

**CM13.1. Albury Airport - Security Screening Contract No. 22/01165**

<b>DATE</b>	4 November 2022	<b>FIL REFERENCE</b>	FIL22/01165
<b>CONFIDENTIAL</b>	No		
<b>FURTHER ENQUIRIES</b>	Ambrose Glass Service Leader Business and Lifestyle	<b>PHONE</b>	6023 8111
<b>AUTHOR</b>	Nick Politis		

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**Purpose of Report**

To recommend a preferred contractor for the provision of aviation security screening services to carry out passenger screening, checked baggage screening and cargo examination at Albury Airport.

**Background**

Albury Airport is a security-controlled airport and is required to comply with the Aviation Transport Security Act 2004, Aviation Transport Security Regulations 2005 and subsidiary aviation notices. These requirements necessitate the screening of all passengers, checked baggage and cargo examination for aircraft that are regular public transport, open charter and have an aircraft seating capacity of 40 or more persons. Additionally, the airport is required under the regulations to examine cargo for transportation aircraft that have a seating capacity of 40 or more persons or a certified maximum take-off weight of 20,000KG or more.

In giving effect to these responsibilities, AlburyCity currently has a contract with Sydney Night Patrol & Inquiry Co Proprietary Limited (SNP) to provide all required security screening services, with Council supplying all necessary infrastructure and equipment to be used for the screening of passengers, checked baggage and examination of cargo. The operational costs associated with the provision of aviation security screening services at Albury Airport are passed onto the airlines. Each aircraft that requires security screening is charged an amount based on the number of available seats in the departing aircraft. The costs are reviewed annually and adjusted according to cost to serve and number of annual departing seats. This ensures that screening services are cost neutral to Council.

SNP have provided aviation security screening services at Albury Airport since December 2008 under a two-year contracted period. In November 2010 Council resolved to appoint SNP for an additional contracted three-year period, which was later followed by Council exercising a contract extension option for a further three-year period. At the conclusion of the aforementioned contract, Council undertook a new tender for the provision of security screening services at Albury Airport on 2 September 2016, with Council resolving to select the incumbent for a further five-year period. This latest contract was extended by 12 months to 17 January 2023 as a result of the pandemic, transitioning to the new enhanced screening equipment, implementation of new security screening officer qualifications, involving holding a Certificate II Transport Security Protection qualification and 40 hours on-the-job training, and the introduction of the Regulated Air Cargo Agent Scheme. The conclusion of this extension provides no further options for contract extension within the existing contract.

The core scope of the tender requires the tenderer to provide all necessary labour to carry out:

- Passenger screening
- Checked baggage screening; and
- Cargo examination.

In addition to the core activities, successful tenderers must also include the following activities be undertaken whilst performing the service:

- General security and roving patrols
- Airside and perimeter patrols
- Crowd control
- Parking and traffic control
- Training
- Administrative duties
- Liaison with security equipment service providers for troubleshooting and maintenance
- Supervise and escort works personnel; and
- Spot cleaning of departures lounge.

Tenderers were invited for Contract No. 22/01165 *Albury Airport Security Screening Services*. The tender was advertised in the Sydney Morning Herald, Border Mail and placed on Tenderlink. Tenders closed at 12 noon on Tuesday 11 October 2022.

Tenders were invited in a Schedule of Rates format, with requested pricing based on forecasted flight schedules over a four-year period.

### **Tender Assessment**

At the close of tenders, submissions were received from the following seven companies:

- Jaclak Proprietary Limited, trading as Border Security (Albury, NSW)
- Dawson Family Enterprises Proprietary Limited, trading as Surefire Security Group (Albury, NSW)
- Golden Eagle Security Proprietary Limited (Fairfield, NSW)
- Millennium Security Specialist Services Proprietary Limited (Baulkham Hills, NSW)
- MSS Security Proprietary Limited (Silverwater, NSW)
- Sydney Night Patrol & Inquiry Co Proprietary Limited (West Ryde, NSW); and
- Premier Protection Services (Australia) Proprietary Limited (Mulwala, NSW).

All tenders were evaluated in accordance with Council's Procurement Policy and Guidelines. The Assessment Panel for the tender comprised of Team Leader Airport Operations – Nick Politis, Facilities Services Officer – David Elliot, and Procurement Sourcing Coordinator – Brooke Starkey.

### Conformity Check

A conformity assessment was undertaken to ensure all submissions received were in accordance with the contract documentation and specification.

Company	Pricing Details	Supporting Information	Workplace Health & Safety (WHS) Documentation	Comment
Border Security	✓	X	✓	Non-conforming
Surefire Security Group	✓	✓	✓	Conforming
Golden Eagle Security	X	X	X	Non-conforming
Millennium Security Specialist Services	✓	✓	✓	Conforming
MSS Security	✓	✓	✓	Conforming
Sydney Night Patrol & Inquiry Co (SNP)	✓	✓	✓	Conforming
Premier Protection Services	✓	X	✓	Non-conforming

As indicated above, the submissions from Surefire Security Group, Millennium Security Specialist Services, MSS Security and SNP were assessed as conforming tenders. SNP is currently WHS registered with Council with other companies demonstrating the requirements to become WHS registered with Council.

The Request for Tender stipulated that tenderers must have and maintain an insurance policy that is relevant to the provision of the services. The submissions from Border Security, Golden Eagle Security and Premier Protection Services were assessed as non-conforming. Border Security did not have the required public liability insurance to operate at an airport. Golden Eagle Security did not complete any pricing details, supporting information and WHS documentation. Premier Protection Services did not have the required public liability insurance to operate at an airport.

### Qualitative Assessment

A qualitative assessment considered a range of issues including:

- past performance – including referee checks, relevant experience and expertise in performing same or similar service
- methodology and program – service methodology and proposed program
- capacity – current and future commitments and workload
- capability – including availability of resources, equipment, and contract management capabilities; and
- benefit to local region – social and community benefit to the Albury/Wodonga region.

A summary of the quality assessment for each tender is provided below in order of highest to lowest scores.

<b>Company</b>	<b>Past Performance (20%)</b>	<b>Methodology &amp; Program (10%)</b>	<b>Capacity (30%)</b>	<b>Capability (30%)</b>	<b>Local Benefit (10%)</b>	<b>Total Qualitative Score</b>
<b>SNP</b>	13	7	26	22	8	76
<b>MSS Security</b>	15	6	16	18	3	58
<b>Surefire Security Group</b>	5	6	12	12	7	42
<b>Millennium Security Specialist Services</b>	4	2	10	10	3	29

**SNP** is a national security company based in West Ryde, NSW. SNP has a presence at nine airports across Australia providing a range of aviation security-related services at both Capital and Regional airports. SNP has been the incumbent service provider to Albury Airport since 2010.

Reference checks on SNP provided an average rating of superior in all relevant areas. Commentary considered their overall service management, cooperation level and quality of service as standout features of their aviation security screening services.

SNP provided a detailed methodology and program that addressed all the service requirements specified in the tender to conduct airport security screening operations. SNP methodology included two options for additional ad hoc services as requested within the tender.

SNP's national workforce is resourced with a team holding relevant qualifications suitable for aviation security screening services. Being the incumbent, SNP's workforce at Albury Airport holds all the relevant qualifications required to provide aviation security screening services at Albury Airport in line with legislative and regulatory requirements.

SNP has over 54 years of experience in aviation security and provides these services to a number of regional airports in Australia. SNP has previously, and propose again, to subcontract this service to Cross Border Security who is an Albury-based business that employs over 30 people from the Albury Wodonga region to provide both aviation and traditional security services. SNP propose to employ 100% of their workforce, through Cross Border Security, from the Albury Wodonga region for this service and propose to source no materials or plant and equipment from the Albury Wodonga region for this service.

SNP provide financial sponsorship to the Albury Wodonga Aboriginal Health Services Men's Shed and provide free security services, through Cross Border Security, to the Winter Solstice, Survivors of Suicide Friends event. SNP have joined the Hidden Disabilities Sunflower program with their current workforce at Albury Airport all trained to support those with hidden disabilities.

**MSS Security** are a national security company based in Silverwater, NSW. MSS Security has a presence in 20 airports across Australia providing a range of aviation security-related services at both capital and regional airports. MSS Security also provides traditional security services to the Federal Circuit and Family Court of Australia including the Court in Albury.

Reference checks on MSS Security provided an average rating of good in all relevant areas. Commentary considered their worksite safety and time management as a standout feature of their aviation security screening services.

MSS Security provided a detailed operational methodology that included a comprehensive transition plan, communications plan, and training plan. Based on MSS Security's submission they addressed all the service requirements specified in the tender to conduct airport security screening operations.

MSS Security's national workforce is resourced with a team holding security relevant qualifications suitable for aviation security screening services. MSS Security submission proposed to recruit 80% of the incumbent aviation security officers and aim to commence recruitment if chosen as the preferred supplier.

MSS Security has over 30 years' experience in aviation security screening and provides these services to 18 regional airports in Australia. MSS Security proposes to employ 100% of its workforce from the Albury Wodonga region for this service and proposes to source no materials or plant and equipment from the Albury Wodonga region for this service. Based on MSS Security's submission they have no plans to provide sponsorship to the region's sporting groups or community organisations if chosen as the preferred service provider.

**Surefire Security Group** are a locally owned and operated company that provides security services to the Albury Wodonga region, Wangaratta, Benalla, and Yarrawonga. Additionally, Surefire Security Group operates an aviation business, trading as Sureflight Australia, located at Albury Airport that provides flight training, air transportation and ground-based aviation services.

Reference checks on Surefire Security Group provided an average rating of good in all relevant areas. Commentary considered their communication and cooperation level as a standout feature of their security service delivery.

Whilst Surefire Security Group have no direct airport security screening contract experience, they provided a methodology and program that addressed all the service requirements specified in the tender to conduct airport security screening operations. They nominated to use a software platform for overall management of the contract services.

Surefire Security Group's workforce is resourced with a team holding security-related qualifications suitable for non-aviation security screening services. Surefire Security Group submission proposed to undertake training and seek to employ existing airport screening staff if successful. In accordance with the Department of Home Affairs Screener Accreditation Scheme requirements, it is highly unlikely based on Surefire Security Group's submission they would be able to train and meet the regulatory standards prior to commencing the contract.

Surefire Security Group has been established in Albury Wodonga for 13 years. Surefire Security Group proposes to employ 100% of its workforce from the Albury Wodonga region for this service and propose to source 98% of materials, plant and equipment from the Albury Wodonga region for this service. Surefire Security Group do not provide local sponsorship but provide support to the Kirinari Community Services through their Managing Director who sits on the Kirinari board.

**Millennium Security Specialist Services** are located in Baulkham Hills, NSW. Millennium Security Specialist Services has a national presence and offers traditional security services to shopping centres, data centres and metro Sydney rail stations. Millennium Security Specialist Services currently provide security services to Myer Centrepoin in Albury.

Reference checks on Millennium Security Specialist Services provided an average rating of good in all relevant areas. Commentary considered their worksite safety and quality of service as a standout feature of their security services.

Millennium Security Specialist Services have no direct airport security screening contract experience, and they provided a methodology and program that did not address the service requirements specified in the tender to conduct airport security screening operations.

Millennium Security Specialist Services submission identified none of their workforce holding the required aviation security screening qualifications. Millennium Security Specialist Services proposed to conduct an external recruitment campaign in addition to engaging the incumbent personnel if chosen as the preferred service provider. In accordance with the Department of Home Affairs Screener Accreditation Scheme requirements, it is highly unlikely based on Millennium Security Specialist Services' submission that they would be able to recruit the required workforce to meet the regulatory standards prior to commencing the contract.

Millennium Security Specialist Services have a primary office in Baulkham Hills, NSW and another office in Fyshwick, ACT. Millennium Security Specialist Services propose to employ 95% of their workforce from the Albury Wodonga region for this service and propose to source 80% of materials, plant and equipment from the Albury Wodonga region for this service. Millennium Security Specialist Services do not provide local sponsorship but are willing to participate in community activities and fundraisers if chosen as the preferred supplier.

### **Quantitative Assessment (100%)**

The quantitative assessment is the evaluation of the financial part of each tender and required the submission of a 'schedule of rates,' subject to rise and fall provisions. All submissions provided a schedule of their hourly rates (including GST) based on the minimum staffing tender requirements. Tendered rates for the shortlisted tenders have been further assessed on a 400 hour week sample to ensure a consistent assessment of each tender as well as a comparison of individual tendered rates.

Company	Estimated 12 month Value (including GST)	Estimated Total Contract Value (including GST)	Rating (100)
SNP	\$1,375,504	\$5,502,016	100
MSS Security	\$1,556,614	\$6,642,595	83
Surefire Security Group	\$1,487,200	\$7,287,280	76
Millennium Security Specialist Services	\$2,082,650	\$10,413,251	53

The 12-month budget allocation for the service is \$1,200,000 including GST with a forecast total contract budget of \$5,000,000 including GST, all submissions exceeded the allocated budget. The variation in budget can be attributed to rising costs for insurance and as a result of the Screening Accreditation Scheme.

As detailed above, the submission from SNP was the most effective with the estimated total contract value being \$1.1M (21%) more favourable than MSS Security, \$1.8M (33%) more favourable than Surefire Security Group, and \$5M (89%) more favourable than Millennium Security Specialist Services. Shortfalls in funding can be accommodated by adjustments in the March Quarter Budget Review and adjusting Security Charges that have remained unchanged for over three years.

### Risk

- **Business Risk** – The provision of aviation security screening at Albury Airport is mandatory as part of Aviation Transport Security Regulations 2005. The high costs of these specialist services can be treated through close management of the service provision to tightly align with flight schedules and adjusting cost recovery where necessary. These risk treatments reduce the overall risk to low.
- **Corporate Risk** – Maintaining a secure and safe aviation network is a critical requirement for air transportation. Additionally, compliance and successfully passing stringent biannual testing by the Department of Home Affairs contributes to Albury Airport's brand as a reputable airport in meeting the high standards and regulations for aviation security. This also aligns to the Towards Albury 2050 outcomes of *Albury has an accessible, integrated transport network that connects or city through safe and efficient travel options* and *Albury is a safe, inclusive and accessible region for our entire community*. Shortfalls in meeting the regulations can be treated through retraining, revision of procedures and collaboration with Department of Home Affairs. These risk treatments reduce the overall risk to low.
- **WHS and Public Risk** – WHS risks related to this service will be treated in accordance with AlburyCity procedures. The contractor will be WHS registered with AlburyCity and will be required to implement relevant Safe Work Method Statements. These risk treatments reduce the overall risk to low.

- **Environmental Risk** – Environmental risks for the conduct of the aviation screening services are deemed to be negligible, with contract operation to be conducted in line with AlburyCity policies. Where environmental risks are identified in the conduct of the aforementioned services, procedures will be followed to ensure appropriate actions are undertaken to resolve any shortfalls.
- **Delivery Program Risk** – There is a risk that security qualification training and accreditation may not be available immediately. This risk is mitigated by the preferred tenderer having access to appropriately qualified staff.

### Community Engagement

The delivery of aviation security screening services is a legislative requirement that is heavily regulated. Additionally, these services also align to the Towards Albury 2050 outcomes of *Albury has an accessible, integrated transport network that connects our city through safe and efficient travel options* and *Albury is a safe, inclusive and accessible region for our entire community*. Our travelling community regularly engage with aviation security screening services when departing from Albury Airport therefore community expectation is Albury Airport contribute to a secure and safe air transport network.

### Summary

The scoring for the qualitative and quantitative assessment is summarised in the following table:

Company	Quantitative	Qualitative
SNP	100	76
MSS Security	83	58
Surefire Security Group	16	42
Millennium Security Specialist Services	53	29

SNP provided the most competitive tender, being \$1.1M more favourable than the second most competitive quote, MSS Security, over the total contract period. Submissions from SNP and MSS Security were considered to represent market value with SNP being the best.

The qualitative assessment revealed that the tenders from both SNP Security and MSS Security were able to demonstrate experience, best-practice methodologies and quality of service. The submission from MSS Security relied heavily on the incumbent workforce to transition and offered limited benefit to the community. SNP's submission scored higher on the basis they met the workforce requirements and contributed both financial and in-kind services to the community.

Based on the qualitative and quantitative assessments, it is assessed that the submission from SNP provides the best value proposition for AlburyCity.



## **Conclusion**

Albury Airport is a security-controlled airport regulated in accordance with the Aviation Transport Security Act 2004 and the Aviation Transport Security Regulations 2005. In giving effect to these responsibilities, AlburyCity requires a suitably skilled and qualified contract labour workforce to undertake the screening of all passengers, checked baggage and cargo for transportation aircraft that have a seating capacity of 40 or more persons or a certified maximum take-off weight of 20,00KG or more. With the current contract due to expire on 17 January 2023, AlburyCity released a new tender for the provision of security screening services at Albury Airport on 20 September 2022.

The qualitative assessment component of the tender evaluation identified four of the seven tender submissions suitable for shortlisting. Further evaluation identified the incumbent SNP were able to demonstrate a superior degree of skills, experience, best-practice methodologies, necessary resources and quality of service. The quantitative assessment highlighted SNP provided the best value for money over the four-year contract period based on the minimum staffing levels at 400 hours per week. SNP tender submission was 21% more favourable than the next competitive submission, being MSS Security, which represents an annual saving of ~\$275K.

## **Recommendation**

That Council accepts the tender from Sydney Night Patrol & Inquiry Co for Contract No. 22/01165 *Albury Airport Security Screening Services* for a four-year period with an estimated contract value of \$5,502,016.00 (including GST).

## **Attachments**

1. Request for Tender – Airport Security Screening Services – Part A Section 1-3 (DOC22/198955).



AlburyCity

<b>Part Reference:</b>	PART A – REQUEST FOR TENDER (RFT)
<b>RFT Number:</b>	22/01165
<b>RFT Title:</b>	Albury Airport Security Screening Services
<b>Tender Coordinator:</b>	<p><b>Primary Tender Coordinator</b></p> <p>Contact: <b>Nick Politis</b> Phone: <b>02 6023 8111</b></p> <p><b>Secondary Tender Coordinator</b></p> <p>Contact: <b>Carmel Hilton</b> Phone: <b>02 6023 8111</b></p>
<b>Non-Compulsory Site Inspection</b>	<p>A Site inspection has been scheduled for prospective Tenderers.</p> <p>This will begin at <b>121 Airport Drive</b>, Albury at <b>1:00PM</b> on <b>Tuesday 27 September 2022</b>.</p> <p>Interested Tenderers are required to travel by their own means to the Site.</p> <p>If requested by prospective Tenderers, an alternative date for a Site inspection may be made available.</p>
<b>Tender Lodgement Closing Time:</b>	12:00 NOON Tuesday 11 October 2022
<b>Address for Delivery:</b>	<p><b>Electronic Submission</b></p> <p>Quotations marked '<b>22/01165 – Albury Airport Security Screening Services</b>' may be submitted electronically via <b><a href="http://www.tenderlink.com/albury">www.tenderlink.com/albury</a></b> by the Closing Time.</p>

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## **SECTION 1 – TENDER OVERVIEW & SCOPE**

### **1.1 INTRODUCTION**

AlburyCity Council invites suitably qualified Contractors to submit a Tender for the provision of Airport Security Screening services to Council upon the conditions detailed in this Request for Tender (RFT). This Tender is conducted in accordance with the requirements of Council's Procurement Policy.

The Contract is a Schedule of Rates Contract and is subject to rise and fall provisions. This Contract will be governed by the conditions of Contract for Supply of Services. Refer Attachment 1.

### **1.2 BACKGROUND**

Situated on the banks of the Murray River, which forms the border between New South Wales (NSW) and Victoria (VIC), Albury Wodonga is approximately 330km Northeast of Melbourne and 550km Southwest of Sydney. Conveniently located with strong transport connections via air, rail and road, Albury Wodonga has a service catchment area of approximately 200,000 people, making it one of the largest regional centres in Australia.

Albury Airport is owned and operated by Albury City Council and is located on the Eastern side of Albury, less than 10 minutes by vehicle from the Albury CBD. Albury Airport occupies an area of approximately 106.9 h<sup>2</sup> and services a range of aviation industries such as aircraft maintenance and Regular Public Transport (RPT). The Airport also provides support to both NSW and VIC aerial firefighting and aeromedical capabilities, as well as the Department of Defence.

The Airport is one of the key gateways to the region and is a vital component for the strategic growth of this dynamic regional hub. Albury is currently serviced by two airlines, Regional Express (REX) and QantasLink with approximately 140 direct flights to and from Sydney, Melbourne, Adelaide and Brisbane every week and seasonal flights to other destinations. Over 246,000 passengers travelled through the Airport using these RPT services prior to the COVID-19 pandemic.

### **1.3 SITE**

Airport screening services will be delivered from Albury Airport, 121 Airport Drive, East Albury, NSW 2640. The successful Contractor maybe required to attend other Albury City Council facilities and airports from time to time.

### **1.4 SCOPE OF SERVICES**

The successful Contractor shall supply all services as set out in this RFT.

#### **1.4.1 Labour and Legislative Framework**

The Contractor shall allow to provide all necessary labour (refer Section 4 Tender Schedules) to carry out;

- passenger screening;
- checked baggage screening; and
- cargo screening and examination.

of air services departing Albury Airport, as required by the Commonwealth Government.

At the time of Tender, legislation specific to this contract is listed below but not limited to;

- The Department of Home Affairs under the in force *Aviation Transport Security Act 2004* (ATSA),
- *Aviation Transport Security Regulations 2005* (ATSR),
- *Aviation Screening Notice 2013* (ASN) issued by the Secretary,
- *Enhanced Security Screening Notice 2021* (ESN),
- *Cargo Examination Notice 2022* (CEN),
- Aviation Screening (HHMD secondary screening) Notice 2022,
- The *Civil Aviation Act 1988*,
- The *Air Navigation Act 1920* (as amended),
- The Air Navigation Regulations,
- AlburyCity Council Transport Security Program (TSP),
- Any other statute, regulation or instrument that may be enacted at any time.

Council supplied equipment (refer 1.4.15) is to be used for the screening of passengers and carry-on baggage. Equipment includes body scanner, walk through metal detector, multi-view x-ray observation equipment (Threat Image Projection System [TIPS] equipped), hand-held metal detector and Explosive Trace Device (ETD) equipment.

Council supplied equipment is to be used for checked baggage screening including inline baggage explosive detection system and ETD equipment. Cargo examination equipment provided includes ETD equipment.

#### **1.4.2 Security Screening Duties**

For screened air service, Contractor duties shall include but not be limited to the following requirements;

- Activate and check all security equipment, evacuate the departure lounge and establish the sterile area, search and clear the airside area and landside area.
- Conduct start-up test procedures as per the Aviation Screening Notice 2013 (ASN), and other relevant Commonwealth Government Screening Notices, manufacturers specifications, Standard Operating Procedures (SOP) and Albury Airport Transport Security Program (TSP). The results of start up test procedures are to be documented.
- Commence the screening of passengers no less than 60 minutes prior to the scheduled departure of the air service, unless the scheduled flight is delayed or rescheduled by more than two hours. In the case of a flight that has been delayed or rescheduled, screening is to commence no less than 30 minutes prior to the rescheduled departure or as directed by Airport Management of the air service.
- Implement management and crowd control of the screening point and departure lounge in the event of coinciding flights.

- After the departure of each flight, screening officers are to conduct a sweep of the departure lounge and arrivals hall to detect any items or personal belongings left behind. These items are to be then handed to Airport Management.
- All screening shall be conducted in accordance with the Aviation Screening Notice 2013 or the most current in force Aviation Screening Notice.
- Conduct cargo screening and examination in accordance with the associated in force Aviation Screening Notice or Cargo Examination Notice.
- At the end of the screening period, all equipment is to be securely stowed, doors and security grill at the screening point to be closed and locked and the work area left in a clean and tidy condition.
- Cleaning of screening equipment to remove any marks, dust or spillages on occurrence or at the conclusion of screening.
- Where required and at the request of Airport staff provide passenger marshalling servicing in the event of unplanned airline ground handler shortages.
- Provide trained, competent and uniformed staff who at all times display valid, and current, Aviation Security Identification Card (red), Australia wide. If security identification requirements cannot be met the Contractor is to ensure staff display the authorized temporary alternative, with evidence of a Aviation Security Identification Card (red) application made provided to Airport Management, in accordance with the in force Aviation Transport Security Regulations.
- The contractor will be required to maintain all necessary records and documentation required by Commonwealth Government Legislation, regulations, equipment service providers and other records as requested by Albury City Council.
- Provide monthly reporting and statistics to Airport Management covering the following for the preceding month:
  - Total Hours worked over a month broken down into days of the week, AM & PM and including any Overtime
  - The names of the Aviation Screening Officers and Supervisors on duty each day and the respective hours worked for the days applicable. This includes ASIC and Security Identification details
  - The extra hours worked due to flight delays
  - A list of the aviation security incidents intercepted as defined by legislation
  - The names of the airlines and flight numbers, whose passengers were screened in each operational period
  - Additional services provided during the reporting period
  - Other relevant information required as necessary to help reconcile financial and legislative requirements associated with the screening operations
  - Comparison of hours worked and flights screened
  - Screening report for each week with items surrendered separated into the following:

- i. Aerosols
  - ii. Dangerous Goods
  - iii. Fire Arms Genuine
  - iv. Fire Arms Replica
  - v. Ammunition and munitions
  - vi. Improvised Explosive Devices
  - vii. Knives/Blades
  - viii. Lighters (all types)
  - ix. Prohibited weapons
  - x. Ropes, Tapes and Restraining devices
  - xi. Scissors
  - xii. Tools
- o Passenger screening report for each week covering the following:
  - i. Body Scanner Throughput
  - ii. Body Scanner Alarms
  - iii. Walk Through Metal Detector Throughput
  - iv. Wheel Chair/Pram
  - v. Medical Implants
  - vi. Other "Pat Downs"
  - vii. Requested Private Search
  - viii. Number of bags throughput
  - ix. Total Passengers screened
  - x. Explosive Trace Detection tests conducted
  - xi. Explosive Trace Detection tests resulting in a positive single
  - xii. Explosive Trace Detection tests resulting in a positive double
  - xiii. Bag searches
  - xiv. Passenger compliments received at the screening point
  - xv. Passenger complaints received at the screening point
- o Checked baggage screening report for each week covering the following:
  - i. Number of bags throughput
  - ii. Number of bags physical checked
  - iii. Cargo items examined
  - iv. Explosive Trace Detection tests conducted both baggage and cargo



- v. Explosive Trace Detection tests resulting in a positive single
  - vi. Explosive Trace Detection tests resulting in a positive double
- Screening staff qualifications and expiration, containing:
  - i. NSW Security licence details
  - ii. Aviation Security Identification Card (red) details
  - iii. Dangerous Goods Certification
  - iv. First Aid Certificate
  - v. Civil Aviation Safety Authority Alcohol and Other Drugs managing risk certificate
  - vi. Commonwealth Government aviation security awareness online training
  - vii. Commonwealth Government Cargo examination training
- Overarching brief containing the following headings:
  - i. Breakdown of screening point hours of operations
  - ii. Flights screened
  - iii. Screened data for all throughputs including confiscated items
  - iv. Incidents
  - v. Notifiable incidents
  - vi. ETD screening points equipment data
  - vii. Staff training report
  - viii. Additional or elaborating notes
- Provide observer and escort during equipment maintenance and repairs for all equipment and where trained and deemed sufficient by a service provider conduct basic maintenance and troubleshooting for all screening equipment.
- Arrange and conduct basic maintenance, replacement of parts and troubleshooting for all screening equipment as required. Supported by the equipment provider by phone, video conference or in person.
- Report faults beyond level of basic maintenance and troubleshooting for all screening equipment to both Airport Management Full Time staff within 10 minutes of identification.
- Track faults and rectification process and provide updates to Airport Management (including equipment maintenance paperwork).
- In the event of an evacuation or emergency provide sentries and support to Airport Management in accordance with evacuation procedures.
- Provide updates and contribute to the development of Albury City Council's TSP.

- Actively participate in the Department of Home Affairs and equipment provider's benchmarking and testing activity as part of the ongoing development and enhancement of passenger, baggage and cargo screening and examination.

#### **1.4.3 Additional services**

During idle times within the screening period and providing the integrity of the sterile area is properly maintained, there is opportunity for Aviation Screening Officers to undertake additional duties at the airport on Council's behalf, of, but at no additional cost to Council. These duties include, but are not limited to:

- General security and roving patrols
- Airside and perimeter patrols
- Crowd control
- Parking and traffic control
- Training, this includes own training and training of Council staff on SOPS or identification of a prohibited weapon or Improvised Explosive Device in the passenger screening point X-Ray
- Administrative duties
- Liaison with security equipment service providers for troubleshooting and maintenance, keeping Airport Management informed. Costs for any repairs are to be approved by Airport Management
- Supervise and escort Contractors at the request of Airport Management
- Spot cleaning of departures lounge

Tenderers are to indicate on the Tender Form other services to be provided in addition to the core function of security screening (refer Section 4 of the Tender Form).

The Contractor will be required to extend and enhance their capabilities in order to carry out additional security screening (eg screening for Powders, Liquids, Aerosols and Gels) as and if required at any time in the future.

#### **1.4.4 Staff competency and qualifications**

Aviation Screening Officers performing screening duties must be trained and qualified. It is a requirement that Aviation Screening Officers hold current qualifications in accordance with the in force ATSR. Aviation Screening Officers are to hold the Certificate II in Transport Security Protection (AVI20118).

During transition all Aviation Screening Officers must be job ready having satisfied the requirements above and be able to operate all screening equipment and fulfill the administrative recording keeping as required by the Department of Home Affairs, or their enforcement agency.

Aviation Screening Officers are to remain proficient and competently qualified through the Department of Home Affairs. It is expected this training is to be completed during lull in screening operations

#### **1.4.5 Staff Levels**

##### *Passenger Screening Services*

The Contractor is required to supply a minimum of six Aviation Screening Officers per shift. This must include no less than two female Aviation Screening Officers and one Shift Supervisor to conduct the suite of passenger screening services. Aviation Screening Officers must be competently qualified as detailed at Section 1.4.4 above.

##### *Checked Baggage Screening and Cargo Screening Services*

The Contractor is required to supply a minimum of one Aviation Screening Officer per shift to conduct checked baggage screening and cargo screening services and/or examination operations. Aviation Screening Officers must be competently qualified as detailed at Section 1.4.4.

The Contractor is to ensure these staffing levels are provided during all screening operations. The Contractor is required to demonstrate a supply capability of eighteen competent and qualified Aviation Screening Officers to conduct the services detailed within this Section 1.4.5.

To form a resilient workforce the Contractor will be required to maintain a third-party contract who can provide Aviation Screening Officers that hold all competency, qualifications and identification to supplement staffing vacancies or gaps in the minimal quantity of Aviation Screening Officers required for all screening operations.

#### **1.4.6 Staff Uniforms**

All Aviation Screening Officers and Supervisors shall wear distinctive and recognizable uniforms whilst on duty, a valid Aviation Security Identification Card (red) Australia wide, with such uniforms to be supplied by the Contractor. Any personal protective equipment required for use at the Airport shall be supplied by the Contractor, such as gloves, eye protection, high visual clothing, and ear protection.

#### **1.4.7 Hours of Works**

The hours of work must meet the requirements of the in force Aviation Transport Security Regulations and other associated legislation, guidance material and notices from Commonwealth Government enforcement agencies.

##### *Passenger Screening Services*

The Contractor is to be operational ready to commence screening of cargo no less than 60 minutes prior to the scheduled departure of each screened flight.

##### *Checked Baggage Screening and Cargo Screening*

The Contractor is to be operational ready to commence screening of baggage and cargo no less than 60 minutes prior to the scheduled departure of the first aircraft unless the scheduled flight is delayed or rescheduled by more than two hours.

##### *Delayed or rescheduled flights*

In the case of a flight that has been delayed or rescheduled, screening is to commence no less than 30 minutes prior to the rescheduled departure of the air service or as directed by Airport Management Full Time staff; and 30 minutes after actual departure of the last aircraft, of that

screening period. The rostered screening periods are to be approved in the first instance by the Team Leader Airport Operations and the second instance the Airport Compliance Supervisor.

It is possible that future flight schedules, changes in aircraft network or alterations to the terminal building, may result in changes to SOP and may require screening periods to be extended; split shifts; or to involve the guarding of overnight aircraft. The contractor will be required to meet these requirements in consultation with Airport Management on a case-by-case basis.

#### **1.4.8 Drug and Alcohol Management Plan (DAMP)**

The Albury Airport DAMP in its entirety applies to all staff that perform, or are available to perform a Safety Sensitive Aviation Activity, which extends to include Aviation Screening Contractors and their Subcontractor organisations

The Contractor will be responsible for ensuring that all Aviation Screening Officers, Supervisors and Sub-contractors deployed at Albury Airport:

- Are provided a copy of DAMP documents, contained within attachment 2
- Complete the Civil Aviation Safety Authority E-learning program 'Alcohol and Other Drugs – Managing the Risk' prior to commencing airside duties. Including annually for refresher training
- Satisfactorily undertake Alcohol & Other Drug (AOD) testing before employment. This testing will be arranged by AlburyCity Council's Health and Wellbeing Team and paid for by the Contractor.

The Contractor will be required to release employees to attend scheduled training sessions, or random Alcohol and Other Drug testing, as required on a case-by-case basis.

#### **1.4.9 Representing Council**

When dealing with the public at Albury Airport, the Contractor and any employee of the Contractor shall present in a courteous, co-operative and positive manner. The Contracted employees are to always conduct themselves in a professional manner.

The Contractor and any employee of the Contractor is not permitted to make remarks to any media regarding the Airport, Airlines or Albury City Council without written approval from AlburyCity Council's Communications team.

#### **1.4.10 Flights to be Screened**

Passenger transport currently departing from Albury Airport that requires screening in accordance with current enforced ATSR, is as follows:

- Qantaslink – Dash 8 Q200, Q300, Q400 and B717 aircraft;
- Bonza – 737-Max 8 aircraft; and
- Chartered aircraft.

Regional Express operates Saab 340B turbo prop aircraft, and when scheduled within the screening period and departing from the same apron, may also require screening.

A current flight schedule can be found on the Albury Airport Website; however flight times may change at any time without notification <http://www.flyalbury.com.au/flights/daily-flight-schedules>.

Based on current flight schedules, there is a weekly Aviation Screening Officer staff requirement that ranges between 400-500 person hrs/week, although this is influenced daily by flight operations, weather, and infrastructure considerations.

The number of flights requiring screening may increase or decrease at short notice, subject to changing airline services, and/or legislative changes. The Contractor is required to work with Airport Management to accommodate these changes.

#### **1.4.11 Other Aircraft**

The Contractor may be required to screen any other aircraft or passengers during the screening period. This may also include alternating to another part of the airport to conduct Screening Operations in consultation with Airport Management.

#### **1.4.12 Delayed and Diverted Flights**

The Contractor will be required to extend rostered shifts, within award constraints, to screen any delayed or diverted flights at the relevant contracted rate for the period approved by Airport Management. Passengers disembarking from a delayed or diverted flight will be required to be re-screened.

#### **1.4.13 Cancelled Flights**

Council will not be charged for cancelled flights where 6 hours notice is given prior to the scheduled aircraft departure.

#### **1.4.14 Security Zones**

**Sterile Area** – The Contractor shall search and clear the departure lounge, ensure that it is sterile prior to commencing screening and must maintain the area sterile until 30 minutes after the departure of the last aircraft of that operational period.

**Security Restricted Area** – The Contractor shall search and clear, prior to each screening period, the area on the airside of the terminal building that may be accessed by passengers.

**Landside Area of Interest** – The Contractor shall search and clear, prior to each screening period, the landside area of all car parking including exit and entrance gates, control tower, airside accessible gates within 200 meters of the Main RPT Apron, taxi rank, bus parking and staff carparking areas.

#### **1.4.15 Council Supplied Equipment**

Council shall supply all checked baggage screening and passenger screening equipment including ETD equipment as required under the in force ATSR and appropriate ASN.

Any repairs beyond basic service maintenance, repairs and basic troubleshooting shall be the responsibility of Airport Management. All faults or breakdowns are to be reported to Airport

Management as soon as practicable. All equipment provided by the Council will meet the requirements of and be periodically tested as required by the Department of Home Affairs.

All consumables associated with the operation of screening equipment shall be ordered by Airport Management, supplied and delivered in a timely manner to ensure continuous screening by the Contractor. The Contractor is to advise of the need of consumables within four months of supplies being exhausted.

Albury Airport currently operate the following items of equipment for Passenger, Baggage and Cargo screening.

Equipment	Model
Body Scanner	ProVision 2
Multi-View (EDS) X-ray - Cabin Baggage Screening	ACX MultiView
Multi-View (EDS) X-ray - Checked Baggage Screening	MVT-HR
ETD	IonScan 500DT
ETD	B220-HT
WTMD	CEIA 02PN20
HHMD	CEIA PD140

All equipment is compliant with the in force regulations set by the Commonwealth Government and Department of Home Affairs.

New equipment may be introduced from time to time, the Contractor will be required to ensure all Aviation Screening Officers meet the training, qualification and operational requirements of the equipment to deliver this contract.

#### **1.4.16 Storage of Equipment**

Screening equipment is to be securely stored and locked away in the area provided as identified by Airport Management, when not in use. Associated documentation, records and manuals are to be also located with the stored screening equipment.

#### **1.4.17 Work Area to be kept in good order**

At the expiration or other termination of the Agreement, the Contractor shall surrender to Council the work area in the same order and condition as received by them, reasonable wear and tear excepted. Should the area not be returned in the same order and condition, Council reserves the right to reinstate the area and seek reimbursement from the Contractor.

#### **1.4.18 Cleaning**

Although preventative maintenance is the responsibility of Council, the Contractor shall be responsible for maintaining the body scanner, x-ray baggage equipment, multi-view x-ray, walk through metal detector, explosive trace detection equipment, handheld scanning equipment and CBS equipment in good order, including regular cleaning of the equipment.

The contractor will be responsible to keep the work area and offices in a clean and tidy condition at all times.

#### **1.4.19 Improvements made by Contractor**

The Contractor shall make no improvements or alterations to the screening point or office, unless approved by the Airport Management in writing.

#### **1.4.20 Improvements made by Council**

Council reserves the right to make any alterations or additions to the Council owned screening point and offices including the provision to allow third party contractors to access the screening point and offices for the purpose of conducting preventative maintenance and/or structural repairs.

#### **1.4.21 Incident Reports**

In addition to the reporting requirements identified in Section 2 the Contractor shall be required to fulfil their responsibilities to report aviation security incidents as defined under the ATSA and ATSR, to the Department of Home Affairs, NSW Police (Counter Terrorism) and other relevant agencies. The Contractor shall submit a safety incident report to Council regarding any accident, incident or identification of a safety hazard or event.

#### **1.4.22 Operations and Regulations**

The Contractor shall observe the provisions of the in force *Aviation Transport Security Act 2004*; the in force *Aviation Transport Security Regulations 2005*; the appropriate Aviation Screening Notice 2013 and any other regulations, instrument or requirement as required by the Department of Home Affairs relating to passenger, cargo or baggage screening as may be changed from time to time.

In the event a non-compliance or finding made against the Airport by the conduct of the Contractor as a result of a Department of Home Affairs or other enforcing agencies systems test and/or audit. The Contractor shall not charge AlburyCity Council for services provided commencing that day and until the matter has been resolved and recognized a being resolved by Department of Home Affairs or other enforcing agencies officers and/or inspectors.

#### **1.4.23 Administration of the Contract**

The Contract for the operation of passenger, cargo and checked baggage screening is with the Council and the supervision of the Contract will be entrusted to Airport Management.

The Team Leader Airport Operations, their representatives or Council contractor, shall be permitted ingress or egress to and from the departure lounge:

- to effect inspection, maintenance or repair to the building or appurtenances thereto;
- Conduct testing of Aviation Screening Officer and the Contractor's screening operations; and
- access and inspect security equipment and if found to be defective, direct the contractor to remedy the fault.

Monthly and Quarterly Management meetings

A monthly contract meeting will be established for the purpose of reviewing and reporting on contract performance, including but not limited to:

- the Contractor's delivery of, and compliance with,
- the contents of the monthly report;
- the implementation of policy;
- staffing updates;
- security breaches;
- equipment downtime;
- review of Proof of Payment to Sub-contractors (Attachment 3);
- other operational issues; and
- any such other matters determined by Airport Management.

The Contractor will be required to meet with the Airport Management one week after submission of monthly reports to evaluate the ongoing performance of the Services. It is the Contractor's responsibility to minute such meetings and minutes must be approved by the Airport Management. The Contractor's senior management representative (one level above local management) must attend these meetings on a quarterly basis. Airport Management may also arrange additional meetings to deal with any matter relating to the Contract as they arise. The Contractor or its nominated representative must attend these meetings when requested to do so by Airport Management, it is the Contractor's responsibility to minute such meetings and minutes must be approved by the Airport Management. Airport Management will provide reasonable notice of the venue, date and time for any such meeting.

#### **1.4.24 Airport Safety Management System**

Council has prepared a Safety Management System for the Airport. The contractor will be expected to participate and cooperate with implementation and comply with the requirements of the system.

#### **1.4.25 Transition Period**

The Contractor is to conduct a full week (seven consecutive days) handover, commencing Tuesday 10 January 2023 to transition services from the incumbent service provider. During this seven-day transition period Services are to be charged at the contracted price. It is expected that the Contractor is to commence full security screening services from Tuesday 17 January 2023. The contractor must be fully prepared to participate in a handover transition at the end of this contract Term.

#### **1.4.26 Change in Law**

If a Change in Law occurs and either party, acting reasonably, considers that the Change in Law will directly and necessarily significantly increase or decrease the scope of the Services, or the cost of performing the Services, then the impacted party must notify the other party within 60 days of the earlier of:

- becoming aware of the Change in Law;
- the date the party reasonably ought to have been aware of the Change in Law.



A notice, for the purposes of Section 1.4.260, must be in writing, and must detail:

- the alleged Change in Law ('Relevant Change');
- the reasons the party considers the Relevant Change to be a Change in Law;
- the impact, if any, of the Relevant Change on the scope of the services;
- the impact, if any, of the Relevant Change on the costs of the Contractor;
- the obligations, if any, under the Contract that either party will not be able to comply with as a result of the Relevant Change; and
- any other information relevant to the Relevant Change.

#### **1.4.27 Default**

The Contractor is in default if:

- the Contractor fails to provide diligent screening services, including but not limited to:
  - failure to notify of security breaches;
  - repeated failure to prevent security breaches;
  - failure to comply with any applicable Law in providing the Services;
  - the Contractor fails to comply with its obligations under this Section 1.4;
  - the Contractor repudiates its obligations under this RFT or the Contract;
  - the Contractor does not perform any other express or implied obligation under this RFT or the Contract.

#### **1.4.28 Notice of Default**

Council may give the Contractor a Notice if the Contractor is in default under Section 1.4.27, and the Contractor must, within 28 days of the notice being given:

- remedy the default and given notice that it has remedied the default; or
- given notice that it disputes the default.

#### **1.4.29 Dispute Resolution**

If:

- a difference or dispute between the parties arises in connection with the subject matter of the Contract or this RFT; or
- a notice is given under Section 1.4.26 or 1.4.27.

and the parties cannot resolve the subject matter of the notice within 28 days of the notice being given, then either party can give a notice of dispute.

If a notice of dispute is given under Section 1.4.290, the parties must:

- hold at least one conference within 14 days of the notice being given with representatives of each party who have authority to agree to a resolution;
- if the dispute is not resolved, mutually agree to appoint a mediator or arbitrator within 28 days of the notice being given; and

- if the parties cannot agree to appointment of a mediator or arbitrator within 28 days of the notice being given, Council can appoint a mediator at its discretion.

Neither party can commence proceedings in any Court relating to the Contract or this RFT unless that party has complied with this Section 1.4.29.

Nothing herein shall prejudice the right of a party to institute proceedings to seek injunctive or urgent declaratory relief.

#### **1.4.30 Force Majeure**

Where either party is:

- wholly or partially by reason of Force Majeure unable to carry out any obligation under the Contract; and
- has used all possible diligence to avoid, remove and mitigate the effect of Force Majeure; and
- has not caused or contributed to the Force Majeure; and
- gives notice to the other party providing:
  - that there is a Force Majeure;
  - that the party is seeking benefit of this Section 1.4.30;
  - reasonably full particulars of the Force Majeure;
  - insofar as known the probable extent to which the party will be unable to perform or be delayed in performing its obligations.

then that obligation of the party is suspended, and any obligation of Council to pay the Contractor in respect of any suspended Services will also be suspended, unless a notice disputing the Force Majeure is given under Section 1.4.29.

#### **1.4.31 Notices**

A notice under this RFT must be given in writing, and is deemed to be given:

- if sent by post, three Business Days after posting to the recipient's address; or
- if sent by email, when sent, unless the sender subsequently receives a delivery failure notification indicating the electronic may has not been delivered.

A notice which is sent:

- after 5.00 pm in the place of receipt; or
- on a day which is a Saturday, Sunday, bank holiday or public holiday;

is deemed to be sent the next day which is not a Saturday, Sunday, bank holiday or public holiday.

For service of notices to the Contractor:

- the postal address shall be the Address provided in Section 4.1 of its Tender; and
- the email address shall be the Email Address provided in Section 4.5 of its Tender.

For service of notices to the Council:

- the Postal address is PO Box 323 Albury NSW 2640
- the email address is [info@alburycity.nsw.gov.au](mailto:info@alburycity.nsw.gov.au)

#### **1.5 PERFORMANCE CRITERIA**

Council may use (but not be limited to) the following criteria to assess the success or otherwise of contracts for the supply of goods and/or services:

- Did the contractor meet “value for money” expectations?
- Did the contractor meet expected time lines or availability requirements?
- Did the contractor achieve required Environmental, Social, Legal and Work Health & Safety expectations?
- Did the contractor meet expected quality/fitness for purpose expectations?
- Did the contractor comply with all contractual requirements (eg Council policy and procedures)?

#### **1.6 WORKS BY OTHERS**

The Contractor is to ensure the minimum amount of Aviation Screening Officers and Supervisors during screening operations. To form a resilience workforce the contractor will be required to maintain a third-party contract who can provide Aviation Screening Officers that hold all competency, qualifications and identification to supplement staffing vacancies or gaps in the minimal quantity of Aviation Screening Officers required for all screening operations

#### **1.7 TERM OF CONTRACT**

Council shall engage the Tenderer for a period of four years (48 months), subject to the conditions of the Contract referred to in Section 4. With an option to extend for two years (24 months).

It is anticipated that this contract will commence Tuesday, 17 January 2023.

#### **1.8 WORK HEALTH AND SAFETY**

Tenderers who are not currently listed on Council’s WHS Contractor Register, are required to submit with their tender a completed Contractor Safety Compliance Package

Tenderers who have previously completed this package and are listed on Council’s WHS Contractor Register are not required to complete a new package with their Tender submission.

However, due to the periodic updating of Council’s Contractor Safety Compliance Package and the differing categories within that package. The successful Tenderer may be required to complete a new Safety Compliance Package prior to works commencing onsite.

In lodging a Tender, Council expects that the Tenderers will have in place all relevant work, health and safety related policies and procedures applicable to the relevant industry.

The requirements of this Section shall also apply where a Tenderer sub-contracts any part of the Works.

### 1.9 INSURANCE

Tenderers must, at their own cost, have in place (or take out) and at all times keep in place during the term of the Contract:

- a public liability policy of insurance for an amount of not less than \$20 million in respect of any Claim during the term of the Contract;
- a worker's compensation policy of insurance; and
- any other insurance policy relevant to the provision of the Services.

Tenderers are required to complete the Schedule of Insurance as part of their Tender submission and provide copies of each individual policy certificate to Council showing its currency at each renewal period. The successful Tenderer must also provide certificates of currency at each renewal period during the Term of the Contract.

### 1.10 TENDER DOCUMENTS

The following Attachments provide important information relating to this RFT. Each attachment must be read in conjunction with the General Conditions of tender and this RFT.

Each Attachment must be read in conjunction with the Specifications for the Services and the Conditions of Tendering (Part B).

Attachment No	Description	Revision	Date
Part A	Sections 1 – 3		
Part A	Section 4 – Schedules		
Part B	Conditions of Tendering		
Attachment 1	Contract for Supply of Services	N/A	N/A
Attachment 2	Drug & Alcohol Management Plan	2	04 June 21
Attachment 3	Proof of Payment to Sub-contractors	N/A	Sept 2022
Attachment 4	Contractor Safety Compliance Package	N/A	22 March 19

### 1.11 RISE AND FALL

Contracts awarded following this RFT will be subject to the 'rise and fall' of the price or money paid for the Service.

In this instance, the pricing is to remain firm as tendered for the first 12 months of the Contract and is then variable in accordance with the following formula for rise and fall (contract price adjustment).

Contract charges shall be adjusted annually.

Rate adjustments may be made at the request of either party, such party will be responsible for providing all relevant adjustment information.

The assessment date shall be 1 January each year.

The adjusted charges shall be effective from the assessment date or the date of the application by the party (requesting the adjustment), whichever the latter, and shall not be retrospective.

The charges shall be adjusted as follows:

*1 January Adjustment*

*Contract Rates x [(Current CPI Index available at 1 January, i.e. September Quarter Index / (CPI Index available at 1 January i.e. September Quarter Index)] = New Contract Rates.*

*That is, New Contract Rates at 1 January = Contract Rates x [(CPI September Quarter Index CPI September Quarter Index].*

*The CPI Indexes shall be obtained from the Australian Bureau of Statistic Publication 6401.0 Consumer Price Index available at the following address, <http://www.abs.gov.au/> under Consumer Price Index, Selected Tables – Capital Cities. All adjustments shall be based on the Consumer Price Index Table 1 ALL GROUPS, Index Numbers (a) – Weighted average of eight capital cities.*

## 1.12 DEFINITIONS

In this RFT (and the Contract, including the Special Conditions) unless the context or subject matter suggest otherwise:

**Addenda (or Addendum)** means the form(s) on which any explanation or amendment to the RFT is issued upon.

**Annexure** means any documents that are annexed as part of this RFT.

**Attachments** means any documents that are attached as part of this RFT.

**Authorised Officer** means the person nominated by Council, as acting on behalf of Council with authority to bind Council to agreements made by the Authorising Officer as per Council's delegations of authority

**Business Day** means a day, other than a Saturday, Sunday or public holiday, on which trading banks are open for general banking business in Albury.

**Change in Law** means the coming into effect, after the date of the Contract, of any:

- applicable Law;
- applicable judgment of a relevant court of law, which changes the interpretation of the Law and is a binding precedent; or
- significant change in a relevant policy of State or Federal Government;

which directly affects the Contractor's performance under the Contract in a material way but does not include any Change in Law which is expressly dealt with in the Contract Documents other than in Section 1.4.26 of this RFT.

**Claim** means any action, claim, demand or proceeding (including based in contract, tort or statute or under any indemnity, and including any action based on personal injury or death) made against the person concerned however it arises and whether it is present or future, fixed or unascertained, actual or contingent

**Closing Time** means the closing time (New South Wales time) and date for the lodgement of the Tenders.

**Conditions** means the conditions applicable to this RFT and the Contract.

**Contract** means the formal instrument of agreement between Council and the Contractor.

**Contractor** means the person or corporation who will provide the Services referred to in this RFT and where the context so requires includes its employees, agents, sub-contractors and officers.

**Contract Supervisor** means the person or persons stated in the RFT as appointed by Council.

**Corporations Law** means the *Corporations Act 2001 (Cwlth)*, as amended.

**Court** means any court of competent jurisdiction including a tribunal.

**Council** means AlburyCity Council.

**Force Majeure** means an event or circumstance not within the control of the party claiming *Force Majeure* and which, by the exercise of reasonable care, that party is not able to overcome, and the occurrence of which that party could not have reasonably foreseen.

The following matters shall not constitute *Force Majeure*:

- any occurrence arising from a failure by the claiming party to act in a prudent or proper manner and in accordance with the standards expected of an experienced and competent contractor in that industry;
- any failure by the claiming party to reach agreement with any third party necessary to perform its obligations under the Contract or this RFT; or
- strike or industrial action by the Contractor's employees or those of its Subcontractors.

**GST** means a tax levy duty charge or deduction together with any related additional tax interest penalty fine or other charge imposed by or under the GST law.

**Law** includes the common law, any statute, rule, proclamation, regulation, ordinance or by-law, present or future and whether federal, state or otherwise.

**Notice** means a notice given in accordance with Section 1.4.31.

**Principal** means Council.

**Request for Tender** means this document including any addenda to the RFT issued by Council.

**RFT** means Request for Tender.

**Selection Criteria** means the criteria used by Council to evaluate the Tender.

**Services** means the services to be provided by the Contractor to Council in accordance with this RFT and the Contract.

**Site** means the location, if any, for the provision of the Services.

**Specification** means the detailed description of the Services contained in Section 1.4 (Scope of Services) of this RFT.

**Tender** means the completed Tender submitted by the Tenderer constituting an offer to provide the Services in response to the Request for Tender, including any accepted variation to the Tender.

**Tender Assessment Panel** means a panel comprising of 3 persons nominated by Council to assess the Tender submissions in accordance with the Selection Criteria (and may include the Tender Coordinator

**Tender Coordinator** means the person appointed by Council specified in Part A – of the RFT as the Tender Coordinator.

**Tenderer** means any person or corporation that has or intends to submit a Tender to Council.

**Tenderlink** means the web based electronic Tender management system.

**Term** means the period of the Contract as set out in of the Schedule to the Contract.

**WHS Law** means the *Work Health and Safety Act 2011 (NSW)* and all Codes of Practice approved under Part 14 of that Act, the *Work Health and Safety Regulation 2011 (NSW)*, and any other work health and safety Law that applies to the supply of the Goods.

## SECTION 2 – ASSESSMENT OF TENDERS

### 2.1 ASSESSMENT OVERVIEW

All Tender submissions will, first, be checked to ascertain if they conform to the requirements for lodgement as detailed in this RFT.

If any submission is ascertained to be non-conforming, the submission may be rejected by Council (in its absolute discretion) and not progress to any further assessment.

Council will undertake all Tender assessments based on the core principle of 'best value for money'.

When assessing Tender submissions, Council will ensure that the best available outcome has been achieved by considering both the qualitative and quantitative merits of each Tender submission.

Council is not bound to accept the lowest or any tendered price nor will the lowest tendered price necessarily be accepted as the "best value for money".

The successful Tenderer(s) will be the Tenderer(s) that Council determines:

- is fully capable of undertaking the contract;
- has the capacity to undertake the contract and
- whose Tender represents 'best value for money'.

Council has established a Tender Assessment Panel to oversee and manage the assessment process who will then provide a report and recommendation to Council for ultimate determination.

After evaluating each Tender, Council will determine which Tenderer(s), if any, is best placed to undertake the Services for Council in accordance with this RFT.

### 2.2 ASSESSMENT WEIGHTINGS

The following table details the overall assessment weightings applicable to each assessment category.

Assessment Category	Weighting
Quantitative	100%
Qualitative	100%

Council will use, but not be limited to, the following list of evaluation criteria as the basis for comparative evaluation of tenders.



Qualitative Criteria	Schedule
<b>PAST PERFORMANCE</b>	
Historical performance and compliance including WHS, Environmental.	4.7, 8 & 14
Referee information.	7
Experience and expertise in performing the same or similar contracts	7 & 8
<b>METHODOLOGY &amp; PROGRAMME</b>	
The overall quality of the service specified in the request	12
Ability to comply with the criteria stated in the specifications	15
Methodologies or systems of work employed to provide the service.	12
Ability to perform the specified job function	9
Risk analysis	12
Project or contract methodology	12
Social & Sustainability Impact	10 & 14
Proposed program	13
<b>CAPACITY</b>	
Availability of human resources to carry out the project	9
Availability of management resources to carry out the project	9
Availability of necessary equipment to carry out the project	11
<b>CAPABILITY</b>	
Vendors capability to complete or deliver the requirements of the request	5
Contract management capabilities	6
Technical and performance capability	7
Quality assurance systems and procedures	4
<b>BENEFIT TO THE LOCAL REGION</b>	

<b>Quantitative Criteria</b>	<b>Schedule</b>
Schedule of Price, Fees and Costs	4.2
Comparison of Tenders received	4.6
Unit rates submitted in the priced bill of quantities	4.2 & 4.3
Comparison with internal benchmarks/estimated costs	4.6
Analysis of individual tendered unit rates	4.6

### **SECTION 3 – SPECIAL CONDITIONS OF CONTRACT**

The following Special Conditions shall form part of the Contract:

#### **3.1 EXTENT OF SERVICE REQUIREMENTS**

The Contractor shall be responsible for the Security Screening Services as described in this RFT and shall comprise the provision of all resources of whatever kind necessary for the successful completion of the Contract.

#### **3.2 SITE ACCESS AND CONTROL**

The Contractor must observe and must ensure that all their employees and its sub-contractors observe all rules and regulations in force at the Site(s). Council expects and requires strict compliance with all notices and instructions issued by the Authorised Officer in relation to all rules and regulations.

Failure to observe any notice or instruction concerning safety will be grounds for termination of the Contract.

The Contractor must ensure all employees hold a valid AusWide ASIC (red) for the duration of the contract.

#### **3.3 DAMAGE TO PROPERTY**

The Contractor will be expected to have in place all relevant measures to prevent damage to any property, either owned by Council or otherwise. Any property damage created by the Contractor must be repaired or replaced to its previous condition or to the satisfaction of the Authorised Officer. All costs associated with the repairing or replacement of property will be at the Contractors expense.

The Contractor is responsible for checking any property located at the sites including any adjoining property prior to providing the Services.

Any damage identified to property must be reported to the Authorised Officer as soon as is practicable and within 12 hours of the Contractor becoming aware of the damage.

The Contractor will be responsible for any repair or replacement of items damaged by public passengers or others as a result of operating screening equipment or in the conduct of screening operations.

#### **3.4 PROTECTION AGAINST DUST, DEBRIS, WATER AND THE LIKE**

Where the occupants of the work site, adjoining owners, residents or members of the public are exposed to dust, debris, dirt, mud and water nuisance and the like arising from any works performed by the Tenderer under this Contract, the Tenderer shall take all adequate steps to minimise the nuisance and/or damage caused to the occupants of the worksite, adjoining owners, residents and the general public arising from the Tenderer's operations.

Where and when instructed by the Authorised Officer, the Tenderer shall take immediate steps and use measures to eliminate any nuisance. No extra payment will be made on account of such works.

Council expects strict compliance with the Protection of Environment Operations Act 1997 (NSW) and relevant regulations (or superseding legislation and regulations) with respect to use of machinery and equipment used in the course of providing the Services.

### **3.5 EQUIPMENT**

The Contractor must have sufficient equipment operating to ensure that the requirements of the Contract are provided for at all times and in accordance with the specification.

In order to evaluate the equipment resources to be utilised for this Contract, the Tenderer may be required to submit a equipment schedule (including any hired equipment) detailing make, model and risk assessment where applicable.

Tenderer's must also be able to provide evidence that the equipment has been serviced and maintained in accordance with the manufacturer's recommendations.

Tenderer's must ensure that any equipment that may be utilised for this Contract, complies with all plant related requirements of the relevant safety legislation and Australian Standards.

Please note Council reserves the right to inspect all equipment prior to the awarding of this Contract as well as during the Term to ensure compliance with the Law.

Screening equipment when not in use shall not be left at any worksite without the approval of the Authorised Officer being obtained in writing beforehand.

Any damage to screening equipment sustained whilst on a designated worksite will be the responsibility of the Tenderer.

### **3.6 WORKING HOURS**

As per Section 1.4.7

### **3.7 INSPECTION OF SERVICES**

Council shall be allowed reasonable access to the Site(s) to inspect the performance of the Services at any stage of the work.

### **3.8 COMPLETION OF SERVICES**

All Services shall be provided and completed within the timeframes and/or frequencies as specified in the Contract. If these times or dates are not met, the Tenderer may be in breach of the Contract and may be grounds for Council to terminate the Contract.

### **3.9 DELIVERY PERIOD**

In the event that the Services are not supplied within the time stated in the RFT, Council reserves the right to terminate the Contract.

### **3.10 THE APPOINTMENT**

#### **Contractor Appointed**

Council appoints the Contractor to provide all of the Services subject to and in accordance with the provisions of this Contract.

#### **Labour and Materials**

The Contractor shall provide all management, administration, labour, equipment, materials, overhead and profit for carrying out all the activities listed in the Specification, to ensure that the Services are provided to the satisfaction of Council.

### **3.11 RESPONSIBILITIES OF THE COUNCIL**

Council must make payment to the Contractor on the basis specified in the Contract, provided that the Contractor has complied with all its obligations under the Contract.

Council's role shall be to administer the Contract based on the outputs achieved by the Contractor.

### **3.12 RESPONSIBILITIES OF THE CONTRACTOR**

In addition to the duties, responsibilities and requirements outlined elsewhere in the Specification, the Contractor shall be responsible for:

- Any and all other facilities, resources and costs other than those specifically identified as Works by Others;
- All vehicle and transport costs, office costs, secretarial and clerical work, salary, salary on-costs, overheads, stationery, printing, photocopying, postage and telephone costs unless specifically detailed elsewhere in the RFT or this Contract.
- Where the contract involves utilising heavy vehicle transport (vehicles over 4.5 ton) the contractor must comply with the National Heavy Vehicle Law Chain of Responsibility regulations.
- Advising Council immediately of any matters that may require attention, are unsafe or place Council in a position that may lead to potential liability;
- Acting at all times in a responsible manner and not exposing Council to the risk of legal action;
- Responding to reasonable requests from Council. These requests will require the Contractor to inspect the Site and where necessary deal directly with residents/members of public in order to ensure their concerns are addressed;
- Reporting any incidents which cannot be resolved, to Council which shall then determine the appropriate course of action to be adopted by the parties;
- Performing the Service in accordance with the Performance Specification;
- Briefing or otherwise providing all relevant information to Council's legal representative.

These responsibilities of the Contractor are in addition to those covered in the General Conditions of Contract.

### **3.13 EMPLOYEES AND CONTRACTORS AGENTS**

**Prohibited Behaviour**

The Contractor must ensure that no employee or sub-contractor consumes any alcoholic beverages, is intoxicated; or is under the influence of any drug which could impede his or her ability to safely or efficiently perform his or her activities, while engaged in the performance of the Services.

**Conduct of Employees**

The Contractor must ensure that all employees and sub-contractors:

- conduct themselves towards Council employees and all members of the public in a civil and inoffensive manner; and
- carry out their duties at all times with minimum inconvenience and disturbance to others and without causing any nuisance.

**Appearance of Employees**

The Contractor must ensure that its employees and sub-contractors:

- are appropriately attired either in the manner specified having regard to the nature of their duties, see Section 1.4.6.
- comply with any directions of Council's Authorised Person in respect of their personal appearance or attire concerned with matters of health and safety.

**3.14 COUNCIL POLICIES**

This RFT is subject to the following Council Policies.

- Model Code of Conduct for Local Councils in NSW (Department of Local Government);
- Procurement Policy;
- Work Health Safety (WHS) Management Statement;
- Statement of Business Ethics.

Copies of these policies and procedures can be found at Council's website <http://www.alburycity.nsw.gov.au/inside-alburycity/Policies-and-publications>.

**3.15 CONFIDENTIALITY OF DATA AND CONFLICT OF INTEREST**

In the process of collecting and using information the Contractor may have access to certain Council information. All data accessed by or collected by the Contractor shall at all times be kept confidential and not disclosed to any party without the prior written approval of Council. The Contractor or the Contractor's business must not use the information for any personal gain.

If, at any time the Contractor has any potential, or actual conflict of interest, personal or business, in relation to the provision of any part of the Services, then the interest shall be declared in writing to Council for decision by Council (or a consultant nominated by Council) and/or describe a strategy for the avoidance of such conflict.

**3.16 SEVERABILITY**

If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Contract is unenforceable, illegal or void, then it shall be severed and the other provisions of this Contract shall remain operative.

**3.17 WHOLE UNDERSTANDING**

This Contract constitutes the whole understanding between the parties and embodies all terms and conditions of the transaction. Included in this Contract is any applicable Performance Criteria, attached schedules and the Tender submission lodged with Council by the successful Tenderer.

**3.18 COMMUNITY RELATIONS**

The Contractor acknowledges that as a public authority, Council owes obligations to the general public and its ratepayers. The Contractor shall deal with the community in a helpful and positive manner so as to avoid and minimise community complaints. Any complaints received relating to the provision of the Services under the Contract shall be notified forthwith to Council. The Contractor will cooperate with Council in managing and resolving any complaints.

**3.19 SUB-CONTRACTING AND ASSIGNMENT****General Conditions of Sub-Contracting**

The Contractor will not without Council's written consent (which consent will not be unreasonably withheld but in any event can be given subject to such conditions as Council reasonably deems appropriate) sub-contract or assign any of its rights and obligations under this Contract and no sub-contractors or assignees of the Contractor will have any rights under this Contract against Council or be entitled to receive any payments under this Contract from Council.

All sub-contractors will be licensed and insured to the same extent as the Contractor.

**Contractor to Provide Information**

With any application for the consent of Council to an assignment or sub-contracting of any of the Contractor's rights and obligations under this Contract, the Contractor must provide such information as may be required by Council including, but not limited to, satisfactory evidence that the proposed assignee or sub-contractor will be capable of performing the rights and obligations of the Contractor intended to be sub-contracted or assigned under this Contract.

**Contractor still to be Liable**

No assignment or sub-contracting of any right or obligation of the Contractor under this Contract will relieve the Contractor from any liability under this Contract, in respect of the performance or purported performance of this Contract and the Contractor will be responsible for the acts and omissions of any sub-contractor or assignee and their employees and agents as if they were the acts or omissions of the Contractor.

**Change in Beneficial Ownership**

For the purposes of this Contract an assignment will include any change in the beneficial ownership of the share capital of the Contractor if it is a company, which has the effect of altering the effective control of the Contractor.

**3.20 PERMITS**

Where permits are required to undertake the works, the cost of these permits shall be the responsibility of the Contractor and included within the tendered price for the works.

**3.21 PAYMENTS**

Prior to being entitled to receive a payment under this Contract, the Contractor shall certify by way of a Combined subcontractor statement and supporting statement to Council's Authorised Person that it has:

- paid all wages and allowances owing to its employees;
- paid all amounts due to any party to which it has, with Council's consent, sub-contracted or assigned any of its rights and obligations under this Contract;
- made all payments that it is required to make in respect of the Contractor's Plant and Equipment; and made all payments in connection with insurances and any applicable law or regulation.