the Panel Agreement)	The nature and extent of their experience in carrying out similar services on other projects	Their capacity to perform the relevant services in light of other commitments	Key client contact details (with current telephone numbers)
[PANEL CONSULTANT TO INSERT]	[PANEL CONSULTANT TO INSERT]	[PANEL CONSULTANT TO INSERT]	[PANEL CONSULTANT TO INSERT]	[PANEL CONSULTANT TO INSERT]	[PANEL CONSULTANT TO INSERT]
[PANEL CONSULTANT TO INSERT]	[PANEL CONSULTANT TO INSERT]	[PANEL CONSULTANT TO INSERT]	[PANEL CONSULTANT TO INSERT]	[PANEL CONSULTANT TO INSERT]	[PANEL CONSULTANT TO INSERT]
[PANEL CONSULTANT TO INSERT]	[PANEL CONSULTANT TO INSERT]	[PANEL CONSULTANT TO INSERT]	[PANEL CONSULTANT TO INSERT]	[PANEL CONSULTANT TO INSERT]	[PANEL CONSULTANT TO INSERT]

5.3 The Panel Consultant is requested to provide a curriculum vitae of each key person from each subconsultant, highlighting past performance only as it relates to the Services and the matters set out in its Project DCAP.

6. Commercial-in-Confidence Information

6.1 The Panel Consultant is referred to the Commonwealth's guidance on the identification of Commercial-in-Confidence Information available at <https://www.finance.gov.au/government/procurement/buying-australian-government/confidentiality-throughout-procurement-cycle>.

6.2 The Panel Consultant should note that the Commonwealth policy principles of transparency and accountability promote the disclosure of contractual information to the maximum extent and a Panel Consultant's information will only be kept confidential where there are sound reasons for doing so. The Commonwealth will consider the Panel Consultant's request against the Commonwealth's policy on the identification of Commercial-in-Confidence Information. The Commonwealth's decision regarding any proposed commercial-in-confidence information will be final.

6.3 Without limiting clause 6.2, the Consultant is requested to note that:

- (a) information must have all of the following characteristics before it may be considered to be Commercial-in-Confidence information:
 - (i) the information to be protected must be specifically identified;
 - (ii) the information must be commercially sensitive and not already in the public domain;
 - (iii) disclosure would cause unreasonable detriment to the owner of the information or another party; and
 - (iv) the information was provided with an express or implied understanding that it would remain confidential;
- (b) without limiting paragraph (c), the following types of information in, or in relation to, contracts would generally **not** be considered Commercial-in-Confidence Information:
 - (i) performance and financial guarantees;
 - (ii) indemnities;

- (iii) the price of an individual item, or groups of items of goods or services;
 - (iv) rebate, liquidated damages and service credit clauses;
 - (v) performance measures applicable to the Services or the Contract;
 - (vi) clauses which describe how Intellectual Property Rights are to be dealt with;
 - (vii) payment arrangements; and
 - (viii) the performance of the Panel Consultant against the requirements of the Contract and agreed assessment criteria; and
- (c) the following types of information **may** (in the Commonwealth’s absolute discretion) meet the criteria of being protected as Commercial-in-Confidence Information:
- (i) trade secrets;
 - (ii) proprietary information (this could be information about how a particular technical or business solution is to be provided);
 - (iii) internal costing information or information about profit margins; and
 - (iv) pricing structures (if this information would reveal whether there was a profit or loss on the supply of a particular good or service).

Details of any specific information that the Panel Consultant wishes the Commonwealth to keep confidential should be provided in the table format as set out below.

SPECIFIC INFORMATION	JUSTIFICATION	PERIOD OF CONFIDENTIALITY
[INSERT (IF APPLICABLE)]	[INSERT (IF APPLICABLE)]	[INSERT (IF APPLICABLE)]

Annexure C. Fee Schedule

The Commonwealth reserves the right to negotiate the proposed Fee Schedule lodged by the Panel Consultant with a view to amending the Fee Schedule prior to entering into any Contract with the successful Panel Consultant.

1. Fee

Lump Sum

FEE	[\$[PANEL CONSULTANT TO INSERT] (GST exclusive)
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2. Milestone Fee Payment Schedule

Milestone name	Milestone description	Date for Completion	Amount (GST exclusive)
[COMMONWEALTH TO INSERT]	[COMMONWEALTH TO INSERT]	[COMMONWEALTH TO INSERT]	[\$[PANEL CONSULTANT TO INSERT]
[COMMONWEALTH TO INSERT]	[COMMONWEALTH TO INSERT]	[COMMONWEALTH TO INSERT]	[\$[PANEL CONSULTANT TO INSERT]
[COMMONWEALTH TO INSERT]	[COMMONWEALTH TO INSERT]	[COMMONWEALTH TO INSERT]	[\$[PANEL CONSULTANT TO INSERT]

3. Reimbursable Costs

The payment of reimbursable costs is deemed to be included within the other amounts payable to the Panel Consultant and therefore there will be no separate and additional entitlement to reimbursable costs. For the avoidance of doubt, unless otherwise explicitly stated in the Official Order, the Panel Consultant will have no entitlement to reimbursement of any disbursements including travel costs, car hire and taxi fares, administrative costs and all other disbursements referred to in item 2 of Appendix 2 to the Panel Conditions.

Annexure D. Contract Particulars

The Panel Consultant is requested to complete the relevant information in the following Contract Particulars

CLAUSE 1 - GLOSSARY OF TERMS, INTERPRETATION AND MISCELLANEOUS

Award Date: (Clause 1.1)	<i>[COMMONWEALTH TO INSERT AWARD DATE – ASPIRATIONALLY 24 JULY 2023]</i>
Brief: (Clause 1.1)	As per Annex A (Attached)
Commonwealth's Representative: (Clause 1.1)	The person holding the position of <i>[COMMONWEALTH TO INSERT POSITION TITLE]</i> for the time being <i>[COMMONWEALTH TO INSERT NAME]</i>
Consultant: (Clause 1.1)	<i>[PANEL CONSULTANT TO INSERT LEGAL NAME AND ABN]</i>
Consultant's Representative: (Clause 1.1)	The person holding the position of <i>[PANEL CONSULTANT TO INSERT POSITION TITLE]</i> for the time being <i>[PANEL CONSULTANT TO INSERT NAME]</i>
Contract: (Clause 1.1 and 5.10)	The other documents forming part of the Contract are: <i>No other documents form part of the Contract</i>
Environmental Requirements: (Clause 1.1)	<i>None specified</i>
ESD Principles: (Clause 1.1)	<i>None specified</i>
Executive Negotiators: (Clause 1.1)	Commonwealth: The person holding the position of Director – Shipyard Infrastructure for the time being Mr Daniel Hodgson Panel Consultant: The person holding the position of <i>[PANEL CONSULTANT TO INSERT POSITION TITLE]</i> for the time being <i>[PANEL CONSULTANT TO INSERT NAME]</i>
Fee Schedule: (Clause 1.1)	<i>[CONSULTANT TO INSERT]</i>
Project Contracts: (Clause 1.1)	<i>Not applicable</i>
Project DCAP: (Clause 1.1)	<i>[CONSULTANT TO INSERT]</i>
Project Plans: (Clause 1.1 and 5.14)	As per Annex A (Attached)
Site Management Plan: (Clause 1.1)	<i>None specified</i>
Site: (Clause 1.1)	As per Annex A.
Governing Law: (Clause 1.3(a))	<i>Australian Capital Territory</i>

CLAUSE 2 - ROLE OF THE CONSULTANT

Subconsultants: (Clause 2.9(a))	Subconsultant	Services
	[PANEL CONSULTANT TO INSERT LEGAL NAME AND ABN/ACN]	[PANEL CONSULTANT TO INSERT DESCRIPTION OF RELEVANT SERVICES]
	[PANEL CONSULTANT TO INSERT LEGAL NAME AND ABN/ACN]	[PANEL CONSULTANT TO INSERT DESCRIPTION OF RELEVANT SERVICES]
Statutory Requirements with which the Consultant does not need to comply: (Clause 2.10(a))	The Panel Consultant must comply with all Statutory Requirements	
Approvals which the Consultant is to assist the Commonwealth to apply for and obtain: (Clause 2.10(b)(i))	The Panel Consultant is to assist with applying for and obtaining all necessary Approvals	
Co-ordination with other projects/programs: (Clause 2.14)	<p><i>Clause 2.14 DOES apply.</i></p> <p>Other Project/Program:</p> <p>The Commonwealth is leading a program of work with the Australian Nuclear Science and Technology Organisation (ANSTO) to establish a radiological baseline for the Site. The Panel Consultant under the Annex A. Scope of Services is required to collect samples and transfer them to ANSTO for assessment and Analysis. Annex B to the Annex A. Statement of Services outlines the ANSTO analysis to be undertaken and the requirements for sample collection as they relate to the Works.</p> <p>The Commonwealth is also leading a program of work to conduct a radiometric survey over the Site at Osborne with Defence Science and Technology Group (DSTG). This data, once available will likely inform the Works as articulated under Annex A.</p>	
Environment: (Clause 2.15)	Clause 2.15 DOES NOT apply	
Services Not Included: (Clause 2.16)	<i>None specified</i>	
Site Restrictions: (Clause 2.17)	<i>None specified</i>	
Employers' Liability Insurance: (Clause 2.18)	<p>Employers' Liability Insurance</p> <p>Amount of Cover: The amount that a prudent, competent and experienced consultant undertaking the Services would purchase [\$[PANEL CONSULTANT TO INSERT AMOUNT OF EMPLOYER'S LIABILITY INSURANCE IT HAS OR PROPOSES TO PUT IN PLACE FOR THE ENGAGEMENT]].</p>	

CLAUSE 4 - PERSONNEL

Assistant Commonwealth's Representatives and their functions: (Clause 4.4(b))	Person	Function
	s22 [REDACTED]	Assistant Director – Shipyard Infrastructure
	s22 [REDACTED]	Infrastructure Officer

CLAUSE 5 - DOCUMENTATION

Number of days for submission of Project Plans:	Environmental Management Plan	Not Applicable
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(Clause 5.14(a)(ii)A)	Site Management Plan	<i>Not Applicable</i>
	Work Health and Safety Plan	<i>As required by law.</i>
Number of days for review of Project Plans: (Clause 5.14(a)(ii)B)	Environmental Management Plan	<i>No Applicable</i>
	Site Management Plan	<i>No Applicable</i>
	Work Health and Safety Plan	<i>No Applicable</i>
	Other:	<i>No Applicable</i>
Manual of Fire Protection Engineering and Building Code of Australia Certification: (Clause 5.15)	Clause 5.15 DOES NOT apply (Clause 5.15 does not apply unless otherwise stated)	

CLAUSE 7 - TIME

Maximum intervals between program updates by Consultant:
(Clause 7.2(b))

Weekly

Program software:
(Clause 7.2(d))

Microsoft Project or approved equivalent

CLAUSE 9 - PAYMENT (OPTION 1)

Payment (Option 1):
(Clause 9)

Clause 9 **DOES** apply

Times for submission of payment claims by the Consultant to Commonwealth's Representative:
(Clause 9.2(a))

ON COMPLETION OF MILESTONES

Upon Completion of Milestones in accordance with the Milestone Fee Payment Schedule set out in the Fee Schedule.

Payment of Workers and Subconsultants:
(Clause 9.12)

OPTION 2 applies.
(Option 2 applies unless otherwise stated)

Appointed Adjudicator/Prescribed Appointer/Authorised Nominating Authority:
(Clause 9.14(d))

To the extent that the relevant part of the Services is carried out in:

1. the Northern Territory or Western Australia:
 - (a) the appointed adjudicator is ; or
 - (b) if no appointed adjudicator is appointed, the prescribed appointer is the Resolution Institute, Northern Territory Chapter or Western Australian Chapter (as the case may be); or
2. Victoria, any one of the following:
 - (a) Resolution Institute, Victorian Chapter;
 - (b) Building Adjudication Victoria Inc; or
 - (c) Rialto Adjudications Pty Ltd; or
3. any other State or Territory (save for Queensland), the Resolution Institute of the Chapter in that State or

Territory.

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Document 1

Accounting records (additional): No additional records
(Clause 9.15)

Estate Information: Clause 9.16 *DOES NOT* apply
(Clause 9.16) (Clause 9.16 applies unless otherwise stated)

CLAUSE 9A - PAYMENT (OPTION 2)

Payment (Option 2): Clause 9A *DOES NOT* apply
(Clause 9A)

Times for submission of payment claims by the Consultant: :
(Clause 9A.2(a)) *Not applicable*

Number of days for payment: *Not applicable*
(Clause 9A.4)

Accounting records (additional): *Not applicable*
(Clause 9A.10)

Estate Information: *Not applicable*
(Clause 9A.11)

CLAUSE 10 - TERMINATION

Number of days to remedy breach: 7 days
(Clause 10.3(c) and 10.4(b))

CLAUSE 11 - DISPUTE RESOLUTION

Industry expert who will conduct expert determinations: *None specified*
(Clause 11.3(a)(i))

Nominating authority for expert: *The President for the time being of the Resolution Institute unless otherwise specified*
(Clause 11.3(a)(ii))

CLAUSE 12 - NOTICES

Address and email address, for the giving or serving of notices, upon: Commonwealth:
(Clause 12.7) Attn: s22

s22

s22

Email: s22 @defence.gov.au

Consultant:

Attn: [PANEL CONSULTANT TO INSERT NAME/POSITION]

[PANEL CONSULTANT TO INSERT STREET ADDRESS (DO NOT USE PO BOX)]

[PANEL CONSULTANT TO INSERT SUBURB, STATE, POSTCODE]

Email: [PANEL CONSULTANT TO INSERT NUMBER]

CLAUSE 13 - INDIGENOUS PROCUREMENT POLICY

Option for Indigenous Procurement Policy: *OPTION 1* applies.
(Clause 10.2(g), 13.1 and 13.2) (Option 1 applies unless otherwise stated)

CLAUSE 15 INFORMATION SECURITY - SENSITIVE AND CLASSIFIED INFORMATION

Sensitive and Classified Information: Clause 15 *DOES NOT* apply.
(Clause 15) (Clause 15 does not apply unless otherwise stated)

Current security clearance level/s: *Baseline*
(Clause 15.2(b) and 15.3(c)(i))

Information technology environment accreditation or certification level/s: *[CONSULTANT TO INSERT ACCREDITATION LEVEL (IF ANY)]*
(Clause 15.3(f)(i)D)

Information technology environment accreditation or certification level/s (caveated or compartmented information): *[CONSULTANT TO INSERT ACCREDITATION LEVEL (IF ANY)]*
(Clause 15.3(f)(i)E)

CLAUSE 16 DEFENCE INDUSTRY SECURITY PROGRAM

Level of DISP Membership: *[CONSULTANT TO INSERT (IF ANY)]*
(Clause 16(a))

Annexure E. Alternative Proposals

Alternative proposals are requested to be set out in the table below. The Panel Consultant must lodge a conforming proposal before an alternative proposal will be considered.

RFP REFERENCE	ALTERNATIVE PROPOSAL	EFFECT ON PRICING	EFFECT ON COMMONWEALTH PROGRAM/ MILESTONES	SUPPORTING INFORMATION	EFFECT ON OTHER ASPECTS OF THE PROPOSAL	VALUE FOR MONEY

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Annex A - Statement of Services

Environmental Baseline Contamination Assessment - Osborne

Nuclear Powered Submarine Taskforce

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ACRONYMS

Acronym	Expanded
ANI	Australian Naval Infrastructure
ANSTO	Australian Nuclear Science and Technology Organisation
ANZECC	Australian and New Zealand Environment and Conservation Council
ASC	ASC Pty Ltd
EPA	Environmental Protection Agency
IAEA	International Atomic Energy Agency
NORMs	Naturally occurring radioactive materials
NPS	Nuclear-Powered Submarine
NPSTF	Nuclear Powered Submarine Taskforce
PFAS	Per-and poly-fluroalkyl substances
SCY	Submarine Construction Yard
SPOCAS	Suspension Peroxide Oxidation Combined Acidity and Sulfur

Table 1: Acronyms

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1. BACKGROUND

- 1.1. In September 2021, Australia, the United Kingdom and the United States embarked on a trilateral effort to define the Optimal Pathway for Australia's acquisition of conventionally-armed, nuclear-powered submarines (NPS).
- 1.2. The Nuclear Powered Submarine Taskforce (NPSTF) has identified a site shown in Figure 1 as the preferred site for construction of NPS in Osborne, South Australia. This site is currently owned by the South Australian Government and leased by Australian Naval Infrastructure (ANI).
- 1.3. Within the context of this Statement of Work "the Site" has been defined (under Clause 3) as the location selected for the NPS Submarine Construction Yard (SCY), nearby reserves, and a control location situated across Port Adelaide River, north of old quarantine station. The selection of the SCY location followed a number of feasibility assessments, due diligence activities and a comparative analysis of available land in and around the LeFevre Peninsula. These preliminary due diligence activities for site selection identified the need to undertake a radiological and environmental baseline assessment of the Site.
- 1.4. In considering the intended activities planned for this Site, a proposed sampling plan (Annex B) has been developed with considerations to the social, human health, and ecological risks, current knowledge gaps and urgency of the work.

2. PURPOSE

- 2.1. This Statement of Services describes the Environmental Contamination Baseline Assessment (the Works) to be undertaken by the Consultant to support the Commonwealth in determining an environmental baseline for the Site as described under clause 3. The environmental baseline will be used by the Commonwealth to inform a continuous environmental monitoring programme over the life of the NPS program.
- 2.2. The primary objective of the Works is the sampling and analysis of Site contaminants. In recognition of the efficiencies to be gained by collecting samples for radiological assessment and analysis, the Works also require the Consultant to collect samples to be transferred to the Australian Nuclear Safety and Technology Organisation (ANSTO) for radiological assessment and analysis.
- 2.3. This Statement of Services is broken in to four discreet phases as described under clause 5. These include:
 - i) Phase 1: Program Plan
 - ii) Phase 2: Sample Collection (Radiological and Contaminant)
 - iii) Phase 3: Delivery of samples for radiological analysis to ANSTO
 - iv) Phase 4: Contamination Analysis and Assessment

[Note to Consultant: under this Statement of Services, the Consultant is not required to undertake any radiological analysis of samples collected. Radiological analysis of collected samples will be conducted by ANSTO under agreement to the Commonwealth].

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3. THE SITE

- 3.1. The preferred location for the SCY is in Osborne, South Australia spanning across approximately 75 hectares is made up of 4 distinct areas: Site A, Site B, Site C, and Carpark (Figure 1). This footprint includes the site previously identified for the construction of the Attack Class submarine.
- 3.2. In the context of this Statement of Services, the Site includes the SCY location and nearby reserves and a control location situated across the Port Adelaide River, north of old quarantine station (Figure 1).



Figure 1: USGS Satellite image of the Site March 2022. Green areas indicate reserves or areas where construction is not anticipated. Yellow areas indicate sites where construction will occur.

- 3.3. It is important to note that this footprint has been covered with infill material consisting of unconsolidated sands and clays from land reclamation and dredging activities on the Port Adelaide River, as well as for disposal of ash, cinder, iron pyrite and calcium rich grit from the now decommissioned Penrice soda plant [1]. Weathering of these disposed materials (namely pyrites) can result in the formation of acid sulfate soils which in turn can liberate toxicants into the environment.

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4. ECOLOGICAL AND HISTORICAL AREAS

4.1. Adelaide Dolphin Sanctuary

- 4.1.1. The South Australian Government established the Adelaide Dolphin Sanctuary for the purpose of protecting bottlenose dolphins and their habitat in the Port Adelaide River and Barker Inlet area.
- 4.1.2. The Sanctuary is almost 12,000 hectares in size and is located from the Gawler Conservation Park to the North Haven Marina including all of the Port Adelaide River and Barkers Inlet [2].
- 4.1.3. The Adelaide Dolphin Sanctuary hosts a diverse range of ecosystems including: estuarine rivers, mangrove forests, saltmarshes, seagrasses, tidal creeks and tidal flats. The area is home to 30-60 bottlenose dolphins, with another 400 dolphins visiting the area to feed and nurse their calves.



Figure 2: Adelaide Dolphin Sanctuary area (blue)

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4.2. Mutton Cove Conservation Reserve

- 4.2.1. Mutton Cove Conservation Reserve is a 50-hectare reserve which shares its southern perimeter with ASC Pty Ltd (ASC) and the Site and runs parallel to the Port Adelaide River. The area hosts the last remaining salt marsh and mangrove woodland on the Le Fevre Peninsula. The area also acts as a sediment trap for drainage from the northern area of the Peninsula [3].

4.3. Biodiversity Park

- 4.3.1. Situated west and adjacent to the carpark planned for outside of the SCY is a Biodiversity Park. This area is 35 hectares and features walking tracks and endemic flora and fauna.
- 4.3.2. Drainage from the planned SCY site also passes through the Biodiversity Park as seen in topography maps and drainage lines in the area.

4.4. Falie Reserve

- 4.4.1. Falie Reserve is situated between Areas A and B at Figure 1, and currently hosts a recreational reserve which includes walking paths shelter and seating. This area acts as a storm water management system during rain events, with the flow outlet of this site feeds into Mutton Cove Conservation Reserve.

4.5. Quarantine Station

- 4.5.1. On the eastern side of the Port Adelaide River, opposite Mutton Cove Conservation Reserve there is a historical quarantine station and jetty, which was constructed in 1879 to manage disease from the arrival of maritime passengers. This area is also surrounded by native mangrove woodlands and salt marshes.

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5. DELIVERABLES

5.1. Phase 1: Program Plan

- 5.1.1. The Program Plan (the Plan) is to articulate the Consultant's approach to undertaking all phases of the Works. The Plan is to be agreed with the Commonwealth at Contract Award Date and will remain the Plan for the duration of the Works.
- 5.1.2. The Plan must include methodology, approach, equipment and durations of each task. The Consultant is required under Phase 2: *Sample Collection* to collect samples as they relate to Phase 3: *Contamination Assessment and Radiological Assessment* in line with the requirements outline under Phase 2 and Annex B.
- 5.1.3. The Consultant is required under Phase 3: *Sample Delivery* to deliver samples for radiological assessment to ANSTO. Whereby ANSTO will conduct radiological contamination assessment and deliver the analysis to the Commonwealth.
- 5.1.4. The Consultant is required to conduct analysis of the samples collected as they relate to Phase 4: Contamination Assessment. The Consultant is responsible for the disposal of samples once analysis is complete and the final Contamination Analysis and Assessment Report has been accepted by the Commonwealth.

5.2. Phase 2: Sample Collection

- 5.2.1. The Consultant is to undertake the collection of samples as outlined in the approved Plan delivered under Phase 1 and maintain a Sample Register that details:
 - 5.2.1.1. Sample ID;
 - 5.2.1.2. GPS location of collection point;
 - 5.2.1.3. Date and time of collection;
 - 5.2.1.4. Field conditions;
 - 5.2.1.5. Other sample attributes:
 - 5.2.1.6. For soils: depth of soil collection (e.g. 0-10 cm);
 - 5.2.1.7. For marine waters and marine sediment/vegetation: water depth at collection; and
 - 5.2.1.8. For groundwaters: standing water level of borehole, depth of borehole and depth of sample collection.
 - 5.2.1.9. Measured value and error;
 - 5.2.1.10. Measurement and error calculations methods used; and
 - 5.2.1.11. Radionuclide decay/ingrowth correction.
- 5.2.2. The Sample Register is to be delivered to the Commonwealth periodically as requested by the Commonwealth Representative.
- 5.2.3. In undertaking Phase 2 and in accordance with the approved Program Plan the Consultant must take samples for the following:
 - 5.2.3.1. Terrestrial Soil and Sediment (to occur once);

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- 5.2.3.2. Terrestrial Ground Water (to occur once);
- 5.2.3.3. Marine Water (to occur seasonally total of 4 sampling campaigns); and
- 5.2.3.4. Marine Sediment (to occur end of summer and end of winter total of 2 sampling campaigns). Marine seagrass to be collected for measurement if inadvertently sampled.
- 5.2.4. Samples collected for radiological assessment will be sent by the Consultant to ANSTO under Phase 3: *Delivery to ANSTO*.
- 5.2.5. Samples collected for contamination assessment will be assessed by the Consultant as part of Phase 4: *Contamination Assessment*.
- 5.2.6. Terrestrial Soil and Sediment
- 5.2.6.1. Terrestrial soil and sediment (collected from above the low tide line) samples will be collected onsite and measured for gamma emitting radionuclides (both naturally occurring radioactive materials (NORMs) and anthropogenics).
- 5.2.6.2. A sampling plan for terrestrial soil and sediment collection was developed and optimised using Visual Sample Planner. The output of this model identified 150 samples are required over the total site including neighbouring reserves to provide a 95% chance of identifying a 10 m in diameter radiological 'hotspot' (with an activity concentration 1 SD above the mean) (*Figure 3* and *Table 2*). A portion of these sampling locations will be measured for chemical contaminants
- 5.2.6.3. The Guidelines on Soil and Vegetation Sampling for Radiological Monitoring (International Atomic Energy Agency (IAEA) 486) describes the best practice is to sample soil to the depth of the plants root system (~10 cm) as this is where the majority of radionuclide transfer occurs [5]. In the Mutton Cove Conservation Reserve, an additional five locations will be randomly selected to collect sediment at a depth below 10 cm. This will assist in determining contaminant concentrations in historical (i.e. deeper) sediments in comparison to more recent levels.
- 5.2.6.4. Radionuclide sampling requirements (soil and sediment): *Figure 3* and *Table 1* below shows the planned sampling campaign for soil collections onsite.
- 5.2.6.5. Total 150 samples for radionuclide measurement (including opportunistic hotspot sampling).
- 5.2.6.6. The required mass for soil and sediment sampling for radionuclide measurement is 500 g (of <2 mm and dry mass equivalent) per sample.
- 5.2.6.7. Chemical contaminant sampling and analytical requirements (soil and sediment):
- 5.2.6.7.1. Measurement of contaminants should include:
- Metals and metalloids: Na, Mg, Al, Ca, Se, V, Cr, Mn, Co, Ni, Cu, Zn, As, Sc, Sr, Mo, Ag, Cd, Sb, Ba, La, Eu, Ho, Yb, Tl, Pb);
 - Acid sulfate sediments via Suspension Peroxide Oxidation Combined Acidity and Sulfur (SPOCAS);
 - Presence/absence of asbestos; and

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- Polycyclic aromatic hydrocarbons (PAHs), benzene, toluene, ethylbenzene, xylenes (BTEX), and total recoverable petroleum hydrocarbons (TRH); and
- Standard Per-and poly-fluoroalkyl substances (PFAS) suite.

5.2.6.7.2. The required mass for soil/sediment sampling is 1000 g per sample; and

5.2.6.7.3. Sample collection, preparation and storage should be carried out using a method provided by the analytical laboratory which will conducting the measurements.

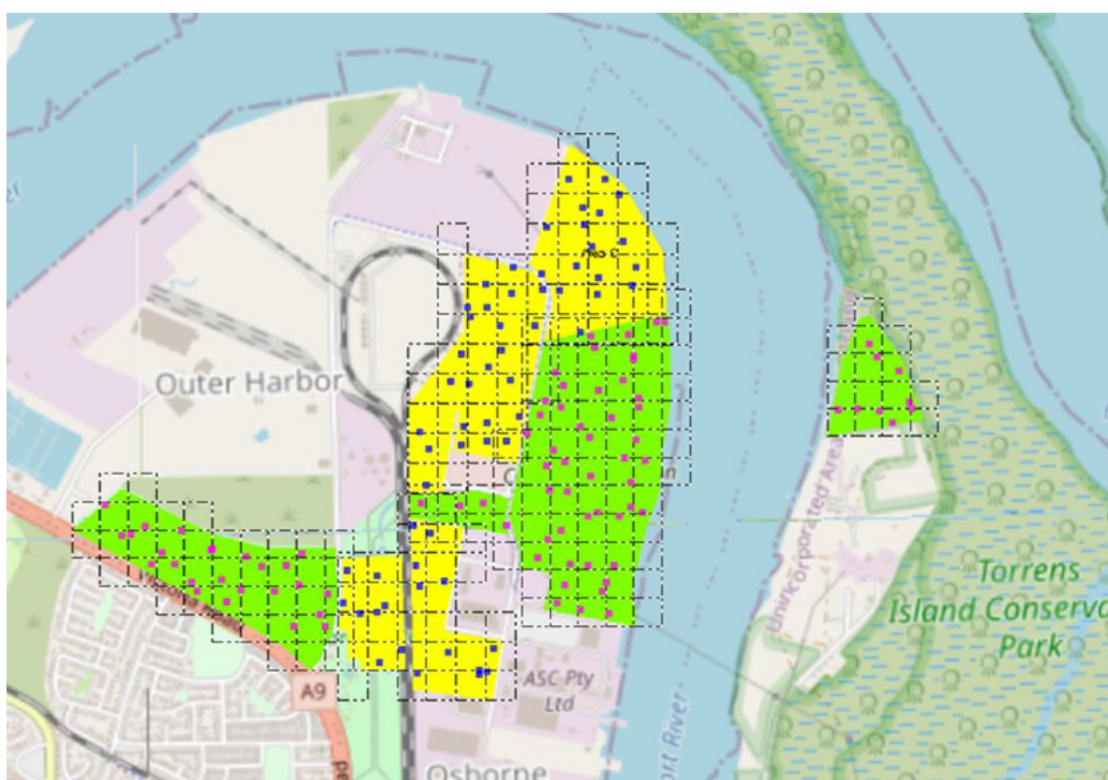


Figure 3: Visual Sampling Planner soil and sediment radiological sampling plan on the construction area (yellow) as well as surrounding nature reserves (green)

Site Area	Size (ha)	Samples for radionuclide measurement top 10 cm	Samples for chemical measurement top 10 cm	Samples for radionuclide measurement below 10 cm	Samples for chemical measurement below 10 cm	NOTES
Shipyard Carpark	9.1	10	5			
Area A	13.6	10	5			s47C
Area B	26.5	20	10			
Area C	23.1	20	10			
Mutton Cove	49.9	40	20	5	5	s47C
Falie Reserve	4.3	5	2			s47C

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Site Area	Size (ha)	Samples for radionuclide measurement top 10 cm	Samples for chemical measurement top 10 cm	Samples for radionuclide measurement below 10 cm	Samples for chemical measurement below 10 cm	NOTES
Biodiversity Park	26.8	30	10			
North Quarantine	9.3	10	10			s47C
Site	72.3	60	30			
Reserves	90.3	85	42	5	5	
Total	162.6	145	72	5	5	

Table 2: Site locations and their anticipated sampling amounts

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5.2.7. Terrestrial Groundwater

- 5.2.7.1. Sample collection to be arranged through South Australian Environmental Protection Agency (EPA), who periodically sample these boreholes;
- 5.2.7.2. Currently there are four monitoring bores within 5 km of the Site (*Figure 1*). These bores should be measured for both radiological and chemical contaminants to identify future locations of contaminant transport.
- 5.2.7.3. Radionuclide sampling requirements:
 - 5.2.7.3.1. The volume of water required for annual groundwater measurements is 10 litres per borehole. Collection of waters should involve purging standing water in borehole (or three well volumes) followed by collection of 5 L of 0.45µm filtered sample and 5 L of unfiltered sample. Both filtered and unfiltered samples will need to be acidified to pH<2 using analytical grade nitric acid as soon as possible after collection
- 5.2.7.4. Chemical sampling and analysis requirements:
 - 5.2.7.4.1. Unfiltered water will be measured for:
 - 5.2.7.4.2. Metals and metalloids: Na, Mg, Al, Ca, Se, V, Cr, Mn, Co, Ni, Cu, Zn, As, Sc, Sr, Mo, Ag, Cd, Sb, Ba, La, Eu, Ho, Yb, Tl, Pb, Th, U;
 - 5.2.7.4.3. Chlorinated alkenes, chlorobenzenes and chloronaphthalenes, chloroethanes, chloromethanes, chloropropenes, organochlorine pesticides, organophosphorus pesticides, non-metallic inorganics, aromatic hydrocarbons, polycyclic aromatic hydrocarbons; and
 - 5.2.7.4.4. Standard PFAS suite.
 - 5.2.7.4.5. The required volume for groundwater is approximately 5 litres split into a number of different bottles for different measurement processes.
 - 5.2.7.4.6. Sample collection, preparation and storage should be carried out using a method provided by the analytical laboratory which will be conducting the measurements.

5.2.8. Marine Sediments

- 5.2.8.1. Biannual (end of summer, end of winter) marine sediments will be collected in areas along the Port Adelaide River via grab sampler (Ekman) or suction dredge at the same location as marine water samples. The required mass for sediment sampling is 500 g per sample.
- 5.2.8.2. Radiological sampling requirements (below tideline sediment):
 - 5.2.8.2.1. Total 16 samples for gamma measurement annually; and
 - 5.2.8.2.2. The required mass for sediment sampling is 500 g (of <2 mm and dry mass equivalent) per sample.
- 5.2.8.3. Chemical sampling and analysis (below tideline sediment):

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- 5.2.8.3.1. Sediment sampling should be conducted in the tidal areas nearby the SCY in Area C and in neighbouring Mutton Cove Conservation and Falie reserve. Port Adelaide River sediments should be collected along with marine water sampling biannually (end of summer, end of winter) via grab sampler (Ekman) or dredge at the same location as marine water samples;
 - 5.2.8.3.2. Sediments should be measured in the <2 mm size fraction for the contaminants listed below.
 - 5.2.8.3.3. Organic carbon should be measured for refinement of GV for hydrophobic organic contaminants (PCBs and PAHs);
 - 5.2.8.3.4. Additional measurement of contaminants which do not have sediment quality guideline values should also be completed, as these analytes can be useful for transport modelling of chemically similar contaminants or to quantify existing contaminant levels. These include:
 - 5.2.8.3.5. Metals and metalloids via ICP-MS/OES (Na, Mg, Al, Ca, Se, V, Cr, Mn, Co, Ni, Cu, Zn, As, Sc, Sr, Mo, Ag, Cd, Sb, Ba, La, Eu, Ho, Yb, Tl, Pb);
 - 5.2.8.3.6. Acid sulfate sediments via SPOCAS; and
 - 5.2.8.3.7. Standard PFAS suite.
 - 5.2.8.3.8. The required mass for sediment sampling is 1000 g per sample for chemical measurement; and
 - 5.2.8.3.9. Sample collection, preparation and storage should be carried out using a method provided by the analytical laboratory which will be conducting the measurements.
- 5.2.9. Marine Water
- 5.2.9.1. Characterisation of radionuclide concentrations and chemical contaminants in filtered and unfiltered samples should be conducted at eight points along the Port Adelaide River (Figure 4 below) on the SCY side of the river and at the outlet for the Bolivar wastewater treatment plant which is located 8 km upstream on the Port Adelaide River on Barker inlet.
 - 5.2.9.2. Radiological sampling requirements:
 - 5.2.9.2.1. Quarterly (end of each season) collections of marine waters from eight sites. Filtered and unfiltered fractions measured (16 samples total per collection). 64 samples annually;
 - 5.2.9.2.2. The volume of water required for marine water measurements is 10 litres per site, 5 L of 0.45µm filtered sample and 5 L of unfiltered sample. Both filtered and unfiltered samples will need to be acidified to pH<2 using analytical grade nitric acid as soon as possible after collection;
 - 5.2.9.3. Chemical sampling and analysis requirements:

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- 5.2.9.3.1. Biannual (End of summer, end of winter) collections of marine waters from eight sites. Filtered and unfiltered fractions measured (16 samples total per collection). 32 samples annually.
- 5.2.9.3.2. Both filtered and unfiltered water will be measured for the list of contaminants listed in Australian and New Zealand Environment and Conservation Council (ANZECC) default guideline values and site specific guideline values [4,7].
- 5.2.9.3.3. The water samples should also be measured for:
- 5.2.9.3.4. Metals and metalloids: Na, Mg, Al, Ca, Se, V, Cr, Mn, Co, Ni, Cu, Zn, As, Sc, Sr, Mo, Ag, Cd, Sb, Ba, La, Eu, Ho, Yb, Tl, Pb, Th, U); and
- 5.2.9.3.5. Standard PFAS suite.
- 5.2.9.3.6. The required volume for marine water is approximately 5 L split into a number of different bottle for different measurement processes.
- 5.2.9.3.7. Sample collection, preparation and storage should be carried out using a method provided by the analytical laboratory which will conducting the measurements.



Figure 4: Sampling locations for groundwater (purple) and surface water (red)

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5.3. Phase 3: Delivery to ANSTO

- 5.3.1. The Consultant is to ensure that chain of custody procedures are applied and that the following information is retained for all collected samples:
 - 5.3.1.1. Sample ID;
 - 5.3.1.2. GPS location of collection point;
 - 5.3.1.3. Date and time of collection;
 - 5.3.1.4. Field conditions;
 - 5.3.1.5. Other sample attributes:
 - 5.3.1.5.1. For soils: depth of soil collection (e.g. 0-10 cm);
 - 5.3.1.5.2. For marine waters and marine sediment/vegetation: water depth at collection; and
 - 5.3.1.5.3. For groundwaters: standing water level of borehole, depth of borehole and depth of sample collection.
 - 5.3.1.6. Measured value and error;
 - 5.3.1.7. Measurement and error calculations methods used; and
 - 5.3.1.8. Radionuclide decay/ingrowth correction.
- 5.3.2. On delivery to ANSTO, the Consultant must provide written confirmation to the Commonwealth Representative

5.4. Phase 4: Contamination Analysis and Assessment

- 5.4.1. Samples collected under Phase 2 for contamination analysis will be analysed by the Consultant as part of Phase 4. The contaminant must be measured and assessed against relevant guideline values where available. The findings of the analysis, along with all collected raw data must be reported to the Commonwealth by the Consultant in the Contamination Analysis and Assessment Report (the Report).
- 5.4.2. On acceptance of the final Report by the Commonwealth, the Consultant is responsible for the disposal of samples (excluding those provided to ANSTO).

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6. MILESTONES

6.1. The milestone dates for each deliverable are identified below:

Milestone	Responsible Party	Deliverable	Date of Delivery
Phase 1 – Program Plan	Consultant	Plan (.pdf or .docx)	Draft delivered as part of the tender response. Final + 5 Business Days from Contract Award Date.
Phase 2 – Sample Collection	Consultant	Sample Register	Per Approved Plan
Phase 3 – Delivery to ANSTO	Consultant	Record (.pdf or .docx)	Per Approved Plan
Phase 4 – Contamination Assessment and Report	Consultant	Report (.pdf or .docx)	Per Approved Plan

Table 3: Milestones

6.2. Progress Reporting

- 6.2.1. Within 5 Days of the Contract Award Date, the Consultant must make available Key People for a project initiation meeting to be attended by the Commonwealth Representative and Assistant Commonwealth representatives as well as ANSTO.
- 6.2.2. During the performance of the Works, the Consultant must facilitate fortnightly project meetings (Project Status Meeting) with the Commonwealth and ANSTO to discuss the status of the Works against the Plan and identify any risks to the achievement of the Deliverables.
- 6.2.3. During the performance of the Works, the Consultant must provide a fortnightly project report (Project Status Report) to the Commonwealth and ANSTO and track the status of the Works against the Plan and identify any risks to achievement of the Deliverables.
- 6.2.4. The cadence and content of the Project Status Meetings may be varied by the Commonwealth from time to time.
- 6.2.5. The Consultant must attend all other meetings as directed by the Commonwealth.

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7. QUALITY ASSURANCE

7.1. In undertaking the Phases of work listed above the Consultant is to ensure:

- 7.1.1. Documented and approved chain of custody procedures throughout the sample collection, measurement, analysis and storage processes;
- 7.1.2. ISO-17025 aligned procedures are used in the measurement laboratory;
- 7.1.3. Equipment used should be calibrated to traceable standards;
- 7.1.4. Sample records and data will be stored and retained in accordance with Government archive requirements; and
- 7.1.5. Sample collection, preparation and storage should be carried out using a method provided by the analytical laboratory which will conducting the measurements.

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8. REFERENCES

- [1] Soil & Groundwater Consulting. (2006). Environmental Site Assessment - Phase 1 & 2.
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Annex B - ANSTO Sample Requirements Environmental Baseline Contamination Assessment - Osborne

Nuclear Powered Submarine Taskforce

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MEASURE	ELEMENT	NUMBER OF SAMPLES	Sample Size and preservation (per Single sample. duplicate or triplicate sampling will require additional samples to be collected in the same way as described)	Analytical Turnaround	Estimated turnaround time for this project	Comments
TERRESTRIAL SOIL	Gamma suite K-40, Co-60, Cr-51, Mn-54, Co-58, Fe-59, Zn-65, Nb-95, Zr-95, At-125, I-131, Cs-134, Cs-137, HF-181, Ta-182, W-187, Pb-210, Ra-226, Ra-228, Th-232, Am-241 20% of the samples collected (8) to be also measured for the radiochemistry suite Fe-55, Ni-63, Sr-90, Pu-239+Pu-240	150	500 g equivalent dry weight Double zip-lock bagged Immediate preservation: Refrigerated to 4°C for storage and transport Long term preservation: samples will be sieved thru 2mm sieved, oven dried @80°C and further pulverised to uniform grain size and stored at room temp	Gamma spectrometry 6 months (24 hr count time, 3 LL detectors, 3 wk hold for secular equilibrium) Radiochem 6 months (Sr-90, Fe-55, Ni-63, Pu-239+240, U and Th isotopes)	13 months	TAT greater if Lower limits of detection required.
TERRESTRIAL GROUNDWATER	Gamma Suite K-40, Co-60, Cr-51, Mn-54, Co-58, Fe-59, Zn-65, Nb-95, Zr-95, At-125, I-131, Cs-134, Cs-137, HF-181, Ta-182, W-187, Pb-210, Ra-226, Ra-228, Th-232, Am-241 Radiochemistry Suite GAB, H-3, U and Th isotopes 50% or all unfiltered samples only for Sr-90, Fe-55, Ni-63 and Pu-239+240	8	Filtered samples 0.45 µm filtered 5L in pre-rinsed HDPE jerrycan bottle Immediate preservation: Acidified to pH<2 with HNO3 Refrigerated to 4°C for storage and transport Long term preservation: samples will be checked for pH and stored @4°C prior to analysis Unfiltered samples 5L in pre-rinsed HDPE jerrycan bottle Immediate preservation: Acidified to pH<2 with HNO3 Refrigerated to 4°C for storage and transport Long term preservation: samples will be checked for pH and stored @4°C prior to analysis	GAB 6 weeks Gamma Spectrometry 2 months (24 hr count time, 3 LL detectors, 3 wk hold for secular equilibrium) Radiochem 2 months (GAB, H-3, U and Th isotopes)	2 months	TAT greater if Lower limits of detection required. What radionuclides by alpha spec?
MARINE WATER	H-3, U and Th isotopes, Fe-55, Ni-63, Sr-90, Po-210, Pu-239+Pu-240 Gamma suite K-40, Co-60, Cr-51, Mn-54, Co-58, Fe-59, Zn-65, Nb-95	64	Samples split into filtered samples <0.45 µm and residue (particulate) fractions 5L in pre-rinsed HDPE jerrycan bottle Immediate preservation: Acidified to pH<2 with HNO3 Refrigerated to 4°C for storage and transport Long term preservation: samples will be checked for pH and stored @4°C prior to analysis Unfiltered samples 5L in pre-rinsed HDPE jerrycan bottle Immediate preservation: Acidified to pH<2 with HNO3 Refrigerated to 4°C for storage and transport Long term preservation: samples will be checked for pH and stored @4°C prior to analysis	Radiochem 3 months per collection (H-3, U and Th isotopes, Po-210, Sr-90, Fe-55, Ni-63, Pu-239+240) Gamma Spectrometry 2 months per collection (24 hr count time, 3 LL detectors, 3 wk hold for secular equilibrium)	2 months per collection	TAT greater if Lower limits of detection required.
MARINE SEDIMENT	Gamma suite K-40, Co-60, Cr-51, Mn-54, Co-58, Fe-59, Zn-65, Nb-95, Zr-95, At-125, I-131, Cs-134, Cs-137, HF-181, Ta-182, W-187, Pb-210, Ra-226, Ra-228, Th-232, Am-241 50% of the samples collected (20) to be also measured for the radiochemistry suite Fe-55, Ni-63, Sr-90, Pu-239+Pu-240, U and Th isotopes	40	500 g equivalent dry weight Double zip-lock bagged Immediate Preservation: Refrigerated to 4°C for storage and transport Long Term Preservation: samples will be sieved thru 2mm sieved, oven dried @80°C and further pulverised to uniform grain size and stored at room temp	Gamma spectrometry 3 months (sample prep, 24 hr count time, 3 LL detectors, 3 wk hold for secular equilibrium) Radiochem 2 months (Sr-90, Fe-55, Ni-63, Pu-239+240, U and Th isotopes, Po-210)	3 months per collection	TAT greater if Lower limits of detection required.
FLORA AND FAUNA (potentially for seagrass opportunistic collection)	Gamma suite K-40, Co-60, Cr-51, Mn-54, Co-58, Fe-59, Zn-65, Nb-95, Zr-95, At-125, I-131, Cs-134, Cs-137, HF-181, Ta-182, W-187, Pb-210, Ra-226, Ra-228, Th-232, Am-241. Radiochemistry suite Required U & Th isotopes, Sr-90, Po-210. Potentially not required Fe-55, Ni-63, Sr-90, Pu-239+Pu-240.	TBA (approx 20)	Plant Tissue (e.g. grain, fruit, terrestrial and aquatic plants) 500 g equivalent dry weight Double zip-lock bagged Immediate Preservation: Refrigerated to 4°C for storage and transport OR freeze dried Long Term Preservation: samples will be freeze dried and pulverised and stored at room temp Animal Tissue (e.g. mussels, fish, higher order species) 500 g equivalent dry weight Double zip-lock bagged Immediate Preservation: Frozen to -18°C for storage and transport OR freeze dried Long Term Preservation: samples will be freeze dried and pulverised and stored at room temp	Gamma spectrometry 2 months (24 hr count time, 3 LL detectors, 3 wk hold for secular equilibrium) Radiochem required RNs 2 months (U and Th isotopes, Po-210, Sr-90) Radiochem potential RNs 2 months (Fe-55, Ni-63, Pu-239+240)	3 months per collection	TAT greater if Lower limits of detection required. ANSTO might have a challenge handling biota. Many measurement labs are not equipped to handle biological hazards (i.e. undertake dissections or handle flesh samples)

Sample GANTT CHART

Sampling Type	Task	Month 0	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Month 13	Month 14	Total samples	Analytes	Work carried out by	Estimated Turnaround Time
TERRESTRIAL SOIL	Terrestrial soil/sediment sampling - Sample collection		Flexible																3rd party contractor	
	Terrestrial soil/sediment sampling - Radionuclide analysis																150 for gamma analysis 30 samples RN which require radiochemistry	Gamma suite: K-40, Co-60, Cr-51, Mn-54, Co-58, Fe-59, Zn-65, Nb-95, Zr-95, At-125, I-131, Cs-134, Cs-137, HF-181, Ta-182, W-187, Pb-210, Ra-226, Ra-228, Th-232, Am-241	ANSTO	13 months
	Terrestrial soil/sediment sampling - Chemical analysis																	Metals and metalloids via ICP-MS/OES (Na, Mg, Al, Ca, Se, V, Cr, Mn, Co, Ni, Cu, Zn, As, Sc, Sr, Mo, Ag, Cd, Sb, Ba, La, Eu, Ho, Yb, Tl, Pb)	3rd party contractor	
TERRESTRIAL GROUNDWATER	Terrestrial groundwater - Sample collecting					Flexible													3rd party contractor	
	Terrestrial groundwater - Radionuclide analysis																4 annually	Gamma suite: K-40, Co-60, Cr-51, Mn-54, Co-58, Fe-59, Zn-65, Nb-95, Zr-95, At-125, I-131, Cs-134, Cs-137, HF-181, Ta-182, W-187, Pb-210, Ra-226, Ra-228, Th-232, Am-241	ANSTO	2 months per collection
	Terrestrial groundwater - Chemical analysis																	Metals and metalloids via ICP-MS/ICP-OES (Na, Mg, Al, Ca, Se, V, Cr, Mn, Co, Ni, Cu, Zn, As, Sc, Sr, Mo, Ag, Cd, Sb, Ba, La, Eu, Ho, Yb, Tl, Pb, Th, U)	3rd party contractor	
MARINE WATER	Marine waters - Sampling		Spring Sampling			Summer Sampling			Autumn Sampling										3rd party contractor/ potentially SA-EPA	
	Marine waters - Radionuclide analysis																16 per collection (64 total)	Gamma suite: K-40, Co-60, Cr-51, Mn-54, Co-58, Fe-59, Zn-65, Nb-95, Zr-95, At-125, I-131, Cs-134, Cs-137, HF-181, Ta-182, W-187, Pb-210, Ra-226, Ra-228, Th-232, Am-241	ANSTO	2 months per collection
	Marine waters - Chemical analysis																	Metals and metalloids via ICP-MS/ICP-OES (Na, Mg, Al, Ca, Se, V, Cr, Mn, Co, Ni, Cu, Zn, As, Sc, Sr, Mo, Ag, Cd, Sb, Ba, La, Eu, Ho, Yb, Tl, Pb, Th, U)	3rd party contractor	
MARINE SEDIMENT	Marine sediments - Sampling					Biannual (Summer sampling)													3rd party contractor	
	Marine sediments - Radionuclide analysis																8 per collection (16 total) 4 per collection for RN which require radiochemistry	Gamma suite: K-40, Co-60, Cr-51, Mn-54, Co-58, Fe-59, Zn-65, Nb-95, Zr-95, At-125, I-131, Cs-134, Cs-137, HF-181, Ta-182, W-187, Pb-210, Ra-226, Ra-228, Th-232, Am-241	ANSTO	3 months per collection
	Marine sediments - Chemical analysis																	Metals and metalloids via ICP-MS/OES (Na, Mg, Al, Ca, Se, V, Cr, Mn, Co, Ni, Cu, Zn, As, Sc, Sr, Mo, Ag, Cd, Sb, Ba, La, Eu, Ho, Yb, Tl, Pb)	3rd party contractor	

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NON DISCLOSURE AGREEMENT - COMPANY

This Deed Poll is made on **(INSERT DATE)** by:

(INSERT NAME OF CONFIDANT AND ACN/ARBN AND ABN AS APPLICABLE) ('the Confidant') in favour of the Commonwealth of Australia as represented by the Department of Defence ABN 68 706 814 312 ('the Commonwealth') and the Relevant Third Party.

RECITALS:

- A. The Confidant will receive or have access to Confidential Information belonging to the Commonwealth or the Relevant Third Party.
- B. The Commonwealth requires and the Confidant agrees that it is necessary to take all necessary steps (including the execution of this Deed Poll for the benefit of the Commonwealth and the Relevant Third Party) to ensure that the Confidential Information is kept confidential, is not disclosed to any party that is not authorised to receive it and is only used for the Permitted Purposes.

OPERATIVE PROVISIONS

1. ACKNOWLEDGEMENT

- 1.1 The Confidant acknowledges the truth and accuracy of the statements in the Recitals in every particular.

2. DEFINITIONS

- 2.1 In this Deed Poll, unless the contrary intention appears:

'Permitted Purposes' means:

- a. the purposes described in Attachment A to this Deed Poll; and
- b. any other purpose that may be approved in writing by the Commonwealth from time to time.

'Personnel' means any officer, employee, agent, adviser or independent contractor of the Confidant.

'Confidential Information' means information (whether or not owned by the Commonwealth or a Relevant Third Party) that:

- a. is described in Attachment A to this Deed Poll;
 - b. is by its nature confidential; and
 - c. the Confidant knows or ought to know is confidential,
- but does not include information which:
- d. is or becomes public knowledge other than by breach of this Deed Poll;
 - e. is in the lawful possession of the Confidant without restriction in relation to disclosure before the date of receipt from the disclosing party; or
 - f. has been independently developed or acquired by the Confidant.

'Relevant Third Party' means each entity, if any, described in Attachment A to this Deed Poll, or as notified to the Confidant by the Commonwealth from time to time.

'Working Day' in relation to the doing of an action in a place means any day other than a Saturday, Sunday or public holiday in that place.

3. INTERPRETATION

- 3.1 In this Deed Poll, unless the contrary intention appears:

- a. headings are for the purpose of convenient reference only and do not form part of this Deed Poll;
- b. the singular includes the plural and vice versa;
- c. a reference to a person includes a body politic, body corporate or a partnership;

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- d. if the last day of any period prescribed for the doing of an action falls on a day which is not a Working Day, the action shall be done no later than the next Working Day;
- e. a reference to an Act is a reference to an Act of the Commonwealth, State or Territory of Australia, as amended from time to time, and includes a reference to any subordinate legislation made under the Act;
- f. a reference to a clause includes a reference to a subclause of that clause;
- g. the word 'includes' in any form is not a word of limitation; and
- h. a reference to a party includes that party's administrators, successors, and permitted assigns, including any person to whom that party novates any part of this Deed Poll.

4. UNDERTAKINGS OF NON DISCLOSURE

4.1 The Confidant:

- a. acknowledges and agrees that this Deed Poll is for the benefit of the Commonwealth and any Relevant Third Party and is directly enforceable by the Commonwealth and any Relevant Third Party, even though they are not parties to this Deed Poll;
- b. shall ensure that the Confidential Information is kept confidential and secure from disclosure to any person not authorised to receive the Confidential Information;
- c. shall only use the Confidential Information for the Permitted Purposes;
- d. shall not without the prior written consent of the Commonwealth, disclose or permit any person to disclose any of the Confidential Information to any person, other than its Personnel who:
 - (i) have a need to know and access the Confidential Information in order for the Confidant to carry out the Permitted Purposes; and
 - (ii) where required by the Commonwealth, have executed a similar undertaking to this Deed Poll in favour of the Commonwealth and each Relevant Third Party,and the Commonwealth may grant or withhold its consent in its discretion; and
- e. shall promptly notify the Commonwealth of any unauthorised possession, disclosure or use of the Confidential Information contrary to this Deed Poll, and take all steps necessary to prevent the recurrence of such possession, disclosure or use.

4.2 The restrictions imposed by this Deed Poll in relation to Confidential Information will not apply to the disclosure by the Confidant or its Personnel of any Confidential Information to the extent it is required to be disclosed by law or court order.

4.3 The Confidant acknowledges that it may be provided with the ability to access Commonwealth-held information (in addition to the Confidential Information) in connection with its performance of the Permitted Purposes, including through access to Commonwealth information technology systems. Without limiting the Confidant's other obligations under this Deed Poll or otherwise at law, the Confidant shall not seek to access or use Commonwealth-held information except to the extent strictly required to undertake the Permitted Purposes.

5. CONFIDANT'S REPRESENTATIVES

- 5.1 The Confidant shall ensure that its Personnel (whether or not still employed or engaged in that capacity) do not do or omit to do anything which, if done or omitted to be done by the Confidant, would be a breach of the Confidant's obligations under this Deed Poll.
- 5.2 The Confidant shall give the Commonwealth all assistance it reasonably requires to take any action or bring any proceedings for breach of the undertaking contained in clause 5.1.

6. RETURN OF PROTECTED INFORMATION

6.1 Without limiting the Confidant's obligations at law, the Confidant shall deliver to the Commonwealth, or destroy or erase, as required by the Commonwealth, all documents and any other material (including electronically stored or otherwise) in its possession, power or control which contain or relate to the Confidential Information.

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- 6.2 The Confidant shall ensure that its Personnel and each person to whom it (or its Personnel) has disclosed any Confidential Information comply with the requirements of this clause 6 as if personally bound by it.
- 6.3 Return or destruction of any Confidential Information does not release the Confidant from its obligations under this Deed Poll.

7. CONSEQUENCES OF BREACH

- 7.1 Without limiting the Commonwealth's rights under this Deed Poll or otherwise at law, the Confidant agrees that if it fails to comply with its obligations under this Deed Poll (including clause 4.3) the Commonwealth may, in its discretion, do any one or more of the following:
- a. immediately revoke the Confidant's ability to access information held by the Commonwealth, including information which is accessible using the Commonwealth's information technology systems;
 - b. terminate for default, or otherwise, any contract or other arrangement with the Confidant in connection with the Permitted Purposes; and
 - c. require the Confidant to take such further steps (including the provision of further undertakings) as the Commonwealth reasonably considers necessary to seek to avoid, or minimise, the impacts on the Commonwealth of the Confidant's breach of this Deed Poll.

8. INDEMNITY

- 8.1 The Confidant indemnifies the Commonwealth and the Relevant Third Party, their officers, employees and agents against all liability or loss (including loss of profits) arising directly or indirectly from, and any costs, charges and expenses (including the cost of settling any action) arising or incurred in connection with:
- a. any breach by the Confidant of this Deed Poll; or
 - b. any act or omission by any of the Confidant's Personnel which, if done or omitted to be done by the Confidant, would breach the Confidant's obligations under this Deed Poll.
- 8.2 The Commonwealth holds the benefit of the indemnity under clause 8.1 in trust for each Relevant Third Party, and the Confidant acknowledges and agrees that each Relevant Third Party may also enforce the indemnity against the Confidant in its own name.

9. INJUNCTIVE RELIEF

- 9.1 The Confidant acknowledges that damages may not be a sufficient remedy for the Commonwealth or a Relevant Third Party for any breach of this Deed Poll and that the Commonwealth and each Relevant Third Party is entitled to injunctive relief (as appropriate) as a remedy for any breach or threatened breach by the Confidant, in addition to any other remedies available at law or in equity.

10. WAIVER

- 10.1 Failure by the Commonwealth or a Relevant Third Party to enforce a provision of this Deed Poll shall not be construed as in any way affecting the enforceability of that provision or this Deed Poll as a whole.

11. REMEDIES CUMULATIVE

- 11.1 The rights and remedies provided under this Deed Poll are cumulative and not exclusive of any rights or remedies provided by law or any other such right or remedy provided under any other deed or agreement.

12. APPLICABLE LAW

- 12.1 The laws of **Australian Capital Territory (ACT)** shall apply to this Deed Poll. The courts of that State or Territory shall have non-exclusive jurisdiction to decide any matter arising out of this Deed Poll.

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13. NOTICES

13.1 Unless the contrary intention appears, any notice under this Deed Poll shall be effective if it is in writing and sent from and delivered to the Commonwealth or Confidant, as the case may be, at the following address:

- a. **Department of Defence, Building 10, Brindabella Business Park, taskforce.infrastructure@defence.gov.au** ; or
- b. **[INSERT CONFIDANT'S POSTAL ADDRESS, FAX NUMBER AND EMAIL ADDRESS].**

13.2 A notice shall be deemed to have been delivered:

- a. if hand delivered, when received at the address;
- b. if sent by prepaid post, in three Working Days when sent within Australia and in eight Working Days when sent by air mail from one country to another;
- c. if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the total number of pages of the notice, unless within one Working Day after that transmission, the recipient informs the sender that it has not received the entire notice; or
- d. If sent as an email, when the email enters the recipient's information system, unless the sender's information system receives a message within one Working Day that the email has not been delivered to the recipient,

but if the receipt, transmission or entry into the information system is not on a Working Day or is after 5.00pm (recipient's local time) on a Working Day, the notice is deemed to be delivered at 9.00am (recipient's local time) on the next Working Day.

14. TERMINATION AND AMENDMENT

14.1 This Deed Poll shall not be unilaterally terminated or amended unless such termination or amendment is reduced to writing and agreed in writing by the Commonwealth.

EXECUTED AS A DEED POLL

(...INSERT CONFIDANT'S EXECUTION CLAUSE...)

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ATTACHMENT A

1. CONFIDENTIAL INFORMATION

All information that is supplied by the Commonwealth to the Confidant as part of the tender process and in connection with the Services as described under the relevant statement of work and that may form part of any resultant Contract with the Confidant.

All information supplied to the Confidant during the delivery of Services under Contract to the Commonwealth in relation to the Services and Works as described under the relevant statement of work.

2. PERMITTED PURPOSES

Permitted Purposes for the use of Confidential Information are only those as described under the relevant tender or statement of work.

3. RELEVANT THIRD PARTY

The authors of reports supplied under the tender particulars detailed as Contract Documentation as laid out in the statement of work.