
SUPPLY AGREEMENT (DEED)



**For the supply of Maintenance and Management
Services to NSW Rural Fire Service owned aircraft**

NSW RURAL FIRE SERVICE

Date: August 2018

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PART A – CONTEXT AND SIGNATURES

This Deed is made between the parties:

The State of New South Wales represented by the New South Wales Rural Fire Service (ABN 25 003 129 221) (“NSW RFS”);

and

The legal entity named as the Supplier in Item 2 of Part B – Agreement Details (“Supplier”).

In the context of the following:

- A. NSW RFS is the New South Wales’ Government’s lead agency for the management of bush fire hazards and for combating bush fires when they occur.
- B. NSW RFS owns three rotary aircraft and spare parts for use with those aircraft.
- C. NSW RFS released a request for tender for the supply of maintenance and management services in relation to those aircraft. The Supplier submitted a response to the request for tender to supply the Services to NSW RFS.
- D. NSW RFS appoints the Supplier to supply, and the Supplier covenants that it will supply, the Services to NSW RFS in accordance with the terms of this Deed.

And is comprised of:

Part A – Context and Signatures

Part B – Agreement Details

Part C – Commercial Terms

Part D – Attachments

EXECUTED as a deed:

By NSW RFS:

Signed, sealed and delivered for and on)
behalf of the **State of New South Wales**)
represented by the New South Wales)
Rural Fire Service by its duly authorised)
representative:)

In the presence of:

Signature of authorised representative

Witness

Full name

Full name

Date

Date

Address

By the Supplier, if a corporation:

Signed by CareFlight Limited (ABN 18)
210 132 023) in accordance with section)
127(1) of the *Corporations Act 2001*)
(*Cth*):)

Signature of director

Signature of director/secretary

Full Name

Full Name

Date

Date

Address

Address

PART B – AGREEMENT DETAILS

Item	Term	Detail
Parties		
1.	RFS	<p>NSW Rural Fire Service</p> <p>ABN: 25 003 129 221 Address for service by hand: 15 Carter Street, Lidcombe NSW 2141 Address for service by mail: Locked Bag 17, Granville NSW 2142 Address for service by fax: 02 8741 5550 Address for service by email: rcbusinessadmin@rfs.nsw.gov.au Switch: 02 8741 5555</p> <p>NSW RFS Procurement Section Contact: Contract Officer Email: contracts@rfs.nsw.gov.au</p> <p>NSW RFS Operational Business and Procurement Section Contact: Manager, Operational Business and Procurement Email: rcbusinessadmin@rfs.nsw.gov.au</p> <p>NSW RFS State Air Desk Phone: 1300 677 723 (1300 OPS SAD)</p>
2.	Supplier	<p>CareFlight Limited</p> <p>ABN: 18 210 132 023 Address for service by hand: 4-6 Barden St Northmead 2152 NSW Address for service by mail: Locked Bag 2002 Wentworthville NSW 2145 Address for service by fax: 02 9843 5155 Address for service by email: [REDACTED] Landline Phone: 02 9843 5100 (Switchboard)</p> <p>Contract Manager: [REDACTED] 24 hr Phone: [REDACTED] Email: [REDACTED]</p>
3.	Specified Personnel Clause 2.8	<p>[REDACTED], Manager Southern Aviation [REDACTED], Operations Manager [REDACTED], National Manager of Quality, Safety Health and Environment [REDACTED], Chief Pilot [REDACTED], Head of Training and Checking [REDACTED], Rotary Wing Fleet Manager [REDACTED], Chief Aircrew Officer [REDACTED], Senior Base Aviator</p>

Item	Term	Detail
		<p>██████████, Director of Engineering ██████████, Maintenance Controller</p>
4.	Nominees Clause 2.2	<input checked="" type="checkbox"/> AFAC Member: any member from time to time of the Australasian Fire and Emergency Service Authorities Council, the peak body for fire, land management and emergency services in the Australasian region, or any successor entity with like objectives. <input type="checkbox"/> RFS Contractors: any contractor of RFS, nominated to Supplier by RFS from time to time as a relevant contractor for the purposes of this Deed <input checked="" type="checkbox"/> Public Sector Agency: any of the following: (a) a government agency as defined in the <i>Public Works and Procurement Act 1912 (NSW)</i> ; (b) a public body as defined by clause 6 of the <i>Public Works and Procurement Regulation 2014 (NSW)</i> .
Term		
5.	Term Clause 3	Initial Term: 5 years Commencement Date: 1 August 2018 Expiry Date: 31 July 2023
6.	Renewal Option Clause 3.2	Renewal Option: NSW RFS will have 1 renewal option. Renewal Term: The Renewal Option will be for a period of 5 years commencing on 1 August 2023. Renewal Term Expiry Date 31 July 2028.
Services		
7.	Services	The Services are as follows: (a) Management Services: Administrative and operational management of all capability and regulatory requirements for the NSW RFS Owned Aircraft including; provision of Air Operators Certificate (AOC) requirements; suitable operating base with storage and hangar space for all aircraft, associated equipment and operational personnel; logistical support; insurance; and management of all Specialist Role Equipment. (b) Pilot and Crew Services: Provision of pilots and crew with integrated checking and training including all relevant licences, certifications,

Item	Term	Detail
		<p>ratings, medical checks, ASIC, crew base car, and all HR administrative requirements.</p> <p>(c) Aircraft Maintenance Services: Provision of a maintenance facility and all maintenance services in accordance with manufacturer specifications including compliance with; all regulatory requirements, airworthiness requirements and service bulletins; management of spare parts; mobile servicing capability; record keeping requirements, maintenance planning and all administrative functions associated with maintenance.</p> <p>The Supplier is responsible for the performance of the above Services in accordance with the terms of this Deed.</p> <p>The Services are more fully described in this Deed including in the Specifications.</p>
8.	Specifications	<p>Specifications means any specifications or requirements set out in this Deed. It includes any specifications or requirements agreed to by RFS and the Supplier under and in accordance with the terms of this Deed. It also includes the specifications and requirements set out in:</p> <ul style="list-style-type: none"> • Attachment 1: Supplier Requirements – General • Attachment 2: Dispatch Process • Attachment 3: Personnel Requirements • Attachment 4: Aircraft Requirements • Attachment 5: Invoicing • Attachment 6: Pricing • Attachment 7: Request for Tender • Attachment 8: Request for Tender – Supplier Response <p>The Specifications include any specifications generally published or made publicly available by the Supplier which specifically relates to the Services. It also includes the specifications contained in all technical and user documentation relating to the Services.</p>
9.	Purchase Orders Clause 4.1	<p>NSW RFS will raise Purchase Orders annually for the:</p> <ul style="list-style-type: none"> • Price for the Management Services; • Price for the Pilot and Crew Services; • Price for the Aircraft Maintenance Services. <p>(The details for the Prices for these Services are set out in Attachment 6: Pricing.)</p> <p>NSW RFS will use its reasonable endeavours to raise and provide the first Purchase Orders for the first annual period within 10 Business Days of the Commencement Date. Thereafter, Purchaser Orders will be given on or after each anniversary of the Commencement Date for the next 12 month period. NSW RFS will again use its reasonable endeavours to raise and provide the Purchase Orders within 10 Business Days of the applicable Commencement Date.</p> <p>The NSW RFS will raise additional Purchase Orders from time to time, as it determines appropriate, for other costs or fees due in accordance with this Deed</p>

Item	Term	Detail
		<p>(e.g. items such as reimbursable costs as set out in clause 6.2 of Part C, pass through costs such as those set out in clause 6.4 of Part C or additional Services.)</p> <p>If NSW RFS, in its absolute discretion, believes that urgent Services are required (e.g. for an Incident including preparation for a potential Incident) then NSW RFS may instruct the Supplier to perform those Services (Interim Approval Reference). This can be done verbally. As part of this NSW RFS will provide the Supplier with an interim approval reference. A formal written Purchase Order will then follow as soon as possible. The Supplier will be notified of the details of each relevant Purchase Order or Interim Approval Reference in accordance with clause 4.1 of Part C.</p> <p>The NSW RFS may in its absolute discretion, determine which of its personnel has authority to provide instructions to CareFlight by way of an Interim Approval Reference and the extent of financial authority that personnel has. As at the Commencement Date the relevant personnel and limits are as set out below:</p> <ul style="list-style-type: none"> • Manager, Operational Business and Procurement – up to \$20,000 for any one approval • Director, Response and Coordination – up to \$150,000 for any one approval. <p>The NSW RFS may notify CareFlight of changes to these arrangements and limits from time to time.</p>
Price		
10.	Price Clause 6	<p>The Prices are set out in Attachment 6.</p> <p>The Prices include an annual price for</p> <ul style="list-style-type: none"> • Management Services; • Pilot and Crew Services; • Aircraft Maintenance Services <p>The delivery of the Services, in the first 12 months from the Commencement Date, will be undertaken through a phased ramp-up. This will mean that there will be a reduced level of Services during the ramp-up period. The parties have agreed, through a separate written understanding, that the annual Prices will be reduced. This separate written understanding applies to this Deed.</p> <p>On each anniversary of the Commencement Date, the annual Price for each of the following Services will be varied:</p> <ul style="list-style-type: none"> • Management Services; • Pilot and Crew Services; • Aircraft Maintenance Services <p>The price review mechanism described below will be used. This price review mechanism will apply on each anniversary of the Commencement Date including during any Renewal Term. The first price review will occur on the first anniversary of the Commencement Date.</p>

Item	Term	Detail
		<p>The price review mechanism that will be used is as follows:</p> <ol style="list-style-type: none"> 1. Annual Price for Management Services: $MGT_1 = (42\% \times (WPI_1 / WPI_0) \times MGT_0) + (58\% \times (CPI_1 / CPI_0) \times MGT_0)$ 2. Annual Price for Pilot and Crew Services: $PC_1 = (87\% \times (WPI_1 / WPI_0) \times PC_0) + (13\% \times (CPI_1 / CPI_0) \times PC_0)$ 3. Annual Price for Aircraft Maintenance Services $M_1 = (95\% \times (WPI_1 / WPI_0) \times M_0) + (5\% \times (CPI_1 / CPI_0) \times M_0)$ <p>Where:</p> <p><i>MGT₁ is the varied annual Price for Management Services.</i></p> <p><i>MGT₀ is the initial annual Price for Management Services as set out in Attachment 6, Part D.</i></p> <p><i>PC₁ is the varied annual Price for Pilot and Crew Services.</i></p> <p><i>PC₀ is the initial annual Price for Pilot and Crew Services as set out in Attachment 6, Part D.</i></p> <p><i>M₁ is the varied annual Price for Aircraft Maintenance Services.</i></p> <p><i>M₀ is the initial annual Price for Aircraft Maintenance Services as set out in Attachment 6, Part D.</i></p> <p><i>WPI₁ is the Wage Price Index, Australia 6345.0: Total Hourly rates of pay excluding bonuses (Seasonally Adjusted - All Sectors) published by the Australian Bureau of Statistics for the March quarter immediately preceding the relevant anniversary of the Commencement Date.</i></p> <p><i>WPI₀ is 126.9 corresponding to the Wage Price Index, Australia 6345.0, Total Hourly rates of pay excluding bonuses (Seasonally Adjusted - All Sectors) published by the Australian Bureau of Statistics for the September 2017 quarter.</i></p> <p><i>CPI₁ is the Consumer Price Index 6401.0, All Groups Index Weighted Average for Capital Cities, Australia published by the Australian Bureau of Statistics for the March quarter immediately preceding the relevant anniversary of the Commencement Date</i></p> <p><i>CPI₀ is 111.4 corresponding to the Consumer Price Index 6401.0, corresponding to the All Groups Index Weighted Average for 8 Capital Cities of Australia published by the Australian Bureau of Statistics for the September 2017 quarter.</i></p> <p>To be clear, the relevant annual Prices may increase or decrease following the annual review using the above mechanism.</p> <p>A price review mechanism will apply to the Price for certain additional services as set out in Attachment 6, Part D of this Deed.</p>

Item	Term	Detail
11.	Payment Terms Clause 6.8	30 days after receipt of a correctly rendered invoice provided by the Supplier in accordance with the requirements set out in Attachment 5 and elsewhere in this Deed.
Quality		
12.	KPIs Clause 5.5	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No KPIs include, though may be reasonably amended or added to by NSW RFS: <ol style="list-style-type: none"> (1) Aircraft Availability maximised during the Bush Fire Danger Period (BFDP) with 75% availability or greater during daylight hours. (2) Aircraft Availability maximised during the Non-BFDP with 70% availability or greater during daylight hours. (3) Times for mobilisation from receipt of Dispatch call to aircraft airborne: <ul style="list-style-type: none"> During BFDP: <ol style="list-style-type: none"> a) First aircraft within 15 minutes. b) Second and third aircraft within 1 hour. Outside BFDP: <ol style="list-style-type: none"> a) First aircraft within 30 minutes. b) Second aircraft within 1 hour. (4) All additional maintenance and repairs not included in baseline arrangements quoted and approved prior to work commencing – 100% compliance. (5) A report is provided each week with the forecast of all Aircraft Availability and maintenance requirements over the following 7 days – 100% compliance. (6) Completed Flight Operations Return and correctly rendered invoices for operational costs to be received at NSW RFS within 45 calendar days of returning to the NOB from the Dispatch – 100% compliance. (7) All company, aircraft, ancillary equipment and personnel details are completed and maintained on the web based NAFC aviation information system ARENA – 100% compliance. (8) Any significant incident/event involving NSW RFS Owned Aircraft is notified immediately to NSW RFS. This includes, but is not limited to: <ol style="list-style-type: none"> a) Any collision or damage sustained to the aircraft. b) Any event where the aircraft become inoperable during the BFDP. c) Any event where personnel are injured. d) Any event that may attract media attention. e) Any event that occurs during a Dispatch that will have an adverse operational impact.

Item	Term	Detail
		<p>“Aircraft Availability” for the purposes of KPI assessment is measured as a percentage of total daylight hours that Aircraft are available for mobilisation. This will exclude the time unavailable due to:</p> <ul style="list-style-type: none"> - unscheduled maintenance; - modifications requested by NSW RFS; - Airworthiness Directives as issued by CASA or the National Airworthiness Authority; and - Mandatory Service Bulletins as issued by a relevant original equipment manufacturer.
13.	Review Frequency Clause 5.8	<input checked="" type="checkbox"/> The NSW RFS will review the compliance, performance and KPIs of the Supplier on a quarterly basis.
Tender / Quote		
14.	Tender / Quote Clause 7.1(n)	<p>Is this Deed being entered into pursuant to a tender or quote process?</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p>NSW RFS Reference: RFT-2017-032</p>
Insurance		
15.	Insurance Clause 7.2	<p>Insurance includes the insurance which the Supplier will hold as described in Attachment 8.</p> <p>At minimum, the Supplier must hold and maintain the following insurances:</p> <p><input checked="" type="checkbox"/> Public liability insurance: <i>(for liability to third parties (including passengers, Flight Crew and Crewpersons on the Aircraft) for personal injury and death and damage to property):</i> \$50,000,000 (fifty million) in respect of each claim</p> <p><input type="checkbox"/> Professional indemnity insurance. <i>(Not applicable.)</i></p> <p><input checked="" type="checkbox"/> Product Liability Insurance.</p> <p><input checked="" type="checkbox"/> (for each aircraft) Aircraft Hull Insurance:</p> <ul style="list-style-type: none"> • Airbus AS350 B2 - Squirrel - (VH-NFO) - AUD \$2.7M • Kawasaki BK117B-2 (VH-VRP) - AUD \$4M • Kawasaki BK117B-2 (VH-VRQ) - AUD \$4M

Item	Term	Detail
		<input checked="" type="checkbox"/> WorkCover Insurance. <input checked="" type="checkbox"/> Hangar keeper's Liability Insurance. <input checked="" type="checkbox"/> Compulsory third party and comprehensive insurance in relation to the Supplier owned Specialised Remote Maintenance Vehicle
Attachments & Special Conditions		
16.	Attachments	All of the Attachments detailed in Part B Item 8 above.
17.	Special Conditions (if any) Clause 15.13	<p>1. Branding and NSW RFS Owned Aircraft</p> <p>The NSW RFS has sole discretion as to any branding and markings to be applied to the NSW RFS Owned Aircraft. Unless otherwise directed by NSW RFS, the Supplier is not to cause or permit the affixing of logos, signs, branding, insignia or markings on the NSW RFS Owned Aircraft (For example, any branding of the Supplier or a third party).</p> <p>To be clear, markings may be applied to the NSW RFS Owned Aircraft to comply with laws in relation to visibility and identification.</p> <p>The 'Co-branding' details set out in any Attachments do not apply to this Deed.</p> <p>2. Inventory Management (including Spare Parts)</p> <p>As part of the Management Services and Aircraft Maintenance Services the Supplier will store, purchase and use certain items of inventory (for example Spare Parts, Specialist Role Equipment, tools and consumables) to maintain the NSW RFS Owned Aircraft.</p> <p>The details relating to 'spare parts management' in the 'Supplier's RFT Response' applies to this Deed. (The 'Supplier's RFT Response' is defined at Part D, Attachment 8 of this Deed.)</p> <p>The following also applies to the Services relating to inventory items. The following provisions take priority:</p> <p>(a) NSW RFS owned inventory</p> <p>(i) The NSW RFS owns certain inventory items that it will make available to the Supplier for use with the NSW RFS Owned Aircraft.</p> <p>(ii) Ownership of these inventory items will not pass to the Supplier as a</p>

Item	Term	Detail
		<p>result of the parts being held by the Supplier.</p> <p>(b) Supplier owned inventory items</p> <p>(i) Supplier owned inventory items may be used by the Supplier to provide the Services for NSW RFS Owned Aircraft in accordance with these provisions.</p> <p>(ii) The costs of the inventory items such as Spare Parts and consumables are to be charged to the NSW RFS at no more than cost price. This cost price will include proportionate and reasonable associated costs e.g. freight and customs charges. These costs are to be notified and agreed with NSW RFS in advance.</p> <p>(iii) A Supplier owned Spare Part or consumable becomes the property of the NSW RFS once it has been delivered (to the Supplier's premises) and payment is received from NSW RFS. This sub-clause excludes Spare Parts loaned by the Supplier to NSW RFS.</p> <p>(c) Requirements for inventory items</p> <p>The Supplier must ensure that any Supplier owned or purchased inventory items (including Spare Parts) to be used for the NSW RFS Owned Aircraft are:</p> <p>(i) new or warranted as new (unless agreed otherwise);</p> <p>(ii) free from defects or omissions in workmanship, design or performance;</p> <p>(iii) a genuine replacement of the original part or consumable item and is of the same brand as the equipment from which the part or consumable item is being replaced (unless otherwise agreed);</p> <p>(iv) of merchantable quality;</p> <p>(v) fit for the purposes for which it will be used and for the purposes which the goods are ordinarily used;</p> <p>(vi) provided so that they will conform to the requirements set out in this Deed including the Specifications and any relevant standards; and</p> <p>(vii) free from any encumbrances or security interests.</p> <p>The Supplier will ensure the NSW RFS is assigned or otherwise receives the full benefit of all available and applicable manufacturers' warranties and guarantees in relation to all Supplier owned or purchased inventory items (including Spare Parts) used for the Services.</p> <p>(d) Purchasing of inventory items</p>

Item	Term	Detail
		<p>From time to time either of the parties may identify a need for the purchase of further inventory items.</p> <p>Where the Supplier identifies a need for further items to be purchased it must:</p> <ul style="list-style-type: none"> (i) investigate possible supply options such that the inventory items can be purchased to comply with the requirements of this Special Condition including in the paragraph above; (ii) provide the NSW RFS with sufficient information regarding the need for the items so that NSW RFS can make an informed decision regarding the purchase / need. Such information is to include the nature of the inventory item, any timing considerations, costs of the items and any charges related to its delivery, installation, storage and use; (iii) obtain the consent of the NSW RFS prior to ordering or purchasing the inventory item; and (iv) on receipt of instructions from NSW RFS to purchase the inventory item the Supplier is to arrange for the purchase. <p>The NSW RFS will raise a purchase order for the purchase of the inventory item prior or as soon as reasonably practicable after providing instructions for the purchase of the inventory items.</p> <p>Following receipt and acceptance by the Supplier of the purchased inventory items, the Supplier may issue the NSW RFS with an invoice for the cost of the inventory items in accordance with Attachment 6, Part D of this Deed. The invoice is to include the Purchase Order number or Interim Approval Reference number (as the case may be) and any supporting information. It is to be paid in accordance with the Payment Terms.</p> <p>The Supplier must inspect the inventory items purchased and ensure that the items are suitable and capable of being accepted. This includes ensuring that the items satisfy the requirements in this Special Condition (e.g. free from defects, of merchantable quality).</p> <p>The inventory items purchased in accordance with the above become the property of the NSW RFS on payment of the Supplier's invoice by the NSW RFS.</p> <p>(e) Replaced Spare Parts</p> <p>Spare Parts that have or will be replaced or removed will remain the property of the NSW RFS on removal from the NSW RFS Owned Aircraft excluding Spare Parts loaned by the Supplier to NSW RFS.</p>

Item	Term	Detail
		<p>Prior to removal the Supplier must obtain instructions from NSW RFS as to how the Spare Part being replaced should be dealt with (e.g. remove Confidential Information from the replaced part and/or dispose of the replaced part.)</p> <p>(f) Use of certain items</p> <p>(i) The Supplier must obtain the consent either verbally or in writing from the NSW RFS prior to use of any Spare Part. If given verbally, CareFlight will follow to seek to obtain the consent in writing.</p> <p>The NSW RFS may at its discretion provide a general consent for use of any types of Spare Part.</p> <p>(ii) No consent from NSW RFS is required for the use by the Supplier of inventory items such as Specialist Role Equipment or consumable items.</p> <p>The Supplier must keep sufficient records of its use of such inventory items so as to allow NSW RFS to determine when such items were used and if the use was reasonable.</p> <p>(g) Records</p> <p>The Supplier must keep and maintain a register which sets out comprehensive and complete records of all inventory items relating to the Services including the owner of the items and any review of those items. The Supplier is responsible for and must keep the register up-to-date during the Term by ensuring all inventory items are included and accurately detailed in the register including details around receipt and acceptance of all items including those newly acquired.</p> <p>NSW RFS may request access to and review the register at any time and from time to time. The Supplier must update the register to take account of any comments that NSW RFS gives from time to time.</p> <p>(h) Storage of inventory items</p> <p>The Supplier must ensure that all inventory items are securely stored in an appropriate storage facility. Such storage should have safeguards to ensure that theft and damage and loss for item is prevented.</p> <p>The Supplier must store the NSW RFS owned inventory items separate to the Supplier's inventory items such that there is no reasonable possibility of confusion between the inventory items owned by the two parties.</p> <p>3. Implementation Plan</p> <p>The Supplier will deliver the Services in accordance with the 'implementation</p>

Item	Term	Detail
		<p>plan' attached at Attachment 8. This plan sets out the resources, activities and timing required for delivery of the Services.</p> <p>4. Expansion of night operations</p> <p>As at the date of this Deed the NSW RFS Owned Aircraft are used for night operations on a 'trial' basis ("Night Operations Trial"). The Night Operations Trial requires the Supplier to have a minimum capability for one of the NSW RFS Owned Aircraft to be dispatched with NVG and NVIS trained Flight Crew.</p> <p>The NSW RFS' Night Operations Trial will likely expand from 1 August 2019 – NSW RFS will advise if this is not the case for whatever reason. From 1 August 2019 the Supplier will need to maintain a capability for all the NSW RFS Owned Aircraft to be dispatched with NVG and NVIS trained Flight Crew. These night operations may be conducted away from the Supplier's NOB and the expansion may result in the need for:</p> <ul style="list-style-type: none"> - Changes to arrangements for rest/sleep so that compliance with the requirements set out in the Supplier's CASA approved Fatigue Management System is maintained. As at the date of this Deed the Supplier's rest/sleep facilities have capacity to accommodate 2 Flight Crews. NSW RFS will reimburse the Supplier for the reasonable costs of rest/sleep facilities (i.e. meal and accommodation costs) at the Service Location in accordance with Part C, clause 6.2(d). - Use or procurement of additional NVG sets: The Supplier has sufficient sets of its preferred NVG model (ITT ANVIS 9) to cater for the Night Operations Trial in the first 12 months of this Deed. When the Night Operations Trial is expanded more sets of an agreed model are likely to be required to be purchased by the NSW RFS as part of Inventory. - Changes to roster arrangements: If the expansion of the Night Operations Trial requires more than one Flight Crew to be available for each NSW RFS Owned Aircraft this may result in increased personnel costs under this Deed. <p>The Supplier has advised that it is capable of providing NVG qualified flight crew without the Supplier incurring any additional costs for training and qualifications for those personnel.</p> <p>If the Supplier considers that the expansion will result in a material increase in its costs of providing the Services it may propose a variation to the Prices for this Deed. NSW RFS will consider such proposal.</p> <p>To enable the NSW RFS to make an informed decision regarding this proposal, the Supplier must provide to NSW RFS:</p> <ul style="list-style-type: none"> - information about how the expansion of night operations will impact the Supplier's costs

Item	Term	Detail
		<ul style="list-style-type: none"> - options setting out the most cost effective ways that any potential additional costs may be dealt with - a costs break-down for any additional costs; and - any further information requested by NSW RFS. <p>NSW RFS will provide the Supplier with written response in relation to such a costs proposal. To be clear the NSW RFS may, in its absolute discretion, reject, accept or propose a variation to the proposal.</p> <p>The Supplier is not to incur costs or increase its Prices until it has received the consent from the NSW RFS to do so.</p>

PART C – COMMERCIAL TERMS

1. Definitions and Interpretation

1.1 Terms defined below, in the Agreement Details or elsewhere in this Deed have those meanings when used in this Deed.

In this Deed, except where contrary intention is expressed, these words and terms have the following meaning:

AFAC means the Australasian Fire and Emergency Service Authorities Council, the peak body for fire, land management and emergency services in the Australasian region, or any successor entity with like objectives and authority.

Agreement Details means Part B – Agreement Details, of this Deed.

Aircraft means any Fixed Wing, Helicopter or Remotely Piloted Aircraft together with any on board equipment (including communication and surveillance equipment), systems, data or products utilised to perform operational Services

Air Operator Certificate or **AOC** has the same meaning as in the *Civil Aviation Act 1998* (Cth).

ARENA means the national online system for supporting the use of Aircraft for fire and emergency response managed by NAFC.

ASIC means an Aviation Security Identification Card.

Aviation Operations means the aerial operations conducted or managed by the NSW RFS or its Nominees through the State Air Desk (SAD) in response to any Incident, Emergency or significant demand for Aircraft.

Authorisation includes any accreditation or certification of competency required by any applicable law (including any guideline), consent, authorisation, registration, filing, lodgement, permit, franchise, agreement, notarisation, certificate, permission, licence, approval, direction, declaration, authority or exemption required from, by or with a government agency. (A government agency includes a semi-governmental, administrative, statutory, municipal, fiscal or judicial body, department, commission, authority, tribunal, person, agency or entity.)

Automated Flight Following Device means a device that records the position, altitude, speed and heading of the Aircraft at set intervals and transmits that information within a certain time period via a communications system to a designated electronic information server. Also known as **Automated Dependent Surveillance**.

Bush Fire Danger Period or **BFDP** has the meaning as set out in the *Rural Fires Act 1997*(NSW), presently for land in the State of NSW, as the period commencing on 1 October and ending on 31 March in the following year.

CAO means a Civil Aviation Order as issued by CASA in accordance with the *Civil Aviation Act 1988* (Cth).

CASA means the Civil Aviation Safety Authority as created by the *Civil Aviation Act 1988* (Cth).

Charter means operations conducted in accordance with civil aviation legislation, regulations, and rules applicable at the time for an air transport operation for the non-scheduled carriage of passengers for hire or reward (by small or large aircraft, as applicable).

Chief Pilot means a person approved by CASA who has been appointed to control all Flight Crew training and operational matters that affect the safe conduct of the operations authorised by the Supplier's AOC. This also includes any person referred to by CASA as Head of Flying Operations.

Commencement Date means the date referenced in Item 5 of the Agreement Details.

Commercial Terms means Part C – Commercial Terms, of this Deed.

Confidential Information means any information of a party (including information regarding its business, operations, strategies, products or services, and regardless of the form of the information) of which the other party becomes, or may become, aware in connection with this Deed or the supply of the Services and which is marked confidential or should in the circumstances reasonably be considered as confidential.

Consumer Price Index or CPI and WPI means the indexes referred to in Item 10, Part B and Attachment 6.

Contract Manager means the person whose details are recorded in Item 2, Part B or any replacement person notified in writing by the Supplier to NSW RFS from time to time.

Crewperson means a suitably qualified person capable of supervising and assisting with loading or unloading Personnel and equipment from the Aircraft with the engine running; or with winch operations; or with night operations; or when the Aircraft is operating in a confined or remote area or on unfavourable terrain or in reduced visibility.

Crew Resource Management or CRM means a procedure and training system used for improving air safety through communication, leadership and decision making in the cockpit of an Aircraft.

Dangerous Goods are defined in accordance with the Australian Code for the Transport of Dangerous Goods by Road and Rail (Edition 7) and Civil Aviation Safety Regulations.

Defective Services means Services supplied to NSW RFS that do not conform to the Specifications or a Purchase Order, Interim Approval Reference or a Dispatch, breach the warranties in clause 7.1, Part C, or are damaged or otherwise defective.

Dispatch means an order for an operational task placed in accordance with clause 4.2, Part C which sets out the details of the Tasks to be performed by the Supplier and incorporates the terms of this Deed.

Dispatch Number is a number that is issued to identify a Dispatch.

Dispute Procedure means the procedure described in clause 14, Part C.

ELT means emergency locator transponder.

Emergency for the purpose of this Deed means an Incident where:

- (a) there is imminent threat to life or property or persons are injured; and
- (b) a duly authorised Incident Controller (or his or her delegate) has determined that the Incident is an emergency and communicated that determination to the Supplier.

Expiry Date means the date referenced in Item 5 of the Agreement Details.

Firebombing means the dropping of fire suppressant or fire retardant from an Aircraft

in order to assist with the control or suppression of a fire as required by the agency responsible for controlling or suppressing the fire. Firebombing also applies to the dropping of substances for training, demonstration and simulation purposes.

Flight Crew means any pilot-in-command, co-pilot, flight engineer or other member of the crew of an Aircraft (excluding Crewpersons) who are required by statute or by this Deed to pilot or operate an Aircraft when the Aircraft is conducting Services under this Deed.

Flight Operations Return or **FOR** means any document required by the NSW RFS or its Nominees to record details of the daily flying and/or standby associated requirements under this Deed.

Forward Looking Infrared or **FLIR** means an imaging device that operates in the thermal infrared spectrum.

Fuel Solution means collectively the vehicle and/or trailer and associated equipment (meeting the Specifications), that may be required to deliver fuel into a NSW RFS Owned Aircraft.

Helicopter means a form of manned Aircraft whose lift is produced by engine driven rotors. Also referred to as Rotary Wing Aircraft.

Incident means an event which requires a response by an emergency service such as the NSW RFS in order to mitigate its effect.

Incident Controller means the person who is authorised to assume overall control, command and coordination of the response to an Incident. For NSW RFS and bushfire Incidents, this is in accordance with the provisions of the *Rural Fires Act 1997*.

Initial Term means the initial term referred to in Item 5 of the Agreement Details.

Initial Term Expiry Date means the date referred to in Item 5 of the Agreement Details.

Intellectual Property means any intellectual and industrial property rights and interests (including common law rights and interests) including, without limitation:

- (a) patents, trademarks, service marks, copyright, registered designs, trade names, symbols, and logos;
- (b) patent applications and applications to register trademarks, service marks and designs; and
- (c) formulae, methods, plans, data, drawings, specifications, characteristics, equipment, designs, inventions, discoveries, improvements, know-how, experience, software products, trade secrets, price lists, costings and brochures.

Interagency Aviation Standard Operating Procedures means the interagency standard operating procedures, as updated or renamed from time to time.

Interim Approval Reference has the meaning given at Item 9 of the Agreement Details.

KPIs means the KPIs referenced in Item 12 of the Agreement Details.

NAFC means the National Aerial Firefighting Centre or any successor entity with like objectives and authority.

NOB or **Nominated Operational Base** means the location at which the Supplier has agreed the NSW RFS Owned Aircraft be based during the Term.

Nominee or Nominees means any person or the persons referred to in Item 4 of the Agreement Details.

NSW RFS Aviation Section means the section of the NSW RFS that coordinates the Aviation Operations including the operation of the SAD and the Interagency Aviation Standard Operating Procedures.

NSW RFS Operational Business and Procurement Section means the section within the NSW RFS that coordinates aviation related procurement, manages approval data in ARENA, coordinates Deed compliance checks, processes invoices and manages all contract requirements associated with NSW RFS Owned Aircraft.

NSW RFS Owned Aircraft means the Rotary Wing Aircraft owned by NSW RFS that are the subject the Services for this Deed. More specifically, this includes the Airbus AS350 B2 - Squirrel (VH-NFO), Kawasaki BK117B-2 (VH-VRP) and Kawasaki BK117B-2 (VH-VRQ).

NVIS or Night Vision Imaging System means a night imaging system as defined and used in accordance with CASA regulations. Presently this means a self-contained binocular night vision enhancement device, usually including goggles, that:

- (a) is helmet mounted or otherwise worn by a person; and
- (b) can detect and amplify light in both the visual and near infra-red bands of the electromagnetic spectrum.

Operating Environment means the environment in which the Services will be supplied which may include the following features:

- (a) meteorological conditions at extremes with weather conditions generating extreme turbulence;
- (b) significantly reduced visibility caused by smoke, low cloud, dust or precipitation;
- (c) terrain that may be unfamiliar to the Supplier's Personnel;
- (d) risk of dehydration, fatigue and other effects on Personnel;
- (e) daylight hours extending from 0530 to 2030;
- (f) multiple Aircraft operating in close proximity;
- (g) working as part of an Emergency Operation, which may include situations where life or livelihoods are threatened;
- (h) stress associated with large scale Emergency operations;
- (i) operations occurring at low level with hazards including the terrain, smoke, wires, obstructions, locusts or birds;
- (j) a need to supply the Services from air strips and air pads with variable surface conditions of minimal size or length, potentially in remote locations; or
- (k) prolonged periods where services are required, potentially up to several months.

Payment Terms means the payment terms referenced in Item 11 of the Agreement Details.

Personal Information has the meaning given by section 4 of the *Privacy and Personal Information Protection Act 1988* (NSW).

Personnel means any persons employed or engaged by the Supplier to carry out any task related to the provision of the Services under this Deed, including any personnel employed or engaged by a subcontractor.

Price means, subject to clause 6.1, Part C, the price set out in Item 10 of the Agreement Details.

Purchase Order means an order for Services placed by NSW RFS in accordance with clause 4.1 and incorporates the terms of this Deed.

Purchase Order Requirements means the Purchase Order requirements set out in Item 9 of the Agreement Details.

Related Body Corporate has the meaning in section 9 of the *Corporations Act 2001* (Cth).

Renewal Option (if granted) means the option in NSW RFS's favour to extend the Initial Term of this Deed referred to in Item 6 of the Agreement Details and clause 3.2, Part C.

Renewal Term means the renewal term referenced in Item 6 of the Agreement Details (if the Renewal Option is granted).

Renewal Term Expiry Date means the renewal term expiry date referenced in Item 6 of the Agreement Details.

Review Frequency means the review frequency referenced in Item 13 of the Agreement Details.

Safety Management System or **SMS** means an integrated systematic approach to managing safety, including the necessary organisational structures, accountabilities, policies and procedures.

Service Data means any information, data, materials, products or other items acquired, provided or generated in the course of the Supplier providing the Services and includes without limitation:

- (a) aircraft tracking data, event reporting information or similar records obtained through aerial surveillance or otherwise in the course of the Services;
- (b) any photographs, images, video, data or information captured through FLIR camera, other cameras or recording devices about Incidents, Incident or Emergency operations, areas where Incidents or Emergencies may or have occurred, risks of a fire, Incident, Emergency or other event occurring and any other activity which may occur in the course of the Services being provided; and
- (c) data or information gathered in the course of the provision of the Services.

Service or **Services** means the service or Services set out in Part B Item 7 of this Deed which the Supplier will supply to the NSW RFS in accordance with the terms of this Deed.

SOP means standard operating procedure.

Spare Parts includes all parts necessary for the maintenance of the Aircraft in accordance with this Deed.

Specialist Role Equipment includes equipment such as winches, aerial incendiary machines, or FLIR.

Specialised Remote Maintenance Vehicle means the vehicle to be purchased, owned and fitted out and used by the Supplier for in-field maintenance of the NSW RFS Owned Aircraft for the Services.

Special Conditions means the special conditions (if any) set out in Item 17 of the Agreement Details.

Specifications means:

- (a) the specifications of the Services set out or referred to in Item 8 of the Agreement

Details, or in a Purchase Order;

- (b) if no such specifications are included, the specifications in the most recent specification sheet, brochure, website or other written material, published by the Supplier or its suppliers or agents prior to the relevant Purchase Order; and/or
- (c) the usual specifications for the Service consistent with best industry practice in Australia, including in the case of any services, the standards to which such services should be performed,

with any conflict or inconsistency between those various specifications resolved in favour of the more rigorous specifications.

Specified Personnel means the persons listed in Item 3 of the Agreement Details.

State Air Desk or **SAD** means the section of NSW RFS responsible for coordinating the management, allocation and monitoring of approved aviation resources for the NSW RFS and its Nominees in the event of Incident, Emergency or significant demand for Aircraft.

Tactical Aircraft refers to Aircraft with capabilities to conduct Firebombing, spraying, aerial baiting, animal or pest management, mustering, spotting or reconnaissance. Tactical Aircraft includes turbine Helicopters as well as turbine and piston powered Fixed Wing Aircraft

Tasks means the specific Services requested by Dispatch in accordance with clause 4.2, Part C of this Deed.

Term means the period commencing on the Commencement Date and ending on the date on which this Deed expires or terminates in accordance with clause 3.1, Part C.

1.2 In this Deed, unless otherwise specifically stated or the context otherwise requires:

- (a) a document (including this Deed) includes any variation or replacement of it;
- (b) headings are for convenience only and do not affect interpretation of this Deed;
- (c) any reference in this Deed to a "**person**" includes an individual, company, association, trust or other organisation, in each case whether or not having separate legal personality;
- (d) any reference to a statute, code, or other law includes regulations and other instruments made under it and consolidations, amendments, re-enactments or replacements of it;
- (e) the singular includes the plural and vice versa;
- (f) a reference to one gender includes each other gender;
- (g) the words "include", "including", "for example" or "such as" are not used as, nor are they to be interpreted as, words of limitation, and, when introducing an example, do not limit the meaning of the words to which the example relates to that example;
- (h) references to a week, month or year are references to a calendar week, month or year, as the case may be;
- (i) each attachment forms part of this Deed;
- (j) references to money are to Australian dollars;
- (k) references to times of day or dates are to times and dates in New South Wales;

- (l) a reference to either party is a reference also to that party's executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns; and
- (m) a reference to “supply” or “deliver” or similar, in relation to Services, is to be read as including a reference to physical supply and/or delivery of product Deliverables, and/or performance of service Deliverables, as the case requires.

2. Supply of Services

- 2.1 **Supply:** This Deed records the Supplier’s agreement to supply the Services to NSW RFS during the Term and subject to the terms of this Deed.
- 2.2 **Nominees:** The Supplier’s supply agreement extends to supplying Services to a Nominee if and when that Nominee requests to be so supplied by specific reference to an operational Dispatch.
- 2.3 **Non-exclusive:** This Deed does not confer any exclusivity or preference on the Supplier in relation to the supply of the Services to NSW RFS.
- 2.4 **Subcontracting:** The Supplier may not subcontract the performance of any of its obligations under this Deed without the prior written consent of NSW RFS or provision of an Interim Approval Reference. If the NSW RFS does so consent, the Supplier may subcontract on terms acceptable to NSW RFS and regardless the Supplier will remain fully liable to NSW RFS for all its obligations under this Deed (notwithstanding the subcontracting) and for all acts and omissions of its subcontractors as fully as if they were the acts and omissions of the Supplier. The Supplier must ensure:
 - (a) that each subcontractor is appropriately skilled, qualified, licensed and experienced to carry out the Services under this Deed;
 - (b) that each subcontractor is aware of and complies with the terms of this Deed that are relevant to the subcontractor’s performance of any work;
 - (c) that each subcontractor operates under the Supplier’s AOC or Certificate of Approval unless otherwise permitted by NSW RFS;
 - (d) that it has in place appropriate controls and systems for the regulation and supervision of subcontractors;
 - (e) that it has in place processes to satisfy itself that its subcontractors will comply with all applicable legislation and regulations, particularly in relation to industrial relations and safety;
 - (f) that it will promptly attend to the payment of all its subcontractors and fully indemnify and hold harmless NSW RFS from any claims for payment by its subcontractors;
 - (g) that it has in place appropriate orders of precedence of documents and procedures to resolve any conflict between the documents or procedures of the Supplier and its subcontractors, including but not limited to, any operations manual or operations manual supplement;
 - (h) that it has the right to terminate, in whole or part, any subcontract should the NSW RFS exercise its rights to terminate under this Deed;
 - (i) the Supplier’s subcontractor takes out and maintains insurance policies the Supplier is required to obtain under this Deed including workers’ compensation insurance in accordance with the relevant legislation and regulatory requirements; and
 - (j) the subcontractor immediately ceases work upon the Supplier receiving notice from the NSW RFS of the withdrawal of any consent given under this clause.

2.5 **Provision of Services:**

- (a) The Supplier will supply the Services in accordance with this Deed.
- (b) The Supplier must work cooperatively and in good faith with NSW RFS's Personnel including other service providers.

2.6 **No reliance by Supplier:** The Supplier acknowledges that it does not rely on any representation or statement made by or on behalf of NSW RFS, including any representation as to the quantity of Services to be or potentially to be required by NSW RFS, other than the express provisions of this Deed.

2.7 **Supplier's skill and experience:** The Supplier accepts that the NSW RFS enters into this Deed relying on the Supplier's representations that:

- (a) it possesses and will maintain for the duration of the Term the skill, experience and ability to provide the Services to a high standard and in a safe manner;
- (b) its Personnel and Equipment will comply with any requirements set out in this Deed and any representations made by the Supplier as to capability set out in the Suppliers Response to Request for Tender unless and except to the extent inconsistent with the express provisions of this Deed (including those set out in Attachment 8 of Part D).

2.8 **Supplier Personnel (including Specified Personnel):**

- (a) The Supplier must use only appropriately skilled, qualified, licensed and experienced Personnel to provide the Services.
- (b) The Supplier will provide notice to the NSW RFS within 7 days if any of the Specified Personnel ceases to be one of the Supplier's Personnel, or is unable to perform his or her role in providing the Services.
- (c) If the Supplier's Personnel are unable or are not suitable in the reasonable opinion of the NSW RFS, to undertake the work assigned to them, or are otherwise no longer available, the Supplier must promptly, to ensure there is no impact on continuity of Services, provide replacement Personnel acceptable to the NSW RFS at no additional charge.
- (d) The Supplier must consult with NSW RFS on potential replacement candidates (including providing resumes of such candidates for the approval of NSW RFS) for any Specified Personnel that require replacement whether such replacement was at the request of NSW RFS or otherwise.

2.9 **Appointment of Contract Manager:** The Supplier will appoint a Contract Manager for the Term and notify NSW RFS of the details of the Contract Manager including name, title and direct contact information. The Contract Manager:

- (a) will be designated as the representative of the Supplier in relation to the management of any performance or policy issues in respect of this Deed;
- (b) must attend meetings and briefings with the NSW RFS as reasonably required;
- (c) must provide reports in relation to the provision of the Services to NSW RFS as reasonably requested;
- (d) will act as the Supplier's representative and will have the authority to make decisions and take any other action binding on the Supplier in relation to the Deed;

- (e) must be immediately contactable, available and accessible to NSW RFS;
- (f) must be located in New South Wales;
- (g) must do all he or she reasonably can do to ensure the Supplier fulfils all its obligations under this Deed, including cooperating with and not in any way hindering NSW RFS and its other contractors in the performance of their duties, responsibilities and obligations;
- (h) must be replaced by the Supplier with another Contract Manager if so requested by NSW RFS (acting reasonably); and
- (i) may be replaced by the Supplier with a new nominated Contract Manager provided the Supplier advises NSW RFS in writing prior to the appointment of a new Contract Manager.

2.10 Organisation Chart:

- (a) The Supplier will maintain an organisation chart with the names and details of Personnel, including Specified Personnel, involved in providing the relevant Services or as required by this Deed (for example, in relation to dispute escalation).
- (b) The Supplier will provide an updated organisation chart to the NSW RFS within 7 days of any person listed in the organisation chart changing roles.

2.11 Industrial Relations Issues: The Supplier must immediately notify NSW RFS of any industrial relations issues that adversely affect or are likely to adversely affect the Supplier's Personnel's performance under this Deed.

3. Term

3.1 Term: This Deed commences on the Commencement Date and will expire on:

- (a) the Initial Expiry Date; or
- (b) the Renewal Term Expiry Date (if Renewal Option is granted and exercised), unless terminated earlier in accordance with its terms.

3.2 Renewal Option: If NSW RFS gives notice in writing to the Supplier no less than **90 days** before the Expiry Date that it wishes to exercise the Renewal Option, then unless this Deed is terminated earlier in accordance with its terms:

- (a) this Deed will not expire on the Expiry Date;
- (b) the Term will be extended from the Expiry Date for the Renewal Term; and
- (c) this Deed will expire on the Renewal Term Expiry Date.

3.3 Price variation on exercise of Renewal Option: If NSW RFS exercises the Renewal Option, then the Price for the Renewal Term will vary in accordance with a price variation method proposed by the Supplier which is acceptable to the NSW RFS – as described in this clause.

If **no Price variation proposal is given** by the Supplier, the Prices for the Services for the Renewal Term will be the same as those then apply at the end of the Initial Term – with the price review mechanism (e.g. CPI, WPI) in accordance with Item 10, Part B will apply.

If however a **Price variation proposal is given** by the Supplier, then to enable NSW RFS to make an informed decision regarding this proposal and the exercise of the

Renewal Option the Supplier must, no less than **180 days** before the Expiry Date provide the proposal. It must set out full details about the proposed Price variation for the Renewal Term including:

- (a) the proposed price variation in respect of each service;
- (b) the components that inform the proposed price variation;
- (c) options setting out the most cost effective ways that any potential increases in costs can be dealt with.

The Supplier must provide NSW RFS with any further information reasonably requested.

NSW RFS retains absolute discretion as to whether it accepts, proposes a variation to or rejects the proposal.

If the parties have **not agreed to a new Price** for the Renewal Term by the day that is **120 days** before the Expiry Date, then unless otherwise agreed in writing, this Deed will expire on the Initial Expiry Date.

4. Ordering & Dispatch

4.1 **Purchase Orders:** Purchase Orders shall:

- (a) be given by NSW RFS to the Supplier in accordance with the reasonable procedures determined by NSW RFS and notified to the Supplier from time to time including those set out in Item 9, Part B;
- (b) specify the Price and details of Services ordered; and
- (c) specify (if relevant) the date or period during which the Services are to be delivered and/or performed.

4.2 **Dispatch:** The NSW RFS will request mobilisation of the NSW RFS Aircraft through a Dispatch which will:

- (a) be issued by NSW RFS to the Supplier in accordance with the reasonable procedures determined by NSW RFS and notified in writing (including by ARENA Dispatch emails) to the Supplier from time to time (currently as set out in Attachment 2);
- (b) specify the Tasks and NSW RFS Aircraft required; and
- (c) specify the date and time on which or during which, and the Service location at which, the Services are to be supplied and/or performed. For the avoidance of doubt, NSW RFS Aircraft shall be delivered when and where required by the Dispatch and the Tasks may be required to be performed on a date or over a specified or unspecified period of time ("**Supply Date**").

4.3 **Supplier obligations:** The Supplier must:

- (a) maintain a suitable, reliable communication system which complies with any requirements for such a system as set out in this Deed, or as otherwise notified by NSW RFS to the Supplier, such that the Supplier will be able to be notified of a Purchase Order/Dispatch without delay;
- (b) confirm receipt of a Purchase Order within two Business Days of notice of the Purchase Order having been provided by NSW RFS;
- (c) supply the Services specified in any Purchase Order or Dispatch in accordance with that Purchase Order or Dispatch (as the case may be), including in relation to the Supply Date;

- (d) comply with any reasonable terms expressly included in a Purchase Order that are additional to the terms of this Deed, unless it expressly rejects such terms within two Business Days of it having received notice of the Purchase Order; and
- (e) comply with any reasonable terms expressly included in a Dispatch that are additional to the terms of this Deed, unless it expressly rejects such terms within two hours of the Dispatch having been placed by NSW RFS.

4.4 **Stock and capacity:** Without limiting clause 2.4 of Part C, the Supplier shall:

- (a) in respect of services relating to NSW RFS Aircraft or related equipment – retain sufficient Personnel and resources for the performance;
 - (b) in respect of other Services – retain sufficient Personnel and resources,
- to meet NSW RFS’s reasonably foreseeable demand for such Services.

4.5 **Electronic information:** If NSW RFS has or subsequently develops an electronic platform (eg. an internet site) for cataloguing and/or ordering its suppliers’ products and services, the Supplier will comply with any reasonable request of NSW RFS to provide relevant information regarding the Services directly into, or in a form and manner to enable NSW RFS to input that information into, that platform.

5. Standards, performance and delivery matters

5.1 **Specifications and performance:** Without limiting any other obligations in this Deed, the Supplier must provide the Services:

- (a) in a manner that complies with all applicable laws in the performance and delivery of the Services;
- (b) in a manner that ensures that the Supplier (and its Personnel) hold and comply with all required Authorisations in the performance and delivery of the Services;
- (c) in accordance with the Specifications and this Deed, together with all materials, services, functions and responsibilities not specifically described in this Deed, but which are incidental to or otherwise necessary for the Supplier to provide the Services;
- (d) in a manner which meets or exceeds the KPIs;
- (e) in accordance with all relevant Australian industry standards, best practice and guidelines, including any standards specified in the Specifications or any warranties set out in this Deed;
- (f) with a high degree of care, safety, skill and diligence in a proper and professional manner having regard to the nature of the Services and the Operating Environment;
- (g) in a manner which reasonably could be expected to protect the NSW RFS and its Nominees’ interests;
- (h) in accordance with all relevant policies of the NSW RFS disclosed to the Supplier by the NSW RFS from time to time including those set out in this Deed;
- (i) in accordance with any reasonable directions given by NSW RFS from time to time;
- (j) if timing requirements are specified in the Specifications or otherwise in accordance with this Deed or otherwise notified by NSW RFS, in accordance with those timing requirements;
- (k) where no timing requirements are specified in the Specifications or otherwise

under this Deed, or notified by the NSW RFS, reasonably promptly and without undue delay; and

- (l) otherwise in accordance with the provisions of this Deed.

5.2 **Changes to Specifications:**

- (a) The Supplier will not make any changes to the NSW RFS aircraft or Specifications unless it has sought and obtained written consent from NSW RFS. In any request for a change, the Supplier must clearly identify the need for such change and any expected improvement in the Services it provides.
- (b) If at any time during the Term, NSW RFS requires a change to the Specifications, the Supplier agrees to consider such change in good faith and, if reasonable, implement such change as soon as practicable.
- (c) If the implementation of the change would result in an increase in the Price, the Supplier agrees to notify NSW RFS within 7 days of NSW RFS informing the Supplier of the required change, and provide NSW RFS with a proposed revised Price. If after being provided with the revised Price NSW RFS wishes the Supplier to implement the change, it will notify the Supplier accordingly, otherwise any change implemented by the Supplier will be at its discretion and will not result in any Price increase.
- (d) NSW RFS will not pay and reserves the right to dispute any invoice which is based on a Price for changed Specifications if prior written approval or consent was not obtained in accordance with clause 5.2(a) and (c), Part C.

5.3 **Defective Services:** Without limiting NSW RFS's rights or remedies under this Deed or otherwise, if the Supplier supplies Defective Services, then NSW RFS may give a notice in writing to the Supplier specifying the Services affected, the defects in question and (at NSW RFS's discretion) a reasonable timeframe for rectifying those defects (which may include re-performing services). If the Supplier receives such a notice it must at its own cost and at NSW RFS's option:

- (a) perform the relevant services again within the timeframe specified in the notice; or
- (b) credit NSW RFS with an amount equal to the invoice price attributable to the Defective Services.

5.4 **Costs:** The Supplier shall, at NSW RFS's option, pay or credit to NSW RFS all costs incurred by NSW RFS due to the supply of Defective Services, including but not limited to administrative costs.

5.5 **KPIs:**

- (a) The Supplier must provide the Services so as to meet or exceed the KPIs.
- (b) The Supplier is to keep records of its performance as against the KPIs and provide reports of its performance to NSW RFS to allow NSW RFS to review the Supplier's performance at the Review Frequency.
- (c) In addition to and without any other right it has under this Deed, the NSW RFS reserves its right to take into account the extent to which the Supplier has met or exceeded, or failed to meet or comply with, the KPIs when determining if it will take any action in accordance with its other rights under this Deed.
- (d) If the Supplier fails to perform the Services, meet any of its KPIs or any other requirement under this Deed with respect to the Services, the Supplier will, without prejudice to either party's other rights or obligations under this Deed at no additional cost to NSW RFS, immediately:

- (i) advise NSW RFS;
- (ii) investigate the underlying failure to perform the Services, meet the KPI or the requirement;
- (iii) take whatever action is reasonably necessary to minimise the impact on the performance of the Services and prevent fault from recurring;
- (iv) correct the problem and perform the Services, meet the KPI or other requirement; within 5 Business Days, or as otherwise agreed between the parties prepare a detailed report identifying the reason for the failure, the impact of the failure on the Services and mitigation strategies to avoid the recurrence.

5.6 **Compliance and ethics:** The Supplier must comply with all applicable laws, rules and regulations of the countries in which it operates. This includes those related to environmental matters, data protection or privacy, anti-bribery/corruption, wages, hours, and conditions of employment, subcontractor selection, discrimination, work health and safety, and motor vehicle safety. *For the avoidance of doubt, nothing in this document relieves the Supplier from any of its responsibilities under any laws of Australia, or from any obligation to comply with Aircraft manufacturer's recommendations.* Without limiting the foregoing, the Supplier:

- (a) must not, and must ensure that any subcontractors do not use child, slave, involuntary prisoner labour or any other form of forced or involuntary labour or engage in abusive employment or corrupt business practices in the supply of Services under this Deed;
- (b) must provide a safe, clean and healthy work environment for its Personnel and subcontractors;
- (c) must respect its employees' right to form and join independent trade unions, bargain collectively and freely associate;
- (d) must comply with all policies, codes, procedures, requirements and standards published from time to time in relation to suppliers to NSW RFS or other NSW Government agencies, including the *NSW Government Code of Practice for Procurement*, the *Procurement Policy Framework for NSW Government Agencies*, *NSW Procurement Board Direction 2014 – 01*, *NSW Rural Fire Service Statement of Business Ethics* and the *Interagency Aviation Standard Operating Procedures*;
- (e) will comply with the obligations imposed on NSW RFS by the *Privacy and Personal Information Protection Act 1988* (NSW) in relation to any Personal Information imparted to or received or held by the Supplier in connection with this Deed;
- (f) must comply, and ensure that its employees, officers, directors, contractors and agents comply, with all applicable laws, rules and regulations regarding bribery and corruption, including in particular Part 4A of the *Crimes Act 1900* (NSW). Without limiting the foregoing, the Supplier:
 - (i) represents and warrants that neither it nor any of its employees, officers, directors, contractors and agents (each a “**Supplier Agent**”) are involved in or aware of any conduct, act or omission by any person (including any NSW RFS employee, officer, director, contractor or agent, each a “**NSW RFS Agent**”) that could constitute or indicate the giving, receiving, offering or soliciting of any benefit as an inducement or reward for, or with a view to influencing, the NSW RFS Agent to do or not do something (including show or not show favour or disfavour to any person) in the performance of that NSW RFS Agent's duties in connection with this Deed, the Services or the NSW RFS's procurement practices;
 - (ii) will immediately inform an appropriate officer of NSW RFS if and when

it or any Supplier Agent becomes so involved or aware; and

(iii) will ensure that it has in place and maintains appropriate policies, training and procedures, consistent with best industry practice in Australia, adequate to prevent bribery and corruption and ensure compliance with the applicable laws, rules and regulations referred to above; and

(g) represents and warrants that, except as expressly disclosed in advance to and approved by an appropriate officer of NSW RFS, there is no existing, potential or perceived conflict of interest and/or duty in relation to the Supplier's appointment as a supplier to NSW RFS, including (by way of example only) an employee, officer or shareholder of the Supplier (or a related party of any such employee, officer or shareholder) also being an employee or officer of NSW RFS (or a related party of any such employee or officer). The Supplier acknowledges the importance of NSW RFS's suppliers being, and being seen to be, completely arm's length at all times, and will bring to the attention of an appropriate officer of NSW RFS any actual, potential or perceived conflict of interest as and when it arises during the Term.

5.7 **Safety is paramount:** The Supplier acknowledges that the safety and wellbeing of all persons, including the Supplier's Personnel and the general public, is of paramount importance (**Safety Objective**). The Supplier must ensure that it communicates this Safety Objective to its Personnel and satisfies it at all times in the performance of the Services.

5.8 **New technologies:**

(a) The Supplier agrees that during the Term it will continue to research and evaluate the Services, NSW RFS aircraft and associated technology, practices and methods against other products and/or services, technology, practices and methods in the market place.

(b) In the event that any of the Supplier's competitors offer a "next generation" product and/or service to one or more of its customers, the Supplier will, on its initiative or at the request of NSW RFS, consider in good faith implementing the new technology and/or reviewing Prices to ensure that the Services are at all times consistent with best industry practice in Australia.

5.9 **Review meetings:** Representatives of NSW RFS, the Supplier's Contract Manager and any other appropriate representatives of the Supplier shall, on a quarterly basis, meet during the Term to review the performance of the Supplier's obligations under this Deed and the quality of the Services.

5.10 **Performance management and monitoring:**

(a) If reasonably required by NSW RFS the Supplier will participate in a performance management and monitoring program specific to the Services.

(b) The performance management and monitoring program will provide a means of assessment of the Supplier's performance and of determining if the Supplier is delivering the Service at or above the standard specified by this Deed.

(c) During any performance management and monitoring program, particular attention will be paid to the Supplier's record keeping.

(d) The Supplier acknowledges that the results of any performance management and monitoring program may be made available by NSW RFS to its Nominees.

5.11 **Requirements and responsibility for NSW RFS assets (and Specialised Remote Maintenance Vehicle):**

(a) In providing the Services the Supplier will be required to access, use and be responsible for a range of NSW RFS assets including NSW RFS Owned Aircraft,

Spare Parts, Specialist Role Equipment and other items. In this clause, these are the **Assets**.

In this clause, the provisions in paragraph (b) and (c) apply to the Assets – the provisions will also apply to the Supplier owned **Specialised Remote Maintenance Vehicle**. The Supplier will own and be required to access, use and be responsible for the vehicle as described below in paragraphs (b) and (c). A reference below to Assets is taken to mean the vehicle as well. Some other provisions applying to this vehicle are set out in Part D Attachment 6 (Pricing).

- (b) The Supplier is responsible for the Assets and risk in all such Assets during the Term. (NSW RFS has no responsibility for the Assets.)
- (c) During the Term the Supplier must:
 - (i) **(use for Services)** only use the Assets for the purpose of the Services, unless otherwise agreed with NSW RFS;
 - (ii) **(objectives)** use the Assets in a way that is consistent with the objectives, intended outcomes and purpose of the Services;
 - (iii) **(comply with directions)** comply with all directions and requirements of NSW RFS relating to the acquisition, use, operation, access to and maintenance of the Assets;
 - (iv) **(no transfer or disposal)** not assign, transfer or dispose of any Asset, or otherwise deal with any Asset without the prior approval of NSW RFS;
 - (v) **(no Encumbrance)** not allow any part or all of the Assets to be or become subject to an 'Encumbrance'. An Encumbrance includes a 'security interest' defined in the *Personal Property Securities Act 2009* (Cth), mortgage, charge, lien, pledge, claim, restriction against transfer, encumbrance and other third party interest;
 - (vi) **(safeguard)** hold all Assets securely and safeguard them against theft, loss, damage or unauthorised use; and
 - (vii) **(notify if lost or damaged)** immediately notify NSW RFS of the loss, damage or destruction of any of the Assets.

6. Price and Payment

- 6.1 **Price:** In consideration of the Supplier performing the Services in accordance with this Deed, NSW RFS will pay the Supplier the Prices in the amount and at the times specified in this Deed including Attachment 6.
- 6.2 **Reimbursement for certain costs:** The Supplier must not charge NSW RFS any fees, charges or expenses in addition to the Prices. NSW RFS is under no obligation to pay any amount in excess of the Prices. However, the NSW RFS will reimburse the Supplier for certain reasonable costs incurred by the Supplier in addition to paying the Price associated with the Service. The circumstances and conditions whereby a claim for reimbursement may be submitted are as follows:
 - (a) **Costs associated with maintenance staff:** NSW RFS will pay on approved Purchase Order or Interim Approval Reference for costs associated with contract engineers where required for urgent or extraordinary maintenance needs (e.g. where additional engineers are absolutely required to complete a maintenance task within a required timeframe) or any overtime costs where engineering staff are required to work in excess of rostered hours. These maintenance services requiring additional costs must be approved by the Manager, Operational Business and Procurement prior to being incurred.

- (b) **Costs associated with additional pilot for night operations:** As at the Commencement Date the Supplier is required by CASA to conduct night operations only if it can deploy 2 pilots and, depending on the tasking, a Crewperson (**Night Crew Requirement**) for the operation. Compliance with the Night Crew Requirement may mean that when one Aircraft is Dispatched to conduct night operations that there is an impact on availability of the remaining Aircraft. While the Night Crew Requirement is in effect:
- (i) If night operations are conducted using 1 Aircraft and there is an impact on availability or resourcing of the 2 remaining Aircraft, NSW RFS may either accept such impact on availability or pay on approved Purchase Order or Interim Approval Reference costs for additional Pilot and Crew Services in accordance with the Price set out in clause 3.6, Attachment 6.
 - (ii) The additional costs must be approved by the Manager, Operational Business and Procurement prior to being incurred.
 - (iii) The additional costs will only be approved if the pilot(s) are able to perform the Services within a reasonable time as determined by NSW RFS.

The Supplier must notify the NSW RFS in writing immediately upon it receiving notice of a change to the Night Crew Requirement by CASA.

- (c) **Operating costs when completing a Dispatch:** All standard operating costs incurred relating to operation of NSW RFS Owned Aircraft during the provision of Services under a Dispatch including fuel, landing fees, air services fees, data costs for communication devices provided by NSW RFS for use with the NSW RFS Owned Aircraft and Km rates associated with any support vehicle.
- (d) **Meal and accommodation costs when Services provided overnight:** Where a Dispatch is issued for the provision of Services using NSW RFS Owned Aircraft or in support of NSW RFS Owned Aircraft (including the provision of the Mobile Fuel Solution) which requires Personnel to be away from the NOB overnight, the NSW RFS will meet some of the meal and accommodation costs incurred by the Supplier's Personnel subject to the following:
- (i) the Supplier must meet the meal and accommodation costs incurred by its Personnel initially and later seek reimbursement from the NSW RFS;
 - (ii) the costs claimed by the Supplier must be reasonable;
 - (iii) for meals, the Supplier may claim the costs of breakfast, lunch or dinner only;
 - (iv) the amount that can be claimed for the cost of breakfast lunch or dinner must not exceed the amounts set in the NSW Public Service Travel Allowances for breakfast, lunch or dinner (as appropriate);
 - (v) the amount that can be claimed for accommodation must not exceed the amounts for daily travelling allowance for the respective city centre unless otherwise agreed by the NSW RFS;
 - (vi) the NSW RFS will not reimburse the Supplier for the costs of the Supplier's Personnel having purchased items including:
 - i. alcohol;
 - ii. mini-bar items of any sort, including bottled water;
 - iii. telecommunication services including internet or phone (other than those provided within the NSW RFS Owned Aircraft);
 - iv. laundry for Dispatch of less than 5 consecutive days duration;
 - v. grocery items;
 - vi. multiple snack items, drinks or other sundries;

- vii. snacks, morning tea or afternoon tea;
 - viii. meals if it would have been reasonable for the Supplier's Personnel to obtain that meal at the NOB before or after Dispatch;
- (vii) the estimated value of a standard meal or accommodation cannot be claimed to use for other purposes;
 - (viii) tax receipt(s) acceptable to NSW RFS must be produced with any claim for reimbursement of reasonable food and/or accommodation costs. EFTPOS receipts are not sufficient for this purpose;
 - (ix) claims for reimbursement of meals and accommodation must be clearly documented and tabled into a day by day breakdown of all costs claimed;
 - (x) where accommodation and meals are supplied by NSW RFS, the Supplier may not seek reimbursement for other food or accommodation costs.
- (e) **Transport costs for crew changeover when NSW RFS Owned Aircraft deployed away from NOB:** Where a Dispatch is issued for the provision of Services using NSW RFS Owned Aircraft that requires Personnel to be away from the NOB for extended deployments, the Supplier may seek permission from NSW RFS to incur costs related to the air and ground transport of its Personnel. The Supplier must provide the NSW RFS with information concerning the proposed costs and the basis for its opinion that such costs must be incurred.

If prior written confirmation is provided to the Supplier that NSW RFS agrees, the Supplier may incur and later seek reimbursement for those agreed costs related to the transport of its Personnel.

It is acknowledged that the annual Price for Pilot and Crew Services includes capacity for the Supplier to accommodate Flight Crew surge requirements during changeovers when NSW RFS Owned Aircraft are deployed under the annual Price.

- (f) **Meal and accommodation costs in other circumstances:** As part of a Dispatch, the Supplier may seek permission from NSW RFS that certain Personnel remain overnight as same day return to the NOB would be impracticable. The Supplier must set out the basis for its opinion that same day return would be impracticable in writing.

If written confirmation is provided to the Supplier then Personnel can remain at the Service Location overnight and the Supplier may incur and later seek reimbursement for certain costs related to the overnight stay in accordance with Part C, clause 6.2 of this Deed.

- (g) **Operating costs when completing Currency Training:** NSW RFS will pay certain operating costs incurred relating to the operation of NSW RFS Owned Aircraft during currency training at the NOB. The costs that will be paid for by the NSW RFS will be limited to reasonable
- (i) fuel costs
 - (ii) landing and air services fees for the Supplier's NOB
 - (iii) data costs for communication devices provided by NSW RFS.
- It is not anticipated that there will be costs associated with any support vehicle during currency training.

6.3 **Inclusions:** The Price includes:

- (a) all costs and expenses of supplying and delivering the Services, unless expressly stated otherwise in Item 10 of the Agreement Details or elsewhere in this Deed in which case the expressly stated separate and additional charge is also payable; and

- (b) subject to Part C, clause 6.5, all taxes, levies, imposts, charges and duties (whether current or future, and including environmental taxes, levies, imposts, charges and duties) imposed or levied in Australia or overseas in connection with the Services, their delivery and this Deed.

6.4 **Pass through costs:** The Price for the Supply of the Services under this Deed excludes the following which will be on-charged by the Supplier at cost to the NSW RFS:

- a) the cost of Spare Parts and maintenance consumables including any freight charges and/or tooling rental costs;
- b) the initial purchase costs of Specialist Role Equipment and any consumables of such equipment that may need replacing or replenishing from time to time; and
- c) any labour costs and freight charges for maintenance of aircraft components or Specialist Role Equipment required to be conducted by external parties that is outside of the Supplier's certificate of approval.

6.5 **No variations:** Unless expressly stated otherwise in Item 10 of the Agreement Details or elsewhere in this Deed:

- (a) the Prices set out in Item 10 of the Agreement Details are fixed for the Term; and
- (b) the Supplier may not seek to vary the Prices during the Term, other than with NSW RFS's consent which it may grant (with or without conditions) or withhold in its absolute discretion.

6.6 **GST:** Unless otherwise expressly stated, all amounts specified in this Deed are GST exclusive amounts. If GST is imposed on any supply made by one party ("**GST Supplier**") to the other party under this Deed, the GST Supplier must issue a valid tax invoice to the recipient of the supply ("**Recipient**"), and the Recipient must pay, in addition to any consideration payable under this Deed for the supply, an additional amount for the supply calculated by multiplying the prevailing GST rate by the consideration for the relevant supply.

6.7 **Tax Invoice:** The Supplier shall provide to NSW RFS a correctly rendered tax invoice for the Services delivered in the form of and containing the information notified by the NSW RFS to the Supplier from time to time. The Tax invoice must contain sufficient information to enable NSW RFS to establish the accuracy of the invoice, including a breakdown of the Price (and, subject to clauses 6.3(a) and 6.4 of Part C, any associated delivery charges) and a description of the Services to which the invoice relates.

6.8 **Payment:** Subject to clause 6.9 of Part C, NSW RFS will pay the Supplier's invoice in accordance with the Payment Terms.

6.9 **Disputed invoices:** If NSW RFS, in good faith, disputes the accuracy of any invoice, NSW RFS shall, prior to the due date for payment of that invoice, give notice of that fact to the Supplier. That notice must state the basis of the dispute and give relevant supporting details. NSW RFS will pay any undisputed portion of an invoice, notwithstanding that it may dispute other portions of the invoice. If the parties do not resolve the dispute within 20 Business Days of the date of the notice, the dispute shall be determined in accordance with the Dispute Procedure.

7. Warranties and Insurance

7.1 **Supplier's warranty for Services:** The Supplier warrants that:

- (a) at the time of supply, all Services will:
 - (i) comply with the Specifications and all applicable laws;
 - (ii) be of acceptable quality;

- (iii) be fit for the purpose for which the Services were intended;
 - (iv) where required, utilise NSW RFS aircraft and/or equipment which matches any sample or demonstration model, and is accurately described in any accompanying material;
 - (v) where required, utilise NSW RFS aircraft and/or equipment which is fully supported by spare part availability and local repair facilities as required, alternatively able to provide suitable solutions in a timely manner for NSW RFS to consider and then for the Supplier to implement: and
 - (vi) be free from defects.
- (b) NSW RFS's use of the Services will not infringe upon or violate any person's contractual or other rights or Intellectual Property;
 - (c) it has and will maintain all necessary licences, approvals, permits and authorities in relation to the supply of the Services;
 - (d) it will comply with all relevant laws and the reasonable directions of NSW RFS in relation to the supply of the Services;
 - (e) it will not damage the business, assets, operations or reputation of NSW RFS, or that of suppliers or other stakeholders dealing with NSW RFS;
 - (f) it will utilise competent Personnel and all necessary processes and resources required to provide the Services;
 - (g) it will keep NSW RFS fully advised of the progress of the Services and any relevant information in relation to the NSW RFS aircraft and/or equipment;
 - (h) it will minimise any disruption to NSW RFS's operations and the activities of its employees and service providers;
 - (i) it will ensure that the Supplier's Personnel comply with all health and safety plans and procedures notified by NSW RFS to the Supplier, including those at Attachment 1, and otherwise comply with the *Work Health and Safety Act 2011 (NSW)* or any other applicable legislation as varied and in force from time to time;
 - (j) it has the power to enter into, execute and perform this Deed and has obtained all necessary consents to enable it to do so;
 - (k) all information which it has, or which any of its Personnel or representatives have, provided to NSW RFS or any representative of NSW RFS is true and correct in every respect and is not misleading or deceptive;
 - (l) it has disclosed in writing to NSW RFS prior to the date of execution of this Deed any matters relating to the commercial, technical or financial capacity of the Supplier that might materially affect the Supplier's ability to perform any of its obligations under this Deed;
 - (m) the Supplier will honour and deliver on all representations or undertakings made or given by the Supplier in connection with the tender process (including any documents referenced in Item 14 of the Agreement Details and the Attachments to this Deed), unless and except to the extent inconsistent with the express provisions of this Deed (including those set out in Attachment 8 of Part D); and
 - (n) without limiting the foregoing warranties, it will exercise the high degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled, reasonable and experienced supplier in the same or similar circumstances, with reference to best industry standards and practice in Australia.

The warranties in this clause 7.1 are given at the date of this Deed and are repeated on each occasion a Service is ordered by or supplied to NSW RFS.

7.2 **Insurance:** In all situations relating to insurance under this Deed, the Supplier shall be responsible for: determining the risks and scope of insurances required; assessing and considering the completeness of the items insured; the adequacy of the sums insured; the limit of liability, scope of coverage, conditions or exclusions of those insurances in respect of how they may or may not respond to any loss, damage or liability. The Supplier shall (at its own cost) effect and maintain with reputable insurers comprehensive insurance policies in relation to any liability arising out of this Deed including:

- (a) insurances of the type and to at least the values specified in Item 15 of the Agreement Details of this Deed; and
- (b) insurance providing full indemnity in respect of claims under statute or at common law for personal injury or the death of any person in the employment of the Supplier and arising out of and in the course of such employment, which insurance shall comply with all applicable statutes relating to worker or accident compensation or employer liability.

The Supplier must, on request by NSW RFS, provide current relevant confirmation of insurance documentation including certificates of currency, certifying that it has insurance as required by this Deed.

7.3 The Supplier shall, to the extent permitted by law, ensure each insurance policy is extended to indemnify the NSW Government for any statutory liability to persons employed by the Supplier and ensure that the policies of insurance effected in compliance with the clauses above:

- (a) provide that any cancellation of the policy by the insurer shall not take effect until thirty days after notice of such cancellation has been given to the NSW RFS Operational Business and Procurement Section;
- (b) provide that a notice of claim given to the insurer by one insured party shall be accepted by the insurer as a notice of claim given by each of the insured parties;
- (c) provide that a breach or failure to observe and fulfil the terms of the policy by any party comprising the insured shall not prejudice the rights of remaining parties comprising the insured; and
- (d) include a clause in which the insurer agrees to waive all rights of subrogation or action against any insured, its directors, executive officers, servants, agents and employees.

The Supplier acknowledges and agrees that it is the Supplier's responsibility to ensure that its insurers are made aware of and agree to the releases and indemnities detailed in this Deed.

Without limiting the above, the Supplier must as soon as practicable notify NSW RFS of any occurrence that may give rise to a claim under the public liability or product liability or any other insurance policies listed at item 15 of the Agreement Details and afterwards keep NSW RFS fully informed of developments concerning the claim

7.4 If the Supplier neglects, fails or refuses to keep in force any of the insurances which are required by Deed above or fails to make available those policies and evidence of currency as required by this Deed

- (a) NSW RFS shall be entitled to procure such insurances at the Supplier's expense and to recover the cost of such insurances from the Supplier by deducting that cost from any sums or other charges that may be or may become payable by the

NSW RFS to the Supplier pursuant to this Deed; and

- (b) then the Supplier shall be considered to be not providing the services required by this Deed and shall forfeit any payments or monies due under this Deed until such time as the evidence of currency is provided or until such insurances are procured in accordance with the above paragraph.

8. Indemnity

8.1 **Indemnity:** Without limiting any other rights or remedies of NSW RFS, the Supplier indemnifies NSW RFS, as a continuing indemnity, against all costs, losses, liabilities (including legal and other professional expenses on a full indemnity basis and GST and similar taxes thereon), claims, demands, damages, fines, penalties and economic losses arising directly or indirectly out of, or in connection with:

- (a) any breach of this Deed by the Supplier or its Personnel, or any negligence or other act or omission (including any wilful, fraudulent, reckless or intended act or omission) of the Supplier or any of its Personnel in connection with this Deed;
- (b) any personal injury, illness or death to any person or damage to any property resulting from any act or omission of the Supplier or of any of its Personnel in connection with this Deed; and
- (c) any actual or alleged infringement (or potential infringement) of any Intellectual Property right of any third party relating to the Services or their supply to NSW RFS by the Supplier or any of its Personnel.

The Supplier's liability under this indemnity will be reduced to the extent that any costs, losses, liabilities (including legal and other professional expenses on a full indemnity basis and GST and similar taxes thereon), claims, demands, damages, fines, penalties and economic losses was caused or contributed to by NSW RFS's or NSW RFS's personnel breach of this Deed, negligent or unlawful acts. In this clause, NSW RFS's personnel means its employees, volunteers, agents and contractors. To be clear, it does not include the Supplier.

Each indemnity in this Deed is a continuing obligation, separate and independent from the other obligations of each party, and survives expiry or termination of this Deed.

9. Information Management

9.1 **Confidentiality:**

- (a) Each party must keep the other party's Confidential Information confidential and not use it other than for the purpose of exercising its rights and performing its obligations under this Deed.
- (b) Without limitation to the foregoing, a party shall not sell, commercially exploit, let for hire, assign rights in or otherwise dispose of any Confidential Information.
- (c) Each party must establish and maintain reasonable measures to safeguard the other party's Confidential Information from unauthorised use or access. Each party must notify the other party immediately on becoming aware of any suspected or actual unauthorised use or disclosure of the other party's Confidential Information.
- (d) A party shall not, during or after the Term, disclose to any person the contents of this Deed, nor use or disclose to any person any Confidential Information of the other party, except as follows:
 - (i) in compliance with clause 9.4 of Part C;
 - (ii) with the prior written consent of that other party;
 - (iii) in compliance with the law;

- (iv) to comply with the listing rules of a recognised stock exchange;
 - (v) to any of the relevant party's officers, employees, agents, subcontractors and legal, financial or other professional advisors to the extent necessary to enable it to obtain the benefits of, or fulfil obligations under, this Deed where the party has first ensured that the person the information may be disclosed to is bound by confidentiality obligations no less restrictive than the party's obligations in this Deed;
 - (vi) if that information is or becomes public knowledge other than as a result of a breach of this clause 9.1, Part C;
 - (vii) if lawfully known to the party prior to entering into this Deed;
 - (viii) if that information is or becomes available to the party from another person who is lawfully in possession of it and permitted to disclose it to the party on a non-confidential basis.
- (e) No piece or body of information will be regarded as public knowledge or in the public domain merely because it contains information that is public knowledge or in the public domain or is covered by a general disclosure which is public knowledge or which is in the public domain.

This clause 9.1 of Part C survives termination or expiration of this Deed.

- 9.2 **Employees:** Each party will ensure that its employees, officers, directors, contractors and agents engaged in relation to this Deed comply with clause 9.1, Part C.
- 9.3 **Return:** Upon the expiry or earlier termination of this Deed, each party shall, as soon as possible on request of the other party, return to the other party all Confidential Information of that other party in its possession or control, or at the option of the other party certify its destruction.
- 9.4 **Government requirements:** Notwithstanding clauses 9.1 to 9.2 of Part C, the Supplier acknowledges and agrees to the following:
- (a) **Exchange of information between Government agencies:**
 - (i) NSW RFS, its employees and agents may make available to the Nominees and any other government department or agency information concerning the Supplier, including information regarding this Deed, the Supplier's financial position, the Services and the Supplier's performance under this Deed, and any information provided by the Supplier to NSW RFS in connection with this Deed including the Price or accident, incident and near miss information;
 - (ii) the above information and any other information about the Supplier from any other source including any substantiated reports of unsatisfactory performance, may be taken into account by NSW Government agencies in considering whether or not to offer the Supplier future opportunities for NSW Government work;
 - (iii) NSW RFS regards the provision of information concerning the Supplier to any NSW Government department or agency as privileged within section 30 of the Defamation Act 2005 (NSW); and
 - (iv) the Supplier releases and indemnifies NSW RFS and the State of New South Wales from any claim in respect of any matter arising out of the provision of any such information, and

- (b) **Immediate right of access:** Pursuant to section 121 of the *Government Information (Public Access) Act 2009* (NSW) the Supplier will grant NSW RFS

or its Nominees (as applicable) immediate right of access to information contained in its records if that information falls within a category of information that the NSW RFS or its Nominees must have immediate access to, and

- (c) **Public access:** Information relating to this Deed and the Supplier's supply of Services under it, including information provided by the Supplier to NSW RFS, may be disclosed in accordance with the *Government Information (Public Access) Act 2009* (NSW).

10. Service Data

10.1 **Service Data:** The Supplier acknowledges and agrees that any Service Data it obtains will be obtained in the course of it providing Services to the NSW RFS or its Nominees and is and will remain the property of the NSW RFS or its Nominees (as applicable).

10.2 **Obligations of the Supplier:** The Supplier must:

- (a) not use the Service Data other than for the purpose of exercising its rights and performing its obligations under this Deed;
- (b) not and ensure that its Personnel will not sell, commercially exploit, let for hire, assign rights in or otherwise dispose or deal with any Service Data in a way that is not in accordance with this Deed;
- (c) not make any Service Data available to a third party other than a subcontractor approved by NSW RFS and then only to the extent necessary to enable the subcontractor to perform its part of the Supplier's obligations under this Deed;
- (d) comply with all information management (including data security) requirements in respect of access to the Service Data as notified to it by the NSW RFS or its Nominees in writing from time to time;
- (e) establish and maintain sufficiently rigorous safeguards against the destruction, loss or alteration of any Service Data in its possession or control that comply with all applicable statutory requirements and any procedures specified by NSW RFS or any Nominee concerning data security;
- (f) not store, hold, process or otherwise deal with any Service Data outside Australia without the written consent of the NSW RFS;
- (g) prohibit and prevent any person who does not need to access the Service Data to perform his or her duties from gaining access to the Service Data;
- (h) seek prior approval in writing from NSW RFS if it wishes to disseminate, remove or transfer the Service Data to any third party. The Supplier's written request must detail the Supplier's intended use of the Service Data and the safeguards which will be in place; and
- (i) notify the NSW RFS immediately and comply with all directions of the NSW RFS if the Supplier becomes aware of the contravention of this clause.

10.3 **Audit:** On reasonable notice by the NSW RFS to the Supplier, the Supplier must permit and assist the NSW RFS and/or its Nominees or agents to conduct an audit in relation to the Supplier's compliance with its Service Data obligations under this Deed.

10.4 **Return:** The Supplier must return Service Data to the NSW RFS immediately on termination or expiration of this Deed or on request by the NSW RFS at any time.

11. Intellectual Property

11.1 **Intellectual Property:**

- (a) Intellectual Property owned by NSW RFS prior to the Commencement Date will remain owned by NSW RFS, and the Supplier shall not have any rights to such Intellectual Property.

- (b) Intellectual Property which is owned by the Supplier prior to the Commencement Date will remain owned by the Supplier. The Supplier grants to NSW RFS and its Nominees a perpetual, irrevocable, non-exclusive, royalty free, transferable licence to use, exploit, reproduce modify and adapt the Supplier's Intellectual Property to the extent necessary for NSW RFS and its Nominees to receive the full benefit of the Services.
- (c) Intellectual Property created by the Supplier, or the Supplier's employees, contractors or agents, in connection with the supply of the Services will vest in NSW RFS. Where such Intellectual Property is unable to be vested in NSW RFS the Supplier will assign such Intellectual Property to NSW RFS.
- (d) Without limiting the foregoing, in respect of the Service Data:
 - (i) to the extent that the Service Data can be considered as Intellectual Property created after the commencement of this Deed, such Intellectual Property will belong to NSW RFS;
 - (ii) to the extent that the Service Data involves the Supplier's Intellectual Property, the Supplier will grant NSW RFS and its Nominees a perpetual, irrevocable, non-exclusive, royalty-free licence to use, exploit, reproduce, modify and adapt that Supplier Intellectual Property to the extent necessary for NSW RFS and each Nominee to make full use of the Service Data;
 - (iii) for the purposes of this Deed, the Service Data will be treated (where applicable) as Confidential Information, belonging to and relating to NSW RFS.
- (e) The Supplier waives irrevocably and unconditionally all moral rights in such Intellectual Property.
- (f) Upon request by NSW RFS and without unreasonable delay and at no cost to NSW RFS, the Supplier shall at any time execute any further documents and carry out any acts reasonably required to give effect to this clause and perfect NSW RFS's rights, title and interests in such Intellectual Property.

11.2 **Use of NSW RFS's Intellectual Property:** The Supplier shall not use, nor permit the use of, the Intellectual Property of NSW RFS, other than where, and only to the extent that, it is required to do so to give effect to this Deed, or with NSW RFS's written consent.

12. Media and reputation

12.1 **Media:** The Supplier must not disclose, divulge or otherwise communicate any media, release, promotional material or publicity in relation to this Deed, the Services, its relationship or otherwise to the NSW RFS (including use its logo), or the progress of the Aviation Operations without NSW RFS' prior written approval. The Supplier's obligations under this clause will not extend to information already in the public domain other than due to a breach of this Deed or any disclosure as required by law.

12.2 **Maintain good name and reputation:** The Supplier must, and must ensure that its Personnel:

- (a) maintain the NSW RFS and its Nominees' good name and reputation;
- (b) take no action which prejudices the good name and reputation of NSW RFS or its Nominees;
- (c) not do, say or cause anything to be done or said which may denigrate the NSW RFS or its Nominees, or by the Supplier's association with or provision of the

Services bring the NSW RFS or its Nominees into disrepute; and

- (d) not do, so or cause thing to be done or said which may suggest an association between the NSW RFS and any political or advocacy organisation without the written consent of the NSW RFS

13. Termination

13.1 Default and termination: If:

- (a) a party breaches, or fails to properly or promptly perform, any **material obligation** under this Deed and (if remediable) fails to remedy the breach or perform that obligation to the other party's reasonable satisfaction within 10 Business Days after receiving written notice from the other party specifying the breach or failure and requiring remedy. For the avoidance of doubt the warranties at clause 7.1 of Part C are included in the material obligations to this Deed;
- (b) the Supplier by act or omission:
 - (i) commits any grave misconduct or wilful neglect in the discharge of its obligations under the Deed;
 - (ii) fails to carry out the Tasks or deliver the Services in accordance with this Deed including a breach of warranty in clause 7.1, Part C;
 - (iii) fails to comply with the KPIs persistently or in any material respect;
 - (iv) does not observe adequate safety precautions;
 - (v) makes a false representation of any matter relating to the Services or their supply;
 - (vi) states or it can reasonably be inferred, that the Supplier is unable or unwilling to supply or perform some or all of the Services;
- (c) a party ceases to carry on all or substantially all of its business or operations;
- (d) a party (subject to applicable laws):
 - (i) is, becomes, or is deemed to be, insolvent or bankrupt;
 - (ii) makes an assignment for the benefit of, or enters into or makes any arrangement or composition with, its creditors generally; or
 - (iii) goes into voluntary administration or receivership or otherwise has a receiver, trustee, administrator and/or manager (or any one or more of them) appointed in respect of all or any of its property; or
- (e) any resolution is passed, or any proceeding is commenced, for the dissolution of a party,

the other party may, by written notice to that party, immediately terminate this Deed.

13.2 Termination by the NSW RFS in certain circumstances:

- (a) Without limiting its other rights under this Deed the NSW RFS may terminate this Deed by giving written notice of at least 28 days to the Supplier in circumstances that include but are not limited to:
 - (i) where newer technology or equipment capable of performing the required Services at a lower net cost or more efficiently or effectively becomes available;

- (ii) where technology or equipment capable of performing the required Services more efficiently or effectively becomes available;
 - (iii) where after a period of experience, NSW RFS considers that the arrangements under this Deed are not suited to the efficient or effective conduct of the Services;
 - (iv) where RFS determines that the Services or part thereof are no longer required;
 - (v) funding from NSW Government or any federal funding body is materially reduced or terminated; or
 - (vi) for convenience (for any or no reason). However, for termination for convenience 180 days written notice will be given.
- (b) The Supplier will be entitled to payment for Services provided according to this Deed up to the date of termination under this clause 13.2. For the avoidance of doubt, the Supplier is not entitled to any other compensation as a result of or in relation to the NSW RFS's termination of this Deed under this clause 13.2.

13.3 Consequences of termination:

- (a) On termination the Supplier must:
 - (i) deal with or return any information, materials or equipment provided by NSW RFS under this Deed, including any Confidential Information and Service Data, as reasonably directed by NSW RFS in accordance with clause 10.4, Part C;
 - (ii) cease the performance of its obligations under this Deed in accordance with any notice;
 - (iii) immediately do everything possible to mitigate all losses, costs and expenses arising from the termination contained in any notice; and
 - (iv) not at any time after termination of this Deed represent itself as being in any way connected with NSW RFS.
- (b) In the event of termination, this Deed (other than those clauses which specifically survive termination) will be at an end as to its future operation except for the enforcement of any right or claim that has arisen before termination.
- (c) Termination of this Deed for any reason will be without prejudice to any rights which either party may have accrued before termination.
- (d) The Supplier acknowledges that in the event of termination:
 - (i) it will not be entitled to any amount for loss of benefits under this Deed, or any other contract, loss of profits or prospective profits, loss of revenue, loss of reputation, loss of goodwill, loss of opportunity, loss of use, loss of production or wasted overheads whatsoever; and
 - (ii) NSW RFS will not be liable for any loss (including, but not limited to, loss of benefits under this Deed or any other contract, loss of profits or prospective profits, loss of revenue, loss of reputation, loss of goodwill, loss of opportunity, loss of use, loss of production or wasted overheads whatsoever) or damages or expenses whether direct or indirect relating to or arising from termination of this Deed.

13.4 Disengagement support: If requested by NSW RFS and for a period nominated by NSW RFS (up to a maximum of 6 months after expiry or termination of this Deed), the

Supplier must provide such assistance as is reasonably requested by NSW RFS in connection with NSW RFS's transition from the Supplier to another supplier or other arrangement. Such assistance may include:

- (a) the ongoing supply of the Services on the terms of this Deed;
- (b) providing reasonable co-operation with a third party supplier nominated by NSW RFS; and
- (c) providing such data, information and materials (including electronic copies and backups) or access to Personnel as reasonably requested by NSW RFS or otherwise reasonably required to enable a graceful transition.

14. Dispute Procedure

- 14.1 **Procedure:** Any dispute arising in connection with this Deed ("**Dispute**") is to be resolved in accordance with this clause 14.
- 14.2 **Dispute Notice:** Either party may give written notice of a Dispute to the other party ("**Dispute Notice**"). A party giving a Dispute Notice must provide details of the history and circumstances of the Dispute and give reasons for the party's position with respect to the Dispute issue.
- 14.3 **Escalation:** At the expiration of 5 Business Days from the date of the Dispute Notice, unless the Dispute has otherwise settled, the Dispute may be submitted to the dispute resolution process described in clause 14.4, Part C.
- 14.4 **Process:** Any Dispute submitted to the dispute resolution process will be dealt with in the following manner:
- (a) the Dispute will be referred initially to an appropriate senior executive ("**Representative**") of each of NSW RFS and the Supplier. The Representatives will attempt to settle the Dispute within 10 Business Days of the referral;
 - (b) if the Representatives are unable to resolve the Dispute within those 10 Business Days, or such other period as is agreed, either party may require both parties to further refer the Dispute to appropriate more senior executives for resolution; and
 - (c) if neither party so requires, or if the further referral discussions are such that the Dispute remains unresolved after a further 5 Business Days of the further referral or such other period as is agreed, the parties will refer the Dispute to mediation by a single mediator in accordance with the procedure described in clause 14.5, Part C.
- 14.5 **Mediation:** Mediation will be administered by the Australian Disputes Centre ("**ADC**") and will be conducted in accordance with the ADC Mediation Guidelines which set out the procedures to be adopted, the process of selection of the mediator and the costs involved. The terms of those Guidelines are incorporated into this Deed to the extent necessary to give effect to this clause 14.
- 14.6 **Right to terminate and interlocutory relief:** Nothing in this clause 14 affects either party's rights to:
- (a) terminate this Deed under Part C, clause 13 or otherwise; or
 - (b) commence court proceedings seeking interlocutory relief.
- 14.7 **Parties to continue to perform:** Subject to clause 6.9 of Part C, each party must continue to perform its obligations under this Deed notwithstanding the existence of a Dispute.

15. General

- 15.1 **Force majeure:** Where a party is unable, either wholly or in part, to carry out any obligation under this Deed due to an act public enemy, war, sabotage, confiscation or requisitioning of facilities, or court order, in each case which is beyond the reasonable control of that party and which that party could not take reasonable measures to prevent ("**Force Majeure Event**"):
- (a) that party shall, as soon as practicable, give the other party notice of the occurrence of that Force Majeure Event;
 - (b) that party shall use all reasonable endeavours to remedy the effect of that Force Majeure Event as soon as practicable and to continue to perform its obligations under this Deed; and
 - (c) that party's obligations under this Deed shall be suspended to the extent affected by any such Force Majeure Event.

If by reason of a Force Majeure Event affecting the Supplier, the delay or non-performance of the obligations continues for more than 15 Business Days, NSW RFS may terminate this Deed by notice to the Supplier.

Given the nature of the Services, the Supplier will not claim it is affected by Force Majeure Event by reason alone of the occurrence of an Incident or Emergency or otherwise on account of the Operating Environment.

- 15.2 **Entire agreement:** This Deed constitutes the entire agreement between the parties with respect to the matters dealt with in this Deed, and (subject to clause 7.1(m) or Part C) any previous agreements, correspondence or representations in relation to such matters shall cease to have any further force or effect. For the avoidance of doubt, the Supplier continues to be bound by the representations and warranties made in its response to the NSW RFS tender process and all documents provided by the Supplier to NSW RFS in relation to the subject matter of this Deed.
- 15.3 **Records:** The Supplier will keep accurate, detailed and proper files, service records, documents, data, books of accounts invoices and other evidence ("**Books**") in relation to this Deed and the supply of the Services. This includes maintaining records of its systems, processes, equipment and maintenance programs and schedules.
- 15.4 **Information and documents on ARENA:** The Supplier will upload and maintain on ARENA all information and documentation from its Books as reasonably required by NSW RFS from time to time. The Supplier is responsible for ensuring that its information and documentation contained on ARENA or otherwise provided to NSW RFS is at all times up to date, true and correct.
- 15.5 **Audit:** NSW RFS shall have the right at any time during the Term and for a period of 12 months after its expiry or termination, upon giving reasonable notice to the Supplier, to examine any and all Books. Auditing may be carried out by NSW RFS's own personnel or by an appointed independent outside auditor, subject to appropriate confidentiality undertakings.
- 15.6 **Notices:** If any party wishes to give or to serve any notice, claim, demand or other communication under or in connection with this Deed, any such notice shall be in writing and shall be sufficiently served or given (but without prejudice to any other mode of service) if addressed to the recipient and delivered to the address specified in the Agreement Details or, if no address is specified, to the registered office of that party. Any notice is regarded as given and received:

- (a) if sent by hand: on delivery;
- (b) if sent by mail: 3 Business Days after it is posted;
- (c) if sent by fax: at 9.00am on the Business Day following the day when the

addressee actually receives it in full and in legible form; and

- (d) if sent by email: when the sender's system registers that the email has passed the internet gateway of the sender's system (and no delivery failure or out of office message is received by the sender within 24 hours of sending).

- 15.7 **No waiver:** Neither party shall be deemed to have waived any rights under this Deed unless such waiver is in writing and signed by such party, and any such waiver by a party of a breach of any provision of this Deed by the other party shall not be deemed to be a waiver of any subsequent or continuing breach of such provision or of the breach of any other provision of this Deed by that other party. A delay or omission by or of a party to exercise any right under this Deed shall not in any manner impair the later exercise of that right or any other right subsequently accruing to it.
- 15.8 **Amendments:** No modification, variation or amendment of the terms of this Deed shall be of any force or effect unless such modification, variation or amendment is in writing and signed by both parties.
- 15.9 **Costs:** Unless and except expressly stated otherwise in this Deed, all costs of any description associated with the Services, their supply and the establishment and fulfilment of the supply relationship contemplated by this Deed, will be borne by the Supplier. For clarity, however, NSW RFS will pay its own costs in respect of the preparation and negotiation of this Deed.
- 15.10 **Reasonable requests:** Each party shall do all things necessary or reasonably requested by the other to carry out and give effect to its obligations under, and the intention of, this Deed.
- 15.11 **No partnership or agency:** : Nothing in this Deed shall create or evidence any partnership, joint venture, agency, trust or employer/employee relationship between the parties, and a party may not make, or allow to be made, any representation that any such relationship exists between the parties. A party shall not have authority to act for, or to incur any obligation on behalf of, the other party, except as expressly provided for in this Deed.
- 15.12 **Jurisdiction:** This Deed is governed by the laws in force in New South Wales and the parties submit to the exclusive jurisdiction of the courts of New South Wales in respect of any dispute or proceeding arising out of this Deed.
- 15.13 **Counterparts:** This Deed may be executed in two or more counterparts each of which will be deemed an original, but all of which together will constitute one and the same instrument. A party may enter into this Deed by signing any counterpart.
- 15.14 **Set off:** NSW RFS may deduct from or set off against any amount that is or may become payable by it to the Supplier in relation to this Deed, any amount that is or may become payable to NSW RFS by the Supplier in relation to this Deed or otherwise.
- 15.15 **Precedence:** In the event of any inconsistency the documents comprised in this Deed will have the following order of precedence in descending order:
 - (a) the Purchase Order;
 - (b) the Dispatch;
 - (c) the Special Conditions;
 - (d) the Commercial Terms;
 - (e) the Agreement Details; and

- (f) the Attachments. (for the Attachments, see separate precedence below.)

There are 8 **Attachments** and some attachments comprise of various documentation. To the extent of any inconsistency in the Attachment documents, an Attachment attached earlier will take precedence of a later attached Attachment. This means 'Attachment 7: Request for Tender' takes precedence over Attachment 8: Request for Tender – Supplier Response'.

15.16 **Survival:** The following clauses contain continuing obligations that survive the termination or expiry of this Deed:

- (a) Part B Agreement Details to the extent it refers to clauses or Attachments that survive this Deed;
- (b) Part C, Clause 1 Definitions and Interpretation;
- (c) Part C, Clause 6 Price and Payment
- (d) Part C, Clause 7 Warranties and Insurance;
- (e) Part C, Clause 8 Indemnity;
- (f) Part C, Clause 9 Information Management;
- (g) Part C, Clause 10 Service Data;
- (h) Part C, Clause 11 Intellectual Property;
- (i) Part C, Clause 12 Media and reputation;
- (j) Part C, Clause 13 Termination;
- (k) Part C, Clause 14 Dispute Procedure; and
- (l) Part C, Clause 15 General including this clause 15.16 Survival.

15.17 **Assignment:** The Supplier may not assign, transfer or novate this Deed or any of its rights or obligations under it without the prior written consent of NSW RFS, not to be unreasonably withheld.

15.18 **Severance:**

- (a) If a provision in this Deed is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable.
- (b) If it is not possible to read down a provision as required in this clause 15.18, that provision is severable without affecting the validity or enforceability of the remaining part of that provision or the other provisions in this Deed.

15.19 **Further assurances:** Each party must promptly at its own cost do all things (including executing and if necessary delivering all documents) necessary or desirable to give full effect to this Deed.

PART D – ATTACHMENTS

- Attachment 1: Supplier Requirements – General
- Attachment 2: Dispatch Process
- Attachment 3: Personnel Requirements
- Attachment 4: Aircraft Requirements
- Attachment 5: Invoicing
- Attachment 6: Pricing
- Attachment 7: Request for Tender
- Attachment 8: Request for Tender – Supplier Response

ATTACHMENT 1: SUPPLIER REQUIREMENTS - GENERAL

These requirements in this Attachment do not limit the Supplier's responsibility to comply with all applicable laws. The Supplier is responsible for ensuring that the performance of the Services satisfy all such applicable laws at all times.

1. Minimum Requirements

1.1. During the Term the Supplier must at all times be able to demonstrate that it has:

1.1.1. current CASA issued AOC specifically:

- (a) Charter AOC for all operational profiles where personnel are to be carried on board the NSW RFS Owned Aircraft; and
- (b) Airwork AOC for other operations.

1.1.2. CASA approval suitable for the Services to be provided including for low flying and any other required approvals;

1.1.3. capabilities consistent with the representations detailed in its response to the NSW RFS' tender process unless the NSW RFS advises that those capabilities are not required;

1.1.4. sufficient Personnel capable of conducting and supporting the supply of the Services to the high level required;

1.1.5. all necessary and appropriate documentation that accords with relevant legislative and regulatory requirements including appropriate certifications, licences and authorisations to enable the Supplier to supply the Services;

1.1.6. processes or systems by which information, requirements or directions provided by the NSW RFS to the Supplier will be relayed to the Supplier's Personnel;

1.1.7. sufficient engineers at the required level to provide maintenance at the NOB as well as be deployed with NSW RFS Owned Aircraft where required to perform inspection, checks and in-field maintenance (NSW RFS may provide prior approval for the Supplier to engage engineering contractors or permit overtime by Supplier Personnel from time to time in accordance with Clause 6.2 (a), Part C)); and

1.1.8. complied with any other requirements specific to the NSW RFS' needs in regards to provision of Services involving any Specialist Role Equipment such as winching, camera operations, aerial incendiary work, and night operations.

1.2. The Supplier must also have the following capabilities and be able to demonstrate such capabilities under any audit or inspection undertaken by the NSW RFS;

- (a) operating base with suitable hangar space for NSW RFS Owned Aircraft and storage of associated Specialist Role Equipment, Spare Parts and maintenance consumables;
- (b) suitable maintenance capabilities to fully satisfy the requirements of this Deed;
- (c) sufficient pilots, aircrew and maintenance Personnel to comply with requirements imposed by CASA and NSW RFS with regard to human resource management including fatigue management;
- (d) an effective system to ensure all Personnel providing the Services are suitably attired, qualified, current and carry their ASIC when performing any Services airside;
- (e) adequate facilities to ensure appropriate maintenance of NSW RFS Owned Aircraft and accommodation of Personnel (including NSW RFS members and camera operators when standing by at the NOB); and
- (f) an in-field maintenance capability for smaller maintenance events (e.g. 50 hourly services) and basic mobile Fuel Solution able to support NSW RFS Owned Aircraft. (The Supplier has purchased the Specialised Remote Maintenance Vehicle with funds provided by NSW RFS (under this Deed) to provide this in-field maintenance capability.)

Scheduled maintenance events will generally be conducted at the Supplier's NOB.

- 1.3. The Supplier is responsible for ensuring that the Services are provided in accordance with this Deed. Where a requirement is set out in the Attachments, or elsewhere in this Deed, as applying to the Supplier's Personnel or subcontractors, it is the responsibility of the Supplier to ensure that its Personnel or subcontractors are aware of and satisfy the requirements relevant to the performance of their respective roles.

2. Availability Levels

- 2.1 The NSW RFS requires that NSW RFS Owned Aircraft maintenance be managed such that Aircraft Availability is maximised during the BFDP as much as possible and at minimum to satisfy the applicable KPIs.

- 2.2 The pilot and crew services arrangements must allow for one NSW RFS Owned Aircraft to be ready for take-off within 15 minutes of receiving a Dispatch request during the BFDP with the remaining two NSW RFS Owned Aircraft able to be ready to take off within one hour of receiving a Dispatch request. Outside of the BFDP, the pilot and crew services arrangements should be such that one NSW RFS Owned Aircraft can be ready for take-off within 30 minutes of receiving a Dispatch request and the second NSW RFS Owned Aircraft to be ready to take off within 1 hour of receiving a Dispatch.

2.3 Operations Manual

- 2.1. The Supplier must maintain an operations manual including to a standard acceptable to NSW RFS. The operations manual should contain amongst other components:

- (a) any information required under statute to be included in an operations manual;
- (b) any information relevant to the conduct Services not required by statute;
- (c) an effective document control system.

- 2.2. If requested, the Supplier must promptly provide the NSW RFS with a copy of its operations manual.

- 2.3. The Supplier must maintain their operations manual to facilitate all operational task profiles that apply to the operation of NSW RFS Owned Aircraft.

3. Safety Management System

- 3.1. The Supplier must maintain a Safety Management System for its operations including to a standard acceptable to NSW RFS.

- 3.2. Guidance may be obtained from ICAO Safety Management Manual, Third Edition (Doc 9859-AN/474) and comparable material published by the FAA, UK CAA, and CASA.

- 3.3. The Safety Management System must include amongst other components:

- (a) effective policy statements, procedures and actions that support those statements;
- (b) position accountabilities and responsibilities;
- (c) an effective document control system that properly details the hierarchy of documents and their authorities and ensures that only current documents are accessed and that the information in the documents is current, accurate and applicable;
- (d) an effective and operating risk assessment and management system;
- (e) a system that properly incorporates occurrence reporting, recording, investigation and closeout action with appropriate position accountabilities, and responsibilities; and
- (f) safety objectives.

4. Fatigue Management

- 4.1. The Supplier must maintain a Fatigue Management System for its operations including to a standard acceptable to NSW RFS.

- 4.2. The Fatigue Management System must:

- (a) comply with the relevant component of the Interagency Aviation Standard Operating Procedures; and
- (b) be compliant with:
 - (i) *Civil Aviation Safety Regulation 1998* (Cth) Part 137, Subpart 137.Q; and
 - (ii) standards set by CASA under CAO 48, CAO 48 Part XI or have been specifically approved by CASA.

4.3. As part of its Fatigue Management System the Supplier is to ensure that pilots performing work on behalf of the Supplier as part of the Services are restricted to a duty time limit of twelve hours.

5. Drug and Alcohol Management Plan

5.1. The Supplier must have a Drug and Alcohol Management Plan including to a standard which is acceptable to the NSW RFS and which is directed at ensuring that the Supplier's Personnel are not affected by drugs or alcohol while providing the Services.

5.2. The Drug and Alcohol Management Plan must include amongst other components:

- (a) effective policy statements, procedures and actions that support those statements;
- (b) position accountabilities and responsibilities;
- (c) an effective document control system that properly details the hierarchy of documents and their authorities and ensures that only current documents are accessed and that the information in the documents is current, accurate and applicable;

6. Accident, incident and near miss reporting

6.1. The Supplier must maintain a system or processes for the reporting of accidents, incidents and near misses. This system or process must be acceptable to NSW RFS.

6.2. The Supplier's systems or processes must in design and implementation ensure compliance of the Supplier, its Personnel and subcontractors with the requirements of the Interagency Aviation Standard Operating Procedures (SOPs) in relation to accident, incident and near miss reporting.

6.3. The Supplier must report accidents, incidents or near misses to NSW RFS whether or not they occur during the supply of the Services in relation to maintenance/management of NSW RFS Owned Aircraft, or during a time the Supplier was performing non-NSW RFS work. The Supplier's reporting must be as follows:

- (a) during the supply of the Services, the following incident/events must be immediately reported to the Manager, Operational Business and Procurement:
 - (i) any collision or damage sustained to the aircraft;
 - (ii) any event where the aircraft becomes inoperable during the Bush Fire Danger Period;
 - (iii) any event where personnel are injured;
 - (iv) any event that may attract media attention; and
 - (v) any event that occurs during a Dispatch that will have an adverse operational impact.
- (b) All other accidents/incidents or near misses:
 - (i) must be reported within 2 working days of the event; and
 - (ii) suitable documentation will need to be completed within agreed timeframes.

6.4. The Supplier is to provide details to the NSW RFS of any suspensions of pilot or maintenance licence involving its relevant Personnel and performance of the Services and other accreditations or authorisations which are required for the performance of the Services. The notice must include any details of suspensions, any accidents, incidents or near misses that occurred at any time, and the reasons for those suspensions.

7. NSW RFS Briefings

7.1. The Supplier must ensure that its Operations manager and Chief Pilot attend, at the Supplier's expense, seasonal briefings and debriefings conducted by NSW RFS. The information provided by the NSW RFS at these briefings must be relayed to the Supplier's Personnel that will be involved in the supply of the Services.

8. Environmental Responsibilities

- 8.1. The Supplier is responsible for ensuring that its operations in providing the Services and other activities related to the Services do not cause damage to property, facilities or the natural environment.
- 8.2. Without limiting the foregoing, the Supplier must take all reasonable steps to prevent the transfer of environmental contaminants such as soil, seeds algae, fungi or other plant material on Aircraft, vehicles, footwear, clothing or other equipment.
- 8.3. The Supplier must develop and implement hygiene protocols (including to a standard acceptable to NSW RFS) ensuring, that those protocols:
- (a) are consistent with any obligations in providing the Services or any directions issued by the NSW RFS with respect to environmental responsibilities;
 - (b) are consistent with any relevant legislative or regulatory obligations;
 - (c) address steps to be taken when there is a known risk of infestation or outbreak. For instance, requirements regarding wash down procedures; and
 - (d) address steps to be taken where the Services will be provided in an environmentally sensitive area. For instance, with respect to cleaning or disinfecting equipment.

9. Communications

- 9.1. The Supplier must ensure it has an effective communications system by which:
- (a) the Supplier and/or its relevant Personnel such as its Contract Manager can be contacted by telephone on a 24-hour basis;
 - (b) any Dispatch requests or Dispatch issued for NSW RFS Owned Aircraft through ARENA will be identified and responded to in accordance contract availability requirements; and
 - (c) any other correspondence will be responded to promptly.

ATTACHMENT 2: DISPATCH PROCESS

1. Issue of Dispatch

- 1.1. The State Air Desk (SAD) will be primarily responsible for issuing Dispatch requests for operational duties for NSW RFS Owned Aircraft through the Supplier. On occasions the SAD may authorise a Nominee to undertake some of its responsibilities with respect to Dispatch of NSW RFS Owned Aircraft.
- 1.2. The Supplier must maintain the availability information for NSW RFS Owned Aircraft in ARENA such that the SAD can readily assess availability should a need for Services arise.
- 1.3. When Services are required the SAD will initially contact the Supplier by the 24-hour operational contact number to make a Dispatch Request, followed by email notification.

2. Issue of Dispatch

- 2.1. A Dispatch will contain:
 - (a) a Dispatch Number;
 - (b) the Tasks to be performed;
 - (c) the NSW RFS Owned Aircraft to be utilised including registration and/or call sign information;
 - (d) details of any Specialist Role Equipment or specially trained Flight Crew, Crewpersons or mobile Fuel Solution required for the Tasks;
 - (e) the Incident (Service location);
 - (f) the date and time from which the Services will be required and an estimate of the duration of time the Services will be required for; and
 - (g) any particular information or requirements concerning the operational dispatch.
- 2.2. Upon receipt of a Dispatch the Supplier is to:
 - (a) respond to the Dispatch in accordance with the requirements set out in this Deed;
 - (b) seek clarification from SAD if there is any doubt as to the scope of the Services requested and Tasks to be performed;
 - (c) advise the SAD of any limitations with respect to its response to a request;
 - (d) only deploy such Equipment and Personnel as specifically requested in the Dispatch or verbally relayed to the Supplier by the SAD;
 - (e) for planned events, ensure the requested NSW RFS Owned Aircraft and Personnel are transported to the Service location so that the Services can be provided at the time set out in the Dispatch;
 - (f) ensure relevant Personnel attend any required briefings;
 - (g) ensure relevant Personnel and NSW RFS Owned Aircraft remain at the Service location until the end of the period set out in the Dispatch or until directed to leave by NSW RFS, whichever is sooner;
 - (h) for operations involving Aircraft:
 - (i) ensure that its assigned pilots report any limitations (for instance due to maintenance or flight and duty time restrictions) to provide the required Services on at least a daily basis and give sufficient notice of any unavailability; and

- (ii) ensure that standards for flight planning and flight meet CASA regulatory standards; and
- (iii) ensure that appropriate records are maintained of any Service provided including completion of Flight Operations Return forms.

3. Records to be maintained

- 3.1. The Supplier must ensure that accurate records of Tasks involved with providing Operational Services are maintained including:
 - (a) operating time and flying time recorded:
 - (i) in actual local mean time;
 - (ii) in decimal time; and
 - (iii) to one hundredths of an hour calculated to two decimal places; and
 - (b) daily Flight Operations Returns (supplied by NSW RFS) are completed.
- 3.2. The Supplier must ensure that the required sections of the Flight Operations Return are completed and presented for endorsement of an aviation manager, Incident Controller or nominated delegate at the end of each day of operations.
- 3.3. It is the Supplier's responsibility to ensure that it obtains sufficient Flight Operations Return books to enable it to document its operations.
- 3.4. In the event of an electronic record keeping system being adopted the Supplier is to comply with all reasonable directions of the NSW RFS with respect to use of that system.

ATTACHMENT 3: PERSONNEL REQUIREMENTS

1. Personnel

- 1.1. The Supplier must ensure its Personnel meet all requirements set out in this Deed including this Attachment. For Personnel matters, NSW RFS may specify (from time to time) to the Supplier other requirements that are to reasonably apply. (For 'other requirements' see clause 1.2 below.)
- 1.2. If the Supplier reasonably considers that other requirements will result in a material increase in its costs it may give a proposal to NSW RFS. NSW RFS will consider such proposal. To enable NSW RFS to make an informed decision regarding this proposal, the Supplier must provide to NSW RFS
- (a) information about how the new or different requirement will impact the Supplier's costs;
 - (b) a costs break-down for any additional costs; and
 - (c) any further information requested by NSW RFS.

NSW RFS will provide the Supplier with written response in relation to such a proposal. To be clear, the NSW RFS may in its absolute discretion reject, accept or propose a variation to the proposal. The Supplier is not to incur costs until it has received the consent from NSW RFS to do so.

- 1.3. These requirements in this Attachment do not limit the Supplier's responsibility to comply with all applicable laws. The Supplier is responsible for ensuring that the performance of the Services satisfy all such applicable laws at all times.
- 1.4. **Procedures:** The Supplier must ensure that its Personnel are aware of and comply with all obligations relevant to the performance of their work contained in:
- (a) this Deed;
 - (b) the Interagency Aviation Standard Operating Procedures;
 - (c) winching and rescue winching standards;
 - (d) the Supplier's operations manual; and
 - (e) applicable legislation and regulatory materials.
- 1.5. **Training:** The Supplier must ensure that its Personnel complete, at the Supplier's expense unless agreed otherwise, any competency based certification systems, including ground and air training in various aspects relevant to the Tasks they will be completing. Without limiting the foregoing this must include the following.
- (a) *Fire Awareness*
 - (b) *Crew Resource Management*
 - (c) *Helicopter Underwater Escape Training*
 - (d) *Fly in the Wire Environment*

1.6. Conduct of Personnel:

- 1.6.1. The Supplier will be responsible for the appropriate conduct of all Personnel, including ensuring that they comply with the requirements of this Deed in carrying out the Services specified.
- 1.6.2. The Supplier will provide and supervise an appropriate and sufficient number of qualified Personnel to enable timely and proper performance and completion of the Services. All such Personnel will be competent, literate, efficient and qualified by education, training and experience to carry out the tasks to which each is assigned in relation to the Services.

- 1.6.3. The Supplier will have key Personnel experienced in managing and supporting operations which require high standards and completion in a timely fashion in the Operating Environment. The Supplier's key Personnel must understand the importance of Dispatch reliability and must have in place systems to ensure operations conducted on an infrequent or irregular basis are still conducted in a reliable and efficient manner.
- 1.6.4. The Supplier will ensure that in the employment / engagement of its Personnel it complies with all applicable legislation and regulations, particular in relation to industrial relations, the workplace and immigration.
- 1.6.5. The Supplier must take all reasonable steps to ensure that all Personnel engaged in the provision of the Services:
- (a) act diligently, ethically, soberly and honestly;
 - (b) present in a neat, clean and professional manner;
 - (c) do not take or use any drug unless it is:
 - (i) prescribed by a medical practitioner or lawfully available without prescription;
 - (ii) used in accordance with directions; and
 - (iii) used in accordance with the Supplier's drug and alcohol management plan, civil aviation legislation and regulations;
 - (d) comply with all policies, procedures, rules, regulations, standards of conduct and the lawful directions of NSW RFS and its Nominees in respect of use of premises, equipment, business ethics or methodology, or contact with NSW RFS or Nominee personnel;
 - (e) do not commit any criminal offence and otherwise breach any law or regulation which could adversely affect the interests of NSW RFS or the provision of the Services;
 - (f) do not sexually harass any person or unlawfully engage in discriminatory behaviour;
 - (g) carry and display at all times identification as deemed appropriate by NSW RFS; and
 - (h) do not otherwise act in any manner which could disrupt or adversely affect NSW RFS's reputation, interest or goodwill.
- 1.6.6. If in the reasonable opinion of the NSW RFS, the conduct of the Supplier's Personnel may amount to a breach of any applicable legislation, then NSW RFS may report the perceived breach to the relevant regulatory authority.

2. Crewpersons

- 2.1. The Supplier must ensure that for the duties they are required to perform, all Crewpersons:
- (a) meet the approval or licensing requirements of CASA;
 - (b) are fully certified;
 - (c) possess all relevant competency requirements of NSW RFS including NVIS competency suitable for the Night Operations Trial. (The Night Operations Trial will likely expand from 1 August 2019 - all Crewpersons will have NVIS competency by 1 August 2019); and
 - (d) are aware of and comply with all requirements, procedural instructions or directions of NSW RFS relevant to their roles.
- 2.2. In accordance with the principles of Crew Resource Management, Crewpersons must ensure that there is open dialogue with the pilot and any passengers within the cabin of any Aircraft in which they are serving.

3. Pilots and co-pilots

3.1. Pilots to meet requirements:

- 3.1.1. Unless specifically exempted in writing by NSW RFS the Supplier must ensure that pilots meet all of the applicable requirements set out in this Deed including this Attachment.
- 3.1.2. Pilots are to ensure that the standards for 'flight planning' and 'flight following' at all times meet CASA's regulatory standards.
- 3.1.3. As per the principles of Crew Resource Management and team resource management pilots are to ensure that open dialogue is maintained within the cabin of any Aircraft.

3.2. Registration on ARENA

- 3.2.1. The Supplier must maintain a profile on ARENA as an aircraft operator.
- 3.2.2. The Supplier is to ensure that its pilots are registered on ARENA as attached to the Supplier.
- 3.2.3. The Supplier must ensure that its pilots maintain the information within their profiles on ARENA such that the profiles are current and correct, with all required information provided and documentation uploaded.

3.3. Licences, Endorsements and Ratings: All pilots involved with the provision of the Services must have all necessary licenses, accreditations, authorisations, endorsements and certifications required for the Services they may be involved with carrying out. This may include:

- (a) appropriate Australian commercial pilot licence (or equivalent overseas licence if recognised by CASA);
- (b) airframe endorsements relevant to the Aircraft to be flown;
- (c) command instrument rating with appropriate renewals;
- (d) night visual flight rules or instrument flight rules ratings;
- (e) night vision imaging systems rating within 18 months from the Commencement Date (provided that the Supplier has sufficient pilots with NVIS rating to accommodate the likely expansion of the Night Operations Trial from 1 August 2019);
- (f) Dangerous Goods certification.

3.4. Flying Hour Requirements

- 3.4.1. The Supplier must ensure that any pilot flying NSW RFS Owned Aircraft has:
 - (a) a minimum of 1500 hours' pilot in command experience;
 - (b) a minimum of 100 hours' experience on the airframe type;
 - (c) low flying experience;
 - (d) long line experience (if possible);
 - (e) night flying experience; and
 - (f) 50 hours flying experience for fire or emergency services operations.

3.5. Briefings: Pilots are to insist on a thorough briefing prior to the commencement of any Operational Task.

3.6. Passengers: Pilots are to ensure passengers are only permitted on NSW RFS Owned Aircraft if:

- (a) the Aircraft has sufficient seating, seatbelt and safety harness capabilities for each passenger to be transported safely;
- (b) prospective passengers have appropriate authority to be on board;
- (c) prospective passengers are appropriately dressed given the nature of the operation to be conducted;
- (d) the manifest is updated to include any passengers; and
- (e) the pilot briefs passengers.

3.7. Communications:

- (a) Pilots are to ensure that communications with all relevant parties are maintained at all possible times and every effort is made to re-establish communications in the event of a failure.
- (b) As per the principles of Crew Resource Management and team resource management, pilots should maintain open dialogue within the cabin of any Aircraft.

3.8. Pilot-in-command

- 3.8.1. The pilot-in-command of an Aircraft will have direct control and sole responsibility for the safe operation of the Aircraft and the safety of its occupants and payload.
- 3.8.2. The pilot-in-command will have authority to make the final decision as to whether or not a flight shall proceed, and in what manner and to what destination, having regard to the prevailing operational circumstances.
- 3.8.3. Any safety concerns should be duly considered by the pilot-in-command and acted upon. If necessary, the flight should be cancelled or altered to minimise safety concerns.
- 3.8.4. The pilot in command must ensure that the Aircraft is operated in accordance with the Aircraft's flight manual, including but not limited to within flight envelope limitations.
- 3.8.5. The pilot in command will have the final authority to determine whether the flight can be accomplished safely and must refuse any flight Task or operation on the grounds that the flight, Task or operation may result in:
 - (a) unsafe operation of the Aircraft;
 - (b) a breach of any applicable standard operating procedure, legislative requirement, Supplier policy, or industry standard; and/or
 - (c) operation of the Aircraft outside of its capability or the capability of the pilot-in command.

4. Personal Protective Equipment

4.1. Safety Clothing to be worn by pilots, other Flight Crew and Crewpersons:

- 4.1.1. The Supplier must have a policy for safety clothing and equipment which is consistent with:
 - (a) any applicable legislative requirements;
 - (b) Interagency Aviation Standard Operating Procedures regarding Personal Protective Equipment or Clothing; and
 - (c) any directions provided by the NSW RFS from time to time.
- 4.1.2. The Supplier must ensure its policy is adhered to and appropriate safety clothing and equipment is available and worn by those involved in the supply of the Services on its behalf.
- 4.1.3. In particular, pilots and aircrew of NSW RFS Owned Aircraft are to wear flying suits and helmets that are suitable for the tasks being performed.

4.1.4. The supplier must ensure that all pilots and aircrew carry a 406MHz-capable personal locator beacon on their person at all times whilst flying.

ATTACHMENT 4 –AIRCRAFT REQUIREMENTS

1. Application

- 1.1. The Supplier will ensure that the NSW RFS Owned Aircraft are maintained to the standards set out in this Attachment. In addition, the Supplier will ensure that the NSW RFS Owned Aircraft are maintained to any other standards/requirements introduced through the National Aerial Firefighting (NAFC) or NSW Call When Needed arrangements.
- 1.2. These requirements in this Attachment do not limit the Supplier's responsibility to comply with all applicable laws. The Supplier is responsible for ensuring that the performance of the Services satisfy all such applicable laws at all times.

2. Aircraft maintenance

- 2.1. The NSW RFS Owned Aircraft must be properly maintained and in accordance with approved or applicable maintenance manuals, directives and/or industry standards.
- 2.2. The Supplier must be able to demonstrate to any authorised officer of the NSW RFS that NSW RFS Owned Aircraft have been so maintained and can be considered reliable and safe.
- 2.3. This includes a requirement for the Supplier to ensure NSW RFS Owned Aircraft have a current maintenance release that is kept in the aircraft. When requested, the Supplier's Personnel must produce the release.
- 2.4. Aircraft with less than 20 hours remaining on its maintenance release at the time of a Dispatch request should not be utilised for a Dispatch unless:
 - (a) prior approval has been given by the Manager, Operational Business and Procurement; and
 - (b) the use of the Aircraft will not breach any applicable laws.

In certain circumstances the Supplier will be given KPI relief. If Aircraft are unavailable (e.g. due to maintenance) and NSW RFS does not approve use of a 'less than 20 hours remaining' Aircraft, and the Supplier has otherwise fully complied with its obligations, then these circumstances will not constitute a KPI failure.

3. Avionics and communications

3.1. General

- 3.1.1. The installation and maintenance of radios, avionics, telephones, public address and siren systems, tracking systems and associated equipment and systems are the responsibility of the Supplier.
- 3.1.2. The Supplier will ensure all necessary approvals and authorisations are obtained for the installation and operation of all radios, avionics, telephones, public address and siren systems and associated equipment and systems.

3.2. Requirements for Tactical Aircraft

- 3.2.1. Tactical Aircraft must be equipped with Motorola government radio network (GRN) capable radios. When performing work for the other NSW Agencies who are land management agencies the use of a 1200 channel high-band very high frequency (VHF) radio will be required.
- 3.2.2. In addition:
 - (a) Helicopters capable of carrying passengers must be fitted with one headset connected to the Aircraft's intercom for each seat; and
 - (b) the installation of avionics or communication equipment must be certified in accordance with any legislative or regulatory requirements.

3.2.3. All Tactical Aircraft must be equipped with at least one fully installed impact-operated emergency locator transponder (ELT). The ELT must be capable of transmission on 406Mhz, be located in an accessible position within the Aircraft; and be capable of being removed and operated independently of the Aircraft.

4. Tracking systems

- 4.1. Presently, NSW RFS Aircraft are fitted with a tracking system capable of communicating with TracPlus through both digital and satellite systems.
- 4.2. NSW RFS Aircraft are equipped with an Automated Flight Following Device that records the position, altitude, speed and heading of the Aircraft at intervals no greater than 2 minutes and transmits that information within 60 seconds to TracPlus.
- 4.3. The Supplier must ensure it maintains all necessary connections with the electronic information server.
- 4.4. The Supplier must maintain the settings of the system such that NSW RFS can:
- (a) view information from the Automated Flight Following Device via the internet; and
 - (b) obtain the tracking data as a comma separated values file from the system server using a protocol acceptable to the NSW RFS.

5. Visibility, recognition and presentation

- 5.1. Aircraft must be equipped and maintained to meet the requirements with respect to visibility, recognition and presentation as described below. NSW RFS may notify to the Supplier from time to time changes to these requirements.
- 5.2. **Tactical Aircraft - Lighting:**
- 5.2.1. The NSW RFS Owned Aircraft must have sufficient lights to permit direct viewing of light from any position above, on the same horizontal plane or below the Aircraft.
- 5.2.2. Without limiting the foregoing, the Supplier must ensure the NSW RFS Owned Aircraft has a white belly strobe light or strobe lighting that gives the Aircraft visibility to ground Personnel & other Aircraft. This must be fitted to the Aircraft with a minimum light output of 600 candela.
- 5.3. **Tactical Aircraft - Call Signs**
- 5.3.1. Tactical callsigns must be affixed to all Tactical Aircraft in accordance with national air traffic control procedures.
- 5.3.2. The Supplier must ensure that the allocated tactical callsign for each Tactical Aircraft is affixed to the Aircraft such that:
- (a) the size of the callsign numbering permits recognition of the Tactical Aircraft from a distance of 50 meters from any position on the same horizontal plane of the Tactical Aircraft, except for a 60-degree arc centred on the tail of the Tactical Aircraft.
 - (b) the size of the callsign numbering permits recognition of the Tactical Aircraft from a distance of 200 metres immediately below the Tactical Aircraft;
 - (c) the colour of the callsign numbering contrasts with the Tactical Aircraft paint scheme, where possible is black or white and is easily read; and
 - (d) the height of the callsign numbering is between 20 to 30 centimetres or larger where practical.

5.4. Tactical Aircraft – First Aid and ELT Signage

The Supplier must ensure that NSW RFS Owned Aircraft have appropriate signage inside and outside the Aircraft such that the First Aid kit and ELT can be identified readily.

5.5. **Tactical Aircraft – Aircraft Paint Scheme**

The Supplier must maintain the NSW RFS Owned Aircraft paint scheme which allows the Aircraft to be readily observed, even during Incident or Emergency based Aviation Operations.

6. **Changes to certain Aircraft specifications**

6.1. If there are changes to the Aircraft specifications described at clauses:

- (a) Part D, Attachment 4, clause 3 (Avionics and communications)
- (b) Part D, Attachment 4, clause 4 (Tracking systems)
- (c) Part D, Attachment 4, clause 5 (Visibility, recognition and presentation),

then the following will apply.

6.2. If the Supplier reasonably considers that a change will result in a material increase in its costs it may provide a proposal to NSW RFS. NSW RFS will consider such proposal. To enable NSW RFS to make an informed decision regarding this proposal, the Supplier must provide to NSW RFS:

- (d) information about how the new or different requirement will impact the Supplier's costs;
- (e) a costs break-down for any additional costs; and
- (f) any further information requested by NSW RFS.

6.3. NSW RFS will provide the Supplier with written response in relation to such a proposal. To be clear, the NSW RFS may in its absolute discretion reject, accept or propose a variation to the proposal. The Supplier is not to incur costs until it has received the consent from NSW RFS to do so.

7. **Other equipment**

7.1. **Life Preservers or Life Vests**

7.1.1. **CAO 20.11** The Supplier must ensure that it complies with CAO 20.11 (emergency and lifesaving equipment and passenger control in emergencies).

7.1.2. **Firebombing operations:** Where the Services being performed involve Firebombing, pilots and other crew authorised to remain on board during those operations must wear life preservers during parts of the operation where load pickups are being conducted over bodies of water.

7.1.3. **Over water operations:** Where the Services are performed over water, such as during flood relief operations:

- (a) the Supplier must maintain enough life preservers available on board for all occupants of the Aircraft.;
- (b) prior to any flight being conducted over water, the pilot must reinforce the wearing and correct use of life preservers as part of pre-flight safety briefing for passengers.

7.2. **Survival Kits**

7.2.1. The Supplier must ensure that NSW RFS Owned Aircraft contain survival kits at all times. Such kits must be lock-wired and tagged and include:

- (a) thermal space blankets;
- (b) rations sufficient for 48 hours for the number of persons likely to be on board the Aircraft;
- (c) survival booklet;
- (d) waterproof matches;

- (e) drinking water; and
- (f) signalling equipment.

7.3. Helicopters - Wire strike protection

7.3.1. All NSW RFS Owned Aircraft must be equipped with suitable wire strike kits where such a kit exists for the relevant Helicopter airframe.

7.4. Helicopter Engine Filtration Systems

7.4.1. The Supplier must maintain engine filtration systems on NSW RFS Owned Aircraft.

7.5. Helicopter – Safety cards and briefings

7.5.1. All NSW RFS Owned Aircraft are to carry passenger safety cards for the purpose of briefing passengers on what to do during an emergency. The cards must depict information concerning:

- (a) safe approach and departure zones around the Aircraft;
- (b) use of seat belts;
- (c) donning of life preservers; and
- (d) emergency brace positions.

7.5.2. The Supplier must ensure that the pilot or Crewpersons provide a safety briefing to all passengers prior to take-off of the Helicopter.

ATTACHMENT 5: INVOICING

1. Invoicing

- 1.1. The Supplier may give an invoice at the times specified in this Deed.
- 1.2. The Supplier must ensure its invoices are correctly rendered in the form and with the information notified by the NSW RFS to the Supplier from time to time.
- 1.3. As at the date of this Deed, to be considered a correctly rendered invoice, each tax invoice must be in the form of a tax invoice for GST purposes and state:
 - (a) the supplier's Australian Business Number;
 - (b) the amount of any GST paid or payable to the Supplier;
 - (c) the Supplier's address for payment;
 - (d) the invoice number;
 - (e) the Purchase Order number or Interim Approval Reference number (as applicable) provided by NSW RFS for Maintenance and Management Services;
 - (f) the Dispatch Number that was provided by the SAD on deployment for operating charges;
 - (g) the dates of supply of the Services to which the invoice relates;
 - (h) provide a full description of the Services to which the invoice relates;
 - (i) if the Services were supplied as requested; and
 - (j) contain sufficient information to enable NSW RFS to establish the accuracy of the invoice, including a breakdown of the Price as it relates to the Services provided;
- 1.4. In the event of any claims for reimbursement in accordance with Part C, clause 6.2 of this Deed, include sufficient information and documentation to satisfy the requirements of the relevant provisions of that clause and allow the claim for reimbursement to be considered. For instance, with respect to claims for reimbursement for meals and accommodation, documenting the costs incurred into a day by day breakdown of all costs claimed
- 1.5. In relation to operational Dispatch, include an authorised and signed copy of the white sheet of the FOR with all fields completed and the form signed by a designated NSW RFS or Nominee representative.
- 1.6. For operational Dispatch charges, the tax invoice must be received by the NSW RFS within 45 days of the Service taking place. It is possible that some external invoices (e.g. some Airservices Australia invoices) will not be available within this 45 day period. For these external invoices they must be forwarded immediately on receipt by the Supplier for reimbursement by NSW RFS. The Supplier must follow up with the external entity and obtain the invoices as soon as possible and keep NSW RFS informed.
- 1.7. The tax invoice may be sent by post or email, with full supporting information attached, to: NSW RFS Operational Business and Procurement Section at the applicable addresses for service set out in Item 1, Part B.

ATTACHMENT 6: PRICING

1. One off Project Mobilisation Costs

1.1. The **Price** to be paid by NSW RFS for **one-off project mobilisation costs** incurred by the Supplier will be [REDACTED] (ex GST).

1.2. This Price will cover items including:

1.2.1. purchase and registration of a Specialised Remote Maintenance Vehicle for remote maintenance by the Supplier and fit-out of this vehicle including generator, compressor, inverter and lighting; and

1.2.2. capital engineering fitout including non-specific aircraft tooling, equipment, benches, safe and AS350 workstand.

NSW RFS has purchased NSW RFS Owned Aircraft specific tooling – and this will be made available to the Supplier for use for the provision of the Services.

1.3. Payment of this one off and one time Price for the project mobilisation costs will be made in **2 instalments**:

1.3.1. the first instalment is [REDACTED] (ex GST); and

1.3.2. the second instalment is [REDACTED] (ex GST).

1.4. The Supplier may provide an **invoice** for:

1.4.1. the first instalment after NSW RFS confirms that a Purchase Order has been raised after the Commencement Date

1.4.2. the second instalment after NSW RFS confirms that it is satisfied that the project mobilisation activities have been completed (e.g. evidence that the engineering infrastructure is in place and the purchase and fitout of the Specialised Remote Maintenance Vehicle has been completed).

1.5. The parties agree that use of the Specialised Remote Maintenance Vehicle for NSW RFS in-field maintenance is not anticipated to be at a level that would necessitate the replacement of the Specialised Remote Maintenance Vehicle during the Term. The vehicle is expected to be available and capable of being used for the Services for the full potential 10 year Term.

If the Supplier considers that a replacement vehicle is required it must provide NSW RFS with (1) details about why it believes a replacement is needed and (2) sufficient information concerning the use of the Specialised Remote Maintenance Vehicle for the Services (e.g. log book records of usage). NSW RFS is under no obligation to agree to use of a replacement vehicle or to provide any assistance including funds for any for a replacement vehicle.

2. Management Services (*Price and timing for invoices*)

2.1. The **Price** for **Management Services** will be [REDACTED] (ex GST) for each 12 month period of this Deed.

(This Price will vary each year in accordance with the **price variation mechanism** described at item 10 of the Agreement Details.)

2.2. This **annual Price** for Management Services, to be clear, **includes**:

2.2.1. provision of operating base with adequate hangar space and crew facilities for pilots, crew, camera contractor and occasional NSW RFS crew on standby with NSW RFS Owned Aircraft;

2.2.2. provision of storage capability for Spare Parts, Specialist Role Equipment, maintenance consumables, and secure storage of NVG and Cineflex camera (or similar);

2.2.3. provision of AOC and relevant Operations Manual for operation of the NSW RFS Owned Aircraft including charter and air work operations;

2.2.4. provision of insurance in accordance with Item 15, Part B and clause 7.3, Part C;

- 2.2.5. all administrative services including invoicing, inventory management, provision of regular reporting to NSW RFS including Aircraft Availability and KPIs;
 - 2.2.6. provision of logistical support when aircraft deployed away from the Nominated Operating Base;
 - 2.2.7. ensuring the NSW RFS Owned Aircraft are clean and well presented at all times; and
 - 2.2.8. provision of aircraft operational equipment management system including inspection, routine maintenance, coordination, and sourcing supplies (including but not limited to incendiaries and glycol for AI machine).
- 2.3. Payment of the annual Price for Management Services will be in **12 equal monthly instalments** of [REDACTED] (ex GST).
- 2.4. The Supplier may provide an **invoice** for a monthly instalment on a **monthly in arrears** basis. For example, based on a Commencement Date of 1 August 2018 the Supplier may issue an invoice on 1 September 2018 for the first instalment of Management Services of [REDACTED] (ex GST) for the Services provided from 1 August 2018 to 31 August 2018.

3. Pilot and Crew Services (*Price and timing for invoices*)

- 3.1. The **Price for Pilot and Crew Services** will be [REDACTED] (ex GST) for each 12 month period of this Deed.

(This Price will vary each year in accordance with the **price variation mechanism** described at item 10 of the Agreement Details.)

- 3.2. This **annual Price** for Pilot and Crew Services, to be clear, **includes**:

3.2.1. provision of chief pilot services including all required approvals of pilots and crew;

3.2.2. provision of 6 full time equivalent (“**FTE**”) pilots with integrated checking and training capability and 4 FTE Crewpersons constituting a year round surge capability that will at a minimum be available as follows:

- i. during BFDP: 3 FTE pilots and 2 FTE Crewpersons available 7 days a week (each with one 12 hour shift per day); and
- ii. during non-BFDP: 2 FTE pilots and 1 FTE Crewpersons available 7 days a week (each with one 12 hour shift per day).

3.2.3. provision of all associated administrative and management costs associated with the FTE staff as set out in this Deed but to include at a minimum:

- i. uniforms and helmets;
- ii. licences and memberships and related medical checks or testing (for example, DAMP testing or ASIC);
- iii. Crewperson car and airside licences; and
- iv. Dangerous Goods certificates.

3.2.4. provision of the following check and training capability:

- i. pilots to complete 2 x operational proficiency checks for each Aircraft type each year and Crewperson in each type. These will involve technical and operational quizzes, and involve a selection of simulated aircraft and Specialist Role Equipment malfunctions, plus they will require operational role scenarios to be checked (for example, winch operations, long line, bucketing, incendiary, mapping, low flying, unprepared landing sites, SAR and NVFR). This will include Specialist Role Equipment and techniques and the checks are general conducted as a “crew” so the Crewperson will complete more than the 1 check per Aircraft type;
- ii. each pilot and Crewperson will conduct annual Level D, full motion flight simulation training which includes approximately 14 hours full motion flight simulation of advanced emergency sequence training, advanced night training and CRM scenarios. This training will be run as a crew;

- iii. an extensive ground training program that includes role training (including fire behaviour, fire management, air attack systems and strategies), advanced and static winch training and aircraft tech training;
 - iv. training in CRM/non-technical skills;
 - v. annual fatigue awareness training;
 - vi. annual pilot maintenance training;
 - vii. Crewperson training including HUET training every 3 years and 'Fly in the Wire' environment training (once for each Crewperson); and
 - viii. two BK117 type rating courses for pilots.
- 3.2.5. capacity to accommodate coverage of crew/pilot surge requirements during changeovers when the NSW RFS Owned Aircraft are deployed;
- 3.2.6. all insurances related to the provision of pilot/crew including, including workers' compensation insurance;
- 3.2.7. Pilot and Crewperson requirements for Night Operations Trial;
- 3.2.8. provision of all human resource administrative requirements; and
- 3.2.9. the cost of the Supplier's Pilot and Crew Personnel **completing mobilisation training** of approximately 36 hours per Aircraft type following the Commencement Date.

CareFlight acknowledges that it is a contractual expectation that CareFlight will employ and utilise Flight Crew Personnel that are appropriately trained and certified as required under this Deed.

3.3. The following items are **not included** in the annual Price for Crew and Pilot Services:

- 3.3.1. checking and training of 30 hours per annum on each airframe type to support the Supplier's CAR 217 approved training. This training will include three line checks per year to date night VFR and fireground activities such as bucketing, winching and incendiaries;
- 3.3.2. 12 re-currency hours per airframe per annum for NVG capability.

3.4. Payment of the annual Price for Pilot and Crew Services will be in **12 equal monthly instalments** of [REDACTED] (ex GST).

3.5. The Supplier may provide an **invoice** for a monthly instalment on a **monthly in arrears** basis. For example, based on a Commencement Date of 1 August 2018 the Supplier may issue an invoice on 1 September 2018 for the first instalment of the Crew and Pilot Services of [REDACTED] (ex GST) for the Services provided from 1 August 2018 to 31 August 2018.

3.6. NSW RFS may seek **additional services** related to the Crew and Pilot Services. The Supplier will ensure that, during the Term, the following additional services (if requested by NSW RFS in accordance with this Deed) are provided based on the pricing set out below:

- (a) [REDACTED] (ex GST) per day for each **additional pilot** to be utilised for standard operations or night operations using the BK 117 or AS350; and
- (b) [REDACTED] (ex GST) per day for each additional Crewperson to be utilised for BK 117 winch operations, BK117 or AS350 night operations or AS350 AI operation.

The Prices as set out above will be subject to the WPI price review mechanism as set out in 7.1, Attachment 6.

An **invoice** for these additional services may be given after the Service has been provided to the satisfaction of NSW RFS.

4. Aircraft Maintenance Services (*Price and timing for invoices*)

- 4.1. The **Price for Aircraft Maintenance Services** will be [REDACTED] (ex GST) for each 12 month period of this Deed.
(This Price will vary each year in accordance with the **price variation mechanism** described at item 10 of the Agreement Details.)
- 4.2. This **annual Price** for the Aircraft Maintenance Services, to be clear, **includes**
- 4.2.1. provision of maintenance facility with adequate hanger space and maintenance tooling/machinery for general maintenance of the NSW RFS Owned Aircraft;
 - 4.2.2. provision of aircraft maintenance engineers for scheduled maintenance and unscheduled remote aircraft maintenance;
 - 4.2.3. compliance with all CASA requirements for maintenance and continuous airworthiness including all approvals specific to NSW RFS Owned Aircraft;
 - 4.2.4. monitor and provide advice to NSW RFS on compliance with all applicable CASA Airworthiness Directives;
 - 4.2.5. monitor and provide advice to NSW RFS on compliance with all applicable CASA Mandatory Service Bulletins;
 - 4.2.6. monitor and provide advice to NSW RFS on requirements for NSW RFS Owned Aircraft and Spare Parts maintenance in accordance with manufacturer specifications;
 - 4.2.7. provision of all required insurance relating to the Maintenance Services;
 - 4.2.8. provision of all record keeping requirements surrounding maintenance of NSW RFS Owned Aircraft including management and maintenance of NSW RFS owned spare parts;
 - 4.2.9. provision of planned regular maintenance inspections on NSW Owned Aircraft and winch cables (to be clear, this is for inspection only and does not require performing work on any issues found);
 - 4.2.10. preparing a maintenance schedule that maximises NSW RFS Owned Aircraft Availability during the BFDP;
 - 4.2.11. supplementing the engineering resources for maintenance of NSW RFS Owned Aircraft with its existing pool of engineers on an as required basis; and
 - 4.2.12. where pre-approved by NSW RFS, use of Supplier owned parts held in stock to support NSW RFS Owned Aircraft at an on cost basis.
- 4.3. The following items are **not included** in the annual Price for Aircraft Maintenance Services:
- 4.3.1. Aircraft and Specialist Role Equipment Spare Parts, components, freight and consumables including items required for:
 - i. scheduled and unscheduled maintenance;
 - ii. compliance with applicable CASA Airworthiness Directives or CASA Service Bulletins;
 - iii. compliance with ICA requirements developed from Part 21M or supplemental type certificates that have been incorporated into NSW RFS Owned Aircraft;
 - 4.3.2. labour costs for maintenance to be conducted by external parties where that is outside the scope of the Supplier's Certificate of Approval (i.e. engine overhauls, component overhauls and repairs).
- 4.4. Payment of the annual Price for Aircraft Maintenance Services will be in **12 equal monthly instalments** of [REDACTED] (ex GST).
- 4.5. The Supplier may provide an **invoice** for a monthly instalment on a **monthly in arrears** basis. For example, based on a Commencement Date of 1 August 2018 the Supplier may issue an invoice on 1 September 2018 for the first instalment of

the Aircraft Maintenance Services of [REDACTED] (ex GST) for the Services provided from 1 August 2018 to 31 August 2018.

4.6. NSW RFS may seek **additional services** related to the Aircraft Maintenance Services. The Supplier will ensure that, during the Term, the following additional services (if requested by NSW RFS in accordance with this Deed) are provided based on the pricing set out below:

4.6.1. Where pre-approved by NSW RFS, use of Supplier owned Spare Parts held in stock to support NSW RFS Owned Aircraft at an on cost basis.

4.6.2. Deployment of the Supplier owned Specialised Remote Maintenance Vehicle when required would incur a charge of [REDACTED] per day (ex GST) inclusive of engineering support and fuel and maintenance of the vehicle. No Km rate will be applicable. Additional costs for Maintenance staff may apply as per Clause 6.2 (a) in Part C.

4.6.3. Hourly rates for contract engineers / engineers on overtime (pre-approval required from NSW RFS):

(a) CareFlight FTE overtime - [REDACTED] per hour. This Prices will be subject to the WPI price review mechanism as set out in 7.1, Attachment 6.

(b) Contract labour rate – on charged at cost [REDACTED] per hour, in the first 12 months from the Commencement Date).

An **invoice** for this additional service may be given after the Service has been provided to the satisfaction of NSW RFS.

5. Mobile Fuel Solution

5.1. The Price for the Dispatch of the mobile Fuel Solution is [REDACTED] (ex GST) per day with no hour or kilometre rate applicable. This Price will be subject to the CPI price review mechanism as set out in 7.2, Attachment 6.

5.2. This rate includes staffing, kilometres travelled and vehicle use but not reimbursable or pass through items.

5.3. An **invoice** for this additional service may be given after the Service has been provided to the satisfaction of NSW RFS.

6. Night Vision Goggle (NVG) Training

6.1. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

6.2. [REDACTED]

6.3.



6.4.



7. Additional Services Price Review Mechanism

7.1. WPI Price Review Mechanism

The Price for an additional service that is subject to this price review mechanism will vary on each anniversary of the Commencement Date as follows:

$$VP = (WPI_1 / WPI_0) \times P$$

Where

VP = varied price for the additional service.

WPI₁ is the Wage Price Index, Australia 6345.0: Total Hourly rates of pay excluding bonuses (Seasonally Adjusted - All Sectors) published by the Australian Bureau of Statistics for the March quarter immediately preceding the relevant anniversary of the Commencement Date.

WPI₀ is 126.9 corresponding to the Wage Price Index, Australia 6345.0, Total Hourly rates of pay excluding bonuses (Seasonally Adjusted - All Sectors) published by the Australian Bureau of Statistics for the September 2017 quarter.

P = the price for the additional service on the Commencement Date.

To be clear, the relevant Prices may increase or decrease following the annual review using the above mechanism.

7.2. CPI Price Review Mechanism

The Price for an additional service that is subject to this price review mechanism will vary on each anniversary of the Commencement Date as follows:

$$RP = (CPI_1 / CPI_0) \times P$$

Where

RP = varied price for the additional service.

CPI₁ is the Consumer Price Index 6401.0, All Groups Index Weighted Average for Capital Cities, Australia published by the Australian Bureau of Statistics for the March quarter immediately preceding the relevant anniversary of the Commencement Date

CPI₀ is 111.4 corresponding to the Consumer Price Index 6401.0, corresponding to the All Groups Index Weighted Average for 8 Capital Cities of Australia published by the Australian Bureau of Statistics for the September 2017 quarter.

P = the price for the additional service on the Commencement Date.

To be clear, the relevant Prices may increase or decrease following the annual review using the above mechanism.

ATTACHMENT 7: REQUEST FOR TENDER

RFT documents attached

Attachment 7 includes the following documents that were released on the NSW Government eTender site as part of the Request for Tender:

- Request for Tender - known as RFT 2017-032 (**RFT**). (see item 14 of Agreement Details).
- **Addendum 1** to RFT 2017-032
- **Addendum 2** to RFT 2017-032

RFT documents incorporated by references

The following documents (in the version released) were also **attached to the RFT**. These documents are incorporated into this Deed and this Attachment 7 by reference. The documents are as follows:

- RFT Attachment 1 – NSW RFS Statement of Business Ethics
- RFT Attachment 2 – NSW RFS State Air Desk procedure 2.2 Tasking of RFS owned aircraft
- RFT Attachment 3 - NSW RFS Helicopter Winching Standards - V2
- RFT Attachment 4 - NSW RFS Rescue Winching Standards V2
- RFT Attachment 5 - NSW FA Aviation SOPs FINAL version 3.4 2014

The following ‘maintenance runout’ documents were **attached Addendum 2**. These documents are incorporated into this Deed and this Attachment 7 by reference. The documents are as follows:

- Addendum 2 Attachment 1 – Maintenance run-outs for VRQ
- Addendum 2 Attachment 2 – Maintenance run-outs for VRP
- Addendum 2 Attachment 3 – Maintenance run-outs for NFO

ATTACHMENT 8: REQUEST FOR TENDER– SUPPLIER RESPONSE

Attachment 8 includes the following documents

- The Supplier’s ‘Tender Response’ (‘CareFlight Limited’) to RFT 2017-032. This is the ‘**Supplier’s RFT Response**’
- Small and Medium Enterprises Participation Plan
- Attachment 6.1a - QMS Certification
- Attachment 6.1b - Quality Manual
- Attachment 6.2a – SMS Certification
- Attachment 6.2b – Safety Manual
- Attachment 6.3a – WHS Statement of Commitment
- Attachment 6.3b - Staff Health Safety Wellbeing Guide
- Attachment 6.3c – High Risk Events
- Attachment 6.4a – RMS Manual
- Attachment 6.4b – Operational Risk Activities
- Attachment 6.4c – ORP RW Winching
- Attachment 6.4d - SRAT FRAT User Guide
- Attachment 6.5a - ERP
- Attachment 6.5b – Aviation ERP
- Attachment 6.6a - DAMP
- Attachment 6.8a - Other Certificates
- Attachment 8.1a - Air Operators Certificate
- Attachment 8.2a – External Audits
- Attachment 8.2b - NCN Corrective Action
- Attachment 8.2c – Internal Audits
- Attachment 8.4a - AV-403-03 Section D3 - RW Winching Operation
- Attachment 8.4b - AV-404-02 Section D4 - RW Decks and Wet Winching.
- Attachment 8.5a - AV-409-04 Section D9 - RW Night Operations Procedures
- Attachment 10.3a - VH IME SOM
- Attachment 10.3b – CareFlight MCM
- Attachment 10.3c - BK117 MEL
- Attachment 10.3d - VH IME Component Limitations Manual
- Attachment 10.3e - VH IME Inspection Worksheet Manual
- Attachment 10.3f - BK117 Pilot Maintenance Instruction Manual
- Attachment 10.4a - CareFlight Certificate of Approval
- Attachment 10.6a - Supplier Survey and Audit Form
- Attachment 11.a – Insurance summary

These documents are incorporated into this Deed and this Attachment 8 by reference. They have not been physically attached – however, they will apply to this Deed.

The Attachment 8 documents also includes the implementation plan.

To be clear, any RFT related correspondence or documents not specifically stated in this Attachment 8 will not form part of this Deed. This means any correspondence or documents exchanged as part of the RFT process will not apply – unless set out in this Deed and Attachment 8.