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**State Procurement is a Business Unit of the NSW Department of Commerce**

**State Procurement invites this tender for and on behalf of the  
NSW Government State Contracts Control Board**

## **PART A**

### **Request for Tender 0501667 – Aerial Firefighting Services for NSW Rural Fire Service**

**Period: 1 September 2006 to 31 August 2013**

**Tender Issue Date: 8 May 2006**

**Closing Date: Thursday 15 June 2006**

**Closing Time: 9:30 am Sydney Time**

**Tenderers should note that a Pre-Tender Briefing shall be held as detailed in Clause 4.4 of this Part A**

*Note: If a tender is not submitted electronically, the Tenderer must submit the original tender, plus five (5) copies of the Tender. Tenders are to be marked "Original", "Copy 1", "Copy 2", "Copy 3", "Copy 4" and "Copy 5".*

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This publication is available on request via email in large print and/or on computer disk for people with a disability. To obtain copies of this publication in either of these formats, please contact the Contact Officer identified in this RFT.

Other formats, such as Braille and audio (cassette tape), will be considered on a case-by-case basis.

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## Aerial Firefighting Services for NSW Rural Fire Service

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## **PART A THE REQUIREMENT AND CONDITIONS OF TENDER**

### **1. DEFINITIONS OF TERMS USED IN PARTS A AND C**

- 1.1 Unless the context indicates otherwise, the following terms, where used in Parts A and C of this RFT, shall have the meanings set out below.

**“ABN”** means an Australian Business Number as provided in the GST Law.

**“Addendum”** means an addendum or addition to this RFT made by the Board before the Closing Date and Time.

**“Agencies”** means NAFC or any State, Territory or Federal Government Agency or Department. In NSW this includes the State Emergency Service (SES), NSW Fire Agencies, being the NSW Rural Fire Service (RFS), the NSW Fire Brigades (NSWFB), the Department of Environment (NPWS) and the Department of Primary Industry (State Forests);

**“Agency”** means any one of the Agencies.

**“Aircraft”** means an Aircraft, Refueller and Flight Crew utilised by the Contractor to perform the Services or undertake the work stipulated in the Contract. "Aircraft" is to be read as "Aircraft and Refueller and Flight Crew and Crewpersons conforming with requirements of this Contract" except where the contrary is specified or clearly implied.

**“Aircraft Type – Fixed Wing”** means the Type of Aircraft according to the definition provided in the NAFC Standard PR002 dated 06 December 2004 attached at Annexure 2 to Schedule 4, Part B.

**“Aircraft Type – Rotary Wing”** means the Type of Aircraft according to the definition provided in the NAFC Standard PR001 dated 06 December 2004 attached at Annexure 2 to Schedule 4, Part B.

**“Alternative Tender”** means a Non-Conforming Tender that is intended to offer a different method of meeting the object and intent of the Requirement.

**“Board”** or **“SCCB”** means the State Contracts Control Board established under the Public Sector Employment and Management Act 2002 whose responsibilities include:

- Inviting and accepting tenders;
- Determining the conditions under which tenders are invited or accepted;
- Entering into Contracts on behalf of the Crown in right of the State of New South Wales; and
- On-going Contract administration and management,

and includes the duly authorised delegates of the Board, including officers of State Procurement.

**“Closing Date and Time”** means the Closing Date and Time for receipt of Tenders, specified on the cover sheet to this RFT.

**“Code”** means the NSW Government Code of Practice for Procurement, as amended from time to time, together with any other codes of practice relating to procurement, including any amendments to such codes, that may be applicable to the particular RFT. The Code can be viewed and downloaded from:

[http://www.treasury.nsw.gov.au/procurement/pdf/code\\_of\\_prac-curr.pdf](http://www.treasury.nsw.gov.au/procurement/pdf/code_of_prac-curr.pdf)

**“Conforming Tender”** means a Tender that:

- (a) conforms to the Requirement;
- (b) is in the prescribed form;
- (c) conforms to the terms and conditions contained in Part B; and
- (d) conforms to all of the other requirements of this RFT.

**“Contract”** means the agreement executed between the successful Tenderer and the NSW Rural Fire Service.

**“Contractor(s)”** means the Tenderer(s) ultimately selected to provide the Services as a party to the proposed Contract(s).

**“FW”** means fixed wing Aircraft.

**“Items”** means the Aircraft Type or Types, as applicable, including all components of the service provided by that Aircraft Type that attract a charge.

**“Late Tender”** means a Tender received after the Closing Date and Time for Tenders and includes a Tender which is only partly received by the Closing Date and Time.

**“NAFC”** means the National Aerial Firefighting Centre.

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**“Nominated Operational Base or NOB”** means the location at which the Aircraft is required to be based during the Service Period.

**“Non-Conforming Tender”** means a Tender that:

- (a) does not conform to the Requirement;
- (b) is not in the prescribed form;
- (c) does not conform to any one or more of the terms of the Contract in Part B, including a Tender which seeks to qualify or amend these terms; or
- (d) does not conform to any of the other requirements of this RFT.

**“OHS&R”** means occupational health, safety and rehabilitation.

**“Operating Charge”** means the hourly rate charged for flying the Aircraft nominated at items 1 or 2 of the Price Schedule at Part C.

**“PCC”** means the Passenger Carrying Capability number defined in the NAFC Standard PR003 dated 06 December 2004 attached at Annexure 2 to Schedule 4, Part B.

**“Price”** means Tender Price.

**“Price Schedule”** means the list of Items offered by the Tenderer, together with the corresponding pricing information.

**“Principal”** means the Commissioner of the NSW Rural Fire Service.

**“Requirement”** means the detailed description of the required Services to be met by the Tenderers and detailed in the Specification.

**“RFS”** means the NSW Rural Fire Service.

**“RW”** means rotary wing Aircraft or helicopter.

**“RFT”** means this Request for Tender.

**“Service Period”** means the period of time, as defined in the Contract at Part B, during which the Contractor is required to provide the required Services.

**“Service or Services”** means the Services sought under this RFT as detailed in the Specification at Part B.

**“Specification”** means the detailed description of the required Services contained in Part B.

**“Standing Charge”** means the Price charged on each day of the Service Period including the provision of the fuel tanker and crew for use within 150 kilometres of the NOB, but not including the Operating Charge.

**“State Procurement”** means a business unit of the NSW Department of Commerce representing the Board and authorised to arrange and administer contracts on behalf of the Board.

**“Tender”** means the offer to supply the Services submitted in response to the RFT.

**“Tenderer”** means the organisation submitting a Tender in accordance with this invitation.

**“Tender Price”** means, in respect of each Item offered, the price nominated in the Price Schedule for that Item.

**“Type”** means the Type of Aircraft specified in the NAFC Standards PR001 and PR002 dated 06 December 2004 attached at Annexure 2 to Schedule 4, Part B.

## **2. OUTLINE DESCRIPTION OF THE REQUIREMENT**

### **2.1 Invitation**

- 2.1.1 The Board, on behalf of the Commissioner of the NSW Rural Fire Service, invites you to submit a Tender for the provision of aerial firefighting Services as detailed in the Specification provided in the Contract at Part B.
- 2.1.2 This is an open tender process. Prospective Tenderers are strongly advised to study and note very carefully the requirements of this Request For Tender document, particularly the Contract at Part B.
- 2.1.3 It is not intended by the issue of this RFT that the Board or the NSW Rural Fire Service be bound to proceed with the acquisition of aerial firefighting Services.

### **2.2 Background Information**

- 2.2.1 NSW Rural Fire Service is the lead agency in NSW for the combating of fires in rural areas. The NSW Rural Fire Service works closely with a number of other Agencies in NSW for the combating of fires and other emergency incidents. Contracts made pursuant to this RFT for the supply of aerial firefighting Services may be utilised by the RFS and the other Agencies.

- 2.2.2 NSW Rural Fire Service arranges contracts at three levels i.e. federal contracts arranged through the NAFC, NSW Government contracts through the State Contracts Control Board and a large number of call-when-needed contracts for the ad hoc hire of aerial firefighting services. The Contract(s) to be awarded pursuant to this RFT fall within the second category i.e. through the State Contracts Control Board.

### **2.3 Services Required**

- 2.3.1 The Services required include the provision of twin-engined helicopters and fixed wing fire bombers as detailed in the Specification in Part B.
- 2.3.2 Tenderers should note that not all Services covered by this RFT will necessarily be proceeded with. This will be determined by the suitability and value for money of the Items, the total of tendered Prices and available funds.
- 2.3.3 The Services required include:
- (a) responding to fire and emergency incidents or other associated operations as required by the RFS or Agencies to carry out firebombing and other work to the specified standards;
  - (b) ensuring that the preparedness to respond is maintained throughout the required period;
  - (c) at specified times, standing-by and maintaining readiness to respond to incidents; and
  - (d) participation in training.
- 2.3.4 All Services require Aircraft that are not only maintained to regulatory requirements but additionally have crews, supported and managed by a highly professional, skilled and motivated Contractor.
- 2.3.5 The Services are required to be provided during Service Periods that coincide with the annual fire season for the next seven years i.e. 2006/2007 to 2012/2013. There may be additional Service Periods at other times each year which will be agreed between the parties.
- 2.3.6 It is intended that a minimum Service Period will occur during each year of the Contract period. The commencement date of the Service Period will be notified to the Contractor at a specified time in advance (Notice Period).
- 2.3.7 During each Service Period, the contracted Aircraft will be based at the specified location (Nominated Operational Base or NOB). The Contractor shall be responsible for providing all facilities required to support the Aircraft and pilot(s) at the NOB.
- 2.3.8 During any Service Period the Contractor is required to maintain a level of preparedness that allows the Aircraft, crew and logistics support to be ready and able to commence operations during daylight hours at the Nominated Operational Base of the Aircraft, or at another location nominated by the RFS, within the time specified.
- 2.3.9 The Principal would prefer contractors who are able to supply Aircraft for other tasks at reasonable notice outside of a Service Period and will therefore favour Tenderers that offer Aircraft that can be based in Australia sufficiently to permit this during the year.
- 2.3.10 Tenderers are encouraged to provide details of additional or optional services offered.

## **2.4 Aircraft Type**

- 2.4.1 A higher standard Aircraft Type than that specified may be offered for an Item. However, Tenders will be evaluated according to the Type detailed in the Specification.

## **2.5 Delivery Systems**

- 2.5.1 Firebombing delivery systems on tendered Aircraft must:
- (a) have received or be capable of receiving approval (provisional or full) from the RFS and in accordance with NAFC standards; and
  - (b) meet the other requirements of the Contract.
- 2.5.2 Tenders must include all relevant information that demonstrates how any proposed Aircraft and firebombing delivery system meets the requirements of the Agencies and NAFC standards.

## **2.6 Compliance with NSW Call-When-Needed Requirements**

- 2.6.1 In addition to meeting the requirements of this RFT including the Contract, the successful Tenderer(s) will be required to comply with NSW Call-When-Needed requirements.

## **2.7 Passenger Transport and Tactical Operations**

- 2.7.1 Tenders for Items that require the provision of passenger carriage must provide a Passenger Carrying Capability Number (PCC) as defined in NAFC Standard PR003 dated 06 December 2004 attached at Annexure 2 to Schedule 4, Part B. This number is to be modified if necessary, in accordance with the minimum performance requirements of the Contract at Part B.

## **2.8 Specialist Operations – Winching**

- 2.8.1 Tenderers should note that the Rotary Wing Service require the provision of a winching capability. Winching capability is primarily for delivery of firefighters for rapid first attack on incipient fires in remote or inaccessible areas and their subsequent extraction.
- 2.8.2 Winching will only be conducted from twin engine helicopters. The performance of the helicopter, including range, payload and performance in engine failure situations will be considered in the evaluation of this Item. The Tenderer will be required to provide comprehensive performance evidence including copies of the performance sections of the associated flight manual/pilot notes and applicable procedures or limitations included in the operations manual.
- 2.8.3 Pilots and crew (winch operators) must meet minimum requirements in terms of training and experience in accordance with RFS standards.
- 2.8.4 Tenderers offering winching capability must provide with their Tender:
- (a) detailed helicopter performance specifications in winching configuration;
  - (b) detailed specifications of the proposed winch, including make, model and age;
  - (c) a suitably detailed supplement to their operations manual with CASA approval;
  - (d) detailed procedures of their check and training system for pilots and winch operators; and
  - (e) details of the levels and schedule of maintenance for the winch and associated equipment.



- 2.8.5 The preferred Tenderer will be required to participate in a specific audit of their winning capability prior to Contract execution.

## **2.9 Fuel**

- 2.9.1 All Tenders shall be on a “Wet Hire” basis. “Wet Hire” means that (except where noted otherwise) the Contractor is responsible for provision of fuel and fuelling facilities and infrastructure according to the provisions of the Contract. Note that this essentially requires that the Contractor be self contained and self sufficient in the provision of fuel in most circumstances.
- 2.9.2 Costs associated with the provision of fuel to the Specification must be included in the Tender Price (for example, if meeting the Specification requires a Contractor to provide a fuel tanker, then the costs associated with supplying and operating the tanker must be built in to the daily standing and hourly operating charges for the Item). Note that there is provision for the Contractor's extra costs in the provision of fuel to be covered when this is required more than 150km from the NOB or for operations beyond 10 hours per day. Tenders must clearly set out how it is proposed to meet the fuelling requirements of the Contract.
- 2.9.3 Optional prices may be offered if desired for the provision of additional fuelling capability outside the requirements of the Specification.
- 2.9.4 Certain Items require a “Dry Hire” Price to also be tendered. “Dry Hire” means that the Principal or Agencies engaging the Service is generally responsible for the provision of fuel and fuelling facilities. In the case of these services the RFS may elect to engage the Item on a Wet Hire or Dry Hire basis.

## **2.10 Nominated Operational Bases**

- 2.10.1 The Nominated Operational Base for each Item is provided in the Specification. Tenderers may offer an alternative NOB in the general area of the specified NOB (for example if the operator had a facility in the general area and was therefore able to offer savings by being based at a different location).
- 2.10.2 The Principal may require Contractors to temporarily base contracted Aircraft at any location in NSW; or to establish a NOB at a different location from that originally specified. These decisions will be based on regular assessment and re-assessment of the prevailing fire conditions. Where re-location is required, the principle is that RFS or the Agency would meet the Contractor's actual agreed reasonable out-of-pocket costs i.e. costs incurred above those that apply to being based at the original NOB.

## **2.11 Notice Periods**

- 2.11.1 For all Items the minimum period of time required to advise the Contractor of the commencement date for any Service Period (the “Notice Period”) has been provided in Annexure 3 to Schedule 4, Part B. It should be noted that the specified Notice Period varies between Items.
- 2.11.2 Tenderers are encouraged to offer shorter Notice Periods than specified. Shorter Notice Periods are strongly preferred and will be weighted accordingly in the evaluation.

## **2.12 Tender Process**

- 2.12.1 The Board is responsible for the conduct of the tender process, assisted by State Procurement.

### **3. SUMMARY INFORMATION FOR TENDERERS**

#### **3.1 Structure of Request for Tender**

- 3.1.1 This RFT is made up of Parts A to C. If submitting a Tender, retain Parts A and B. The completed Part C forms the Tender.
- 3.1.2 Part C must be submitted in accordance with the instructions in this Part A.

#### **3.2 Contact Officer**

- 3.2.1 Refer requests for information or advice regarding this RFT to:

For Tender or Contractual Enquiries

Name: Mark Van Epen  
Phone: (02) 9372 7530  
Fax: (02) 9372 7799  
Email: [mark.vanepen@commerce.nsw.gov.au](mailto:mark.vanepen@commerce.nsw.gov.au)

For Technical Enquiries

Name: Tony Griffiths  
Phone: (02) 8741 5239  
Fax: (02) 8741 5400  
Email: [tony.griffiths@rfs.nsw.gov.au](mailto:tony.griffiths@rfs.nsw.gov.au)

- 3.2.2 Any information given to a Tenderer to clarify any aspect of this RFT will also be given to all other Tenderers if in the Board's opinion the information would unfairly favour the inquiring Tenderer.

#### **3.3 Nature of Contract**

- 3.3.1 The Requirement is to be met by a Contract between the Principal and the successful Tenderer on the terms and conditions of Part B. In Part C Tenderers are required to state whether their Tender complies with the conditions of the Contract. Tenderers should note that their statement of compliance will be final and any conditions of the Contract agreed to will not be further negotiated should they be successful.
- 3.3.2 The Contract will be for a term of 7 years.

#### **3.4 Eligibility to Tender**

- 3.4.1 Tenders must be submitted by a legal entity or, if a joint Tender, by legal entities, with the capacity to Contract. The Principal will only Contract with the relevant legal entity or entities.
- 3.4.2 The Board may ask a Tenderer to provide evidence of its legal status or capacity to contract. If Tenders from trustees are permitted this may include a copy of the relevant trust deed. Any evidence requested is to be provided within 3 working days of the request.
- 3.4.3 The Board may submit any financial information provided by the Tenderer for independent financial assessment of the Tenderer's business. The Board reserves the right to make acceptance of any Tender conditional upon the Tenderer entering into a bank or parent company guarantee, or an unconditional performance bond in a form satisfactory to the Board.
- 3.4.4 The Board reserves the right to reject any Tender if it judges the Tenderer not to have appropriate financial assets or standing.

- 3.4.5 The Board will not enter into a Contract with an organisation that does not have an Australian Business Number and is not registered for GST. Normally, Tenderers must be registered for GST and state their ABN in their Tender.
- 3.4.6 Tenders from organisations that do not have an ABN and/or are not registered for GST, such as Tenderers commencing business in Australia, may be considered at the Board's discretion if the Tenderer demonstrates that it will obtain an ABN and GST registration before entering into a Contract with the Principal. Such Tenderers must state how and when they intend to obtain an ABN and register for GST in their Tender.
- 3.4.7 Tenderers may submit offers for any Items. Tenders submitted for part of an Item will not be considered. Tenderers may offer one or more Aircraft for an Item. The Board reserves the right to appoint more than one Contractor for an Item.

#### **4. PREPARATION OF TENDER - GENERAL**

##### **4.1 Conformity of Tenders**

- 4.1.1 The Board seeks Conforming Tenders.
- 4.1.2 Tenders that do not include a fully completed Part C, in particular those Tenders which do not contain sufficient information to permit a proper evaluation to be conducted, or, in the case of electronic Tenders, which cannot be effectively evaluated because the file has become corrupt, may be excluded from the tender process without further consideration at the Board's discretion.
- 4.1.3 The Board will consider Alternative Tenders, provided the Alternative Tender meets the scope and functional intent expressed in the RFT. Where such Alternative Tender is proposed, a detailed description of the alternative must be submitted, stating clearly the manner in which it does not conform to the requirements of the RFT.
- 4.1.4 The Board may assess an Alternative Tender against the selection criteria.
- 4.1.5 An Alternative Tender must be clearly marked "Alternative Tender".
- 4.1.6 The Board expressly reserves the right to accept, in its discretion, either or both of the following:
- (a) Any Alternative Tender or part of an Alternative Tender, which meets the scope and functional intent expressed in the RFT, and
  - (b) Any other Non-Conforming Tender or part of a Non-Conforming Tender that, in the Board's opinion, is substantially a Conforming Tender.

##### **4.2 General Instructions for Completion of Tenders**

- 4.2.1 Prices, responses and other information provided in the Tender are to be in writing and in English.
- 4.2.2 Tenderers must initial and date any alterations to, and deletions from, a hard copy Tender.
- 4.2.3 Tenderers must complete all of Part C of this RFT, as directed, or the Tender will not be a Conforming Tender, as set out in clause 4.1 above.
- 4.2.4 Tenderers should notify the Contact Officer in writing prior to the Closing Date and Time if they find any discrepancy, error or omission in this RFT.
- 4.2.5 A Tenderer must satisfy itself that the Tender, including the Tender Price, is correct and that it is financially and practically viable for it to enter into and perform the proposed Contract.

### **4.3 Addenda to this RFT Before Close of Tenders**

- 4.3.1 A Tenderer may ask the Contact Officer for clarification of anything in the RFT before the Closing Date and Time. The Board may issue any instruction resulting from such request in writing to all Tenderers in the form of an Addendum.
- 4.3.2 If for any other reason the Board requires the RFT to be amended an Addendum will be issued.
- 4.3.3 In each case, an Addendum becomes part of the RFT.
- 4.3.4 It is the obligation of the Tenderer to verify if any addenda were issued prior to closing date, even if a Tender has already been submitted. They must obtain a copy of all addenda and confirm in Part C that all addenda have been obtained and taken into consideration.

### **4.4 Pre-Tender Briefing**

- 4.4.1 A pre-tender briefing will be held at the NSW Rural Fire Service premises at 15 Carter Street, Homebush on Tuesday 16 May 2006 at 10.30 a.m.
- 4.4.2 The briefing will discuss all aspects of this RFT. It is highly desirable that prospective Tenderers attend the briefing in order that they fully acquaint themselves with the tender requirements. It is also expected that all Tenderers will have thoroughly read this document prior to the briefing.
- 4.4.3 Tenderers should notify Mark Van Epen by telephone (02) 9372 7530, facsimile (02) 9372 7799 or email mark.vanepen@commerce.nsw.gov.au by no later than 4.00 p.m. on Monday 15 May 2006 of their intention to attend.

## **5. PREPARATION OF TENDER - PRICE SCHEDULE**

### **5.1 Price Schedule**

- 5.1.1 Tenderers must complete the Price Schedule at Part C1.

### **5.2 Calculating the Tender Price**

- 5.2.1 The Tender Price must:
  - (a) be in Australian dollars;
  - (b) cover all costs of performing the Contract;
  - (c) include Goods and Services Tax if it is payable and all other applicable taxes, duties and charges at the rates applicable at the Closing Date and Time for Tenders; and
  - (d) include all costs associated with the preparation and submission of the Tender.
- 5.2.2 All pricing must be offered on the basis of daily Standing Charges plus hourly Operating Charges. The Standing Charge shall be an amount per day for the Contractor to provide the Services during the Service Period. The Operating Charge shall be an amount per hour that an Aircraft is required to fly. If desired you may include a certain number of daily operating hours in the Standing Charge (for example "first hour per day free", or similar provisions.) Please note that mobilisation and demobilisation charges, and ferry costs, must be amortised within the Standing Charges.
- 5.2.3 You are strongly encouraged to offer discounted prices for extensions to the minimum Service Periods (e.g. if the minimum Service Period is 12 weeks, then the daily Standing Charge for any days that the Service is required in excess of 12 weeks would be reduced) or any other situation that might attract a discount.

5.2.4 All Items must be tendered on the basis of "Wet Hire". Note that for most Items this requires the provision of self contained and self sufficient fuelling services. Please note carefully the requirements for fuelling arrangements. Note that some Items also require the tendering of a "Dry Hire" Price.

5.2.5 Tenderers are also encouraged to offer appropriate settlement discounts.

### **5.3 Price Basis**

5.3.1 Price basis conditions are outlined in clause 4 of Schedule 3, Part B.

### **5.4 GST Free or Input Taxed Supplies**

5.4.1 Tenderers must identify and state the value of any GST Free or Input Taxed Supplies to be made under the Contract.

### **5.5 Minimum Tender Validity Period**

5.5.1 Tenders must remain open for acceptance for a period of at least six (6) months from the Closing Date and Time for Tenders. Tenderers must state in Part C if their Tenders will remain open for any longer period.

## **6. PREPARATION OF TENDER – POLICY REQUIREMENTS**

### **6.1 Procurement Policy – Introduction**

6.1.1 Tenderers should read the main policy document listed below. Other relevant policies and particular policy objectives to be implemented through this procurement are drawn to Tenderers' attention in this cl.6. Their requirements are reflected in the selection criteria listed in cl.8.2 and in the responses required from Tenderers in Part C.

NSW Government Procurement: Policy

<http://www.treasury.nsw.gov.au/pubs/tpp2004/tpp04-1.pdf>

### **6.2 Code of Practice for Procurement**

6.2.1 Tenderers must comply with the NSW Government Code of Practice for Procurement, which is available at:

[http://www.treasury.nsw.gov.au/procurement/pdf/code\\_of\\_prac-curr.pdf](http://www.treasury.nsw.gov.au/procurement/pdf/code_of_prac-curr.pdf)

6.2.2 Lodgement of a Tender will itself be an acknowledgement and representation by the Tenderer that it is aware of the requirements of the Code, that the Tenderer will comply with the Code and that the Tenderer agrees to provide periodic evidence of compliance with the Code and access to all relevant information to demonstrate compliance for the duration of any agreement that may be awarded.

6.2.3 If a Tenderer has failed to comply with the Code, this failure will be taken into account by the Board when considering its Tender or any subsequent tender and may result in this or any subsequent tender being passed over without prejudice to any other rights or action or remedies available to the Board.

### **6.3 Occupational Health Safety & Rehabilitation**

6.3.1 Tenderers must comply with the following OHS&R requirements in the performance of any Contract awarded:

- (a) The Occupational Health and Safety Act 2000 (NSW) and any regulation made under this Act, including the OHS Regulation 2001, and

- (b) Codes of Practice, approved and issued pursuant to the above Act and or regulations made under the Act.

6.3.2 Tenderers must ensure that its sub-contractors will comply with the OHS&R requirements listed in clause 6.3.1 in the performance of any Contract awarded.

6.3.3 Tenderers must indicate compliance with OHS&R requirements in Part C.

#### **6.4 Competitive Neutrality**

6.4.1 In this RFT, a reference to “Government Businesses” means in general, entities which: a) have some form of public sector ownership; b) are engaged in trading goods and/or services; c) have a large measure of self sufficiency; and d) are subject to executive control. In this context, the term Government Business includes Public Trading Enterprises, State Owned Corporations and General Government Businesses.

6.4.2 The objective of NSW Government Policy on the application of competitive neutrality is to ensure that Government Businesses, whether they are Commonwealth, State or Local, do not have any net advantage over their competitors as a result of their public sector ownership. It requires that comparisons between public and private sector bids be made on a similar basis. It means, amongst other things, that in-house bids should reflect adjustments that offset the effects of taxation exemptions, where it is feasible to do so, and be accurately costed.

6.4.3 A Tenderer who is a Government Business is referred to the NSW Government Policy Statement on the Application of Competitive Neutrality, January 2002, available from the Cabinet Office at Level 37, Governor Macquarie Tower, 1 Farrer Place, Sydney 2000.

6.4.4 The principal or other appropriate senior officer of a Tenderer who constitutes a Government Business is required to affirm, in Part C, that the Tenderer complies with this policy.

### **7. SUBMISSION OF TENDERS**

#### **7.1 General Instructions for Submission of Tenders**

7.1.1 A Tender must be received by the Closing Date and Time.

7.1.2 A Tender may be submitted by any of the following methods:

- (a) by delivery into the Tender Box:

- (1) It must be marked:

Tender Box  
NSW Department of Commerce  
Level 3, McKell Building (Ground Floor)  
2-24 Rawson Place  
Sydney, NSW 2000

- (2) If delivery personnel require a signature as evidence of delivery the Tender must be delivered between 8:30 am and 4:30 pm, Mondays to Fridays (except public holidays);

- (b) by post, addressed to

Tender Box  
NSW Department of Commerce  
Level 3, McKell Building (Ground Floor)  
2-24 Rawson Place  
Sydney, NSW 2000;

- (c) by facsimile to (02) 9372 8974;
  - (d) by electronic lodgement through the NSW Department of Commerce eTendering website at <https://tenders.nsw.gov.au/commerce/>
- 7.1.3 A Tenderer must not change pre-existing text in the RFT other than to insert the required information.
- 7.1.4 If a Tenderer intends to submit electronically through the NSW Department of Commerce eTendering website, the Tenderer must follow the instructions contained in the “Tenderer’s Guide to Using eTenders” and “How to Lodge a Response” found in the downloadable version of the RFT at <https://tenders.nsw.gov.au/commerce/>.
- 7.1.5 If a Tenderer intends to submit electronically through the NSW Department of Commerce eTendering website or by facsimile, the following must be considered:
- (a) The facsimile machine and NSW Department of Commerce eTendering website are at peak use on the morning when Tenders close.
    - 1) Due to the limitations of these means of communication it may take longer to lodge a Tender near Closing Date and Time than at other times.
    - 2) When lodging by facsimile or through the NSW Department of Commerce eTendering website, it is recommended that a Tender be lodged well in advance of the Closing Date and Time.
    - 3) A Tenderer must determine whether lodgement of a Tender by facsimile or through the NSW Department of Commerce eTendering website is appropriate.
  - (b) The facsimile machine and the NSW Department of Commerce eTendering website may experience difficulties in accepting a large Tender. A tender lodged via the NSW Department of Commerce eTendering website should ideally be below 7 megabytes (MB) in total file size. Responses totalling more than 7MB may experience difficulties in lodgement. A Tenderer is referred to the instructions contained in “How to lodge a Response” found in the downloadable version of the RFT at <https://tenders.nsw.gov.au/commerce/>, as to compressing electronically submitted Tenders.
    - 1) In order to comply with the above paragraph, an electronic Tender may be supported by documents in hard copy or on CD-ROM.
    - 2) Supporting documents, to be submitted in hard copy or on CD-ROM, may be specified as requirement throughout the RFT. Supporting documents may include, but are not limited to, statutory declarations, certificates, and company brochures.
    - 3) If submitting an electronic Tender with supporting documents:
      - (a) The complete Tender, including the supporting documents, must be submitted by Closing Date and Time, and
      - (b) Supporting documents should be clearly designated as “Supporting Documents to RFT 0501667.
- 7.1.6 A Tenderer is strongly encouraged, although not required, to lodge its Tender electronically through the Department of Commerce eTendering website. A Tender submitted electronically will be treated in accordance with the Electronic Transactions Act 2000 (NSW), and given no lesser level of confidentiality, probity and attention than Tenders lodged by other means.

- 7.1.7 A Tenderer, by electronically lodging a Tender, is taken to have accepted conditions shown on the Department of Commerce eTendering website.
- 7.1.8 An electronically lodged Tender must be lodged in a file format which can be read, formatted, displayed and printed by Microsoft Word 97, or any format required by the RFT. Any CAD files submitted with an electronically lodged Tender must be in DWF, DWG or DXF format. A Tenderer must ensure that any CAD files submitted will correctly display and print in Microstation Version 4.
- 7.1.9 Signatures are not required for a Tender submitted to the Department of Commerce eTendering website. A Tenderer, however, must ensure that an electronically lodged Tender is authorised by the person or persons who may do so on behalf of the Tenderer and appropriately identify the person and indicate the person's approval of the information communicated.
- 7.1.10 If a Tenderer experiences any persistent difficulty with the Department of Commerce eTendering website in submitting a Tender or otherwise, it is encouraged to advise the Tenders Section on telephone (02) 9372 8900, and to note there are usually alternative Tender lodgement methods described in the RFT.

## **7.2 Late Tenders**

- 7.2.1 Late Tenders will not be considered except when the Board is satisfied that the integrity and competitiveness of the tendering process will not be compromised.

## **7.3 Extension of the Closing Date and Time**

- 7.3.1 The Board may, in its discretion, extend the Closing Date and Time.

# **8. EVALUATION OF TENDERS**

## **8.1 General**

- 8.1.1 Tenders will be assessed against the selection criteria listed in clause 8.2, which are not necessarily exhaustive, in order of significance or to be given equal weight.
- 8.1.2 The selection criteria for this Request for Tender that do not relate to price will account for 60% of the total evaluation score. The selection criteria for this Request for Tender that relate to price will account for 40% of the total evaluation score.
- 8.1.3 Information supplied by the Tenderer in Part C will contribute to the assessment against each criterion. Tenderers are advised to respond clearly to all the selection criteria listed in this RFT.
- 8.1.4 As part of the evaluation process, Tenderers may be called upon at their own expense to make a presentation of their proposal to the evaluation committee.
- 8.1.5 Tenderers agree that their premises and facilities may be inspected during the Tender evaluation phase. Reasonable notice will be provided to Tenderers of any proposed inspection. Inspections will be carried out between the hours of 9:00 am to 5:00 pm Monday to Friday.
- 8.1.6 Tenderers accept that at any stage during the evaluation process they may be subjected to audit by the evaluation committee or approved bodies acting on behalf of the committee. Failure to submit for audit may eliminate Tenderers from further consideration.



- 8.1.7 Tenderers accept that the Board may request a comprehensive accident and incident report spanning several years together with details of preventative and remedial actions taken by the Tenderer. Any such report must embrace complete organisations and not simply single business entities. Higher ranked tenderers are likely to be required to provide such a report. Failure to comply with such a request may result in the Tender being declared informal and rejected.
- 8.1.8 At the Board's discretion any omitted detail or variation and/or qualification of any requirement may be either evaluated and/or scored in accordance with the Tenderers statement (or lack thereof) or clarified by the Board as to the intention of the Tenderer.

## **8.2 Selection Criteria**

- (a) Competence, capability and capacity of the Tenderer to perform the required service, based on information in the Tender and on past performance in the industry, or the performance of contracts of a similar nature to that described, and including referee reports, if required.
- (b) Safety, Risk Management and Quality Management practices of the Tenderer.
- (c) Capacity and ability of the Tenderer to provide appropriate personnel, management structure and business acumen needed to perform the Services.
- (d) Overall quality of Aircraft and key systems, including but not limited to firebombing delivery, communications and winching (if applicable).
- (e) Adequacy and suitability of the proposed arrangements to supply the Services, including implementation plan, equipment, maintenance, spares inventory, fuel and training services.
- (f) Degree of compliance with the specification at Part B.
- (g) Benefits of optional services offered.
- (h) Degree of compliance with the contractual conditions at Part B.
- (i) Commercial viability and financial risk rating.
- (j) Compliance with NSW Government procurement policy.
- (k) Cost of the Services.

## **8.3 Variation of Tenders**

- 8.3.1 At any time before the Board accepts any Tender received in response to this RFT, a Tenderer may vary its Tender:
- (a) by providing the Board with further information by way of explanation or clarification ("provide an explanation");
  - (b) by correcting a mistake or anomaly ("correct a mistake"); or
  - (c) by documenting agreed changes to the Tender negotiated under this Part A.

8.3.2 Such a variation may be made either:

- (a) at the request of the Board, or
  - (b) with the consent of the Board at the request of the Tenderer,
- but only if,
- (c) in the case of variation requested by the Tenderer to provide an explanation or correct a mistake, it appears to the Board reasonable in the circumstances to allow the Tenderer to provide the explanation or correct the mistake or anomaly, or
  - (d) in the case of variation to document agreed changes, the Board has confirmed that the draft documented changes reflect what has been agreed.

8.3.3 If a Tender is varied to provide an explanation or correct a mistake, the Board will provide all other Tenderers whose Tenders have similar characteristics with the opportunity of varying their Tenders in a similar way.

8.3.4 A variation of a Tender will not be permitted if in the Board's view:

- (a) it would substantially alter the original Tender; or
- (b) in the case of variation to provide an explanation or correct a mistake, it would result in the revising or expanding of a Tender in a way which would give a Tenderer an unfair advantage over other Tenderers.

#### **8.4 Exchange of Information Between Government Agencies**

8.4.1 By tendering for this Contract, the Tenderer authorises the Board to collect, or exchange with other public bodies, information and opinions about the Tenderer's performance or financial position (that may identify the Tenderer by name) for any purpose related to the performance by the Tenderer of NSW public sector contracts. In particular, any such information and opinions about the Tenderer may be used in considering whether to offer the Tenderer opportunities for NSW public sector work.

8.4.2 The Tenderer agrees that it will make no claim against the State, the Board, the Principal, or any other NSW Agency in respect of information or opinions about the Tenderer collected, exchanged and used for the above stated purposes. The Tenderer may have rights under the Freedom of Information Act 1989 to access, and to require the correction of, information held by certain agencies.

8.4.3 The Tenderer agrees that information which may be collected, exchanged and used in accordance with this provision includes "personal information" about the Tenderer for the purposes of the Privacy and Personal Information Protection Act 1998. Lodgement of a Tender will be an authorisation by the Tenderer to the Board to collect such information from third parties in accordance with this clause.

#### **8.5 Corrupt or Unethical Conduct**

8.5.1 If a Tenderer, or any of its officers, employees, agents or sub-Contractors is found to have:

- (a) offered any inducement or reward to any public servant or employee, agent or sub-contractor of the Board, the Client Agency, or the NSW Government in connection with this RFT or the submitted Tender,
- (b) engaged in corrupt conduct within the meaning of the *Independent Commission Against Corruption Act 1988*, or

- (c) a record (including through an agency report) of unethical behaviour,
- this may result in the Tender not receiving further consideration.

- 8.5.2 The Board is under no obligation to do so, but may in its discretion invite a relevant Tenderer to provide written comments within a specified time before the Board excludes the Tenderer on this basis.

## **9. OUTCOMES**

### **9.1 Negotiations Before Determination of Outcome**

- 9.1.1 Before making any determination as to acceptance or rejection of Tenders the Board may, at its discretion, elect to negotiate with preferred Tenderers or a preferred Tenderer, including those who have submitted Alternative Tenders or who have submitted substantially Conforming Tenders, to mutually improve outcomes.
- 9.1.2 The Board will generally not enter into negotiations on the standard conditions of Contract contained in Part B.

### **9.2 Acceptance or Rejection of Tenders**

- 9.2.1 The Board may accept all or any part or parts of any Tender or Tenders, including, in accordance with this Part A, any Alternative Tender or other Non-Conforming Tender.
- 9.2.2 The Board is not bound to accept the lowest or any Tender.
- 9.2.3 If the Board rejects all the Tenders received it may:
- (a) invite fresh Tenders based on the same or different criteria (specifications and details contained in Alternative Tenders will not be used as the basis for the calling of new Tenders), or
  - (b) conduct post tender negotiations in accordance with this Part A.
- 9.2.4 The Board will accept a Tender by letter of acceptance or by execution of a formal Contract, at the Board's discretion. No Tender may be orally accepted.

### **9.3 Discontinuance of the Tender Process**

- 9.3.1 The Board reserves the right to discontinue the tender process at any point, without making a determination regarding acceptance or rejection of Tenders.
- 9.3.2 The Board will not be liable for any losses suffered by a Tenderer as a result of discontinuance of the tender process, whether costs of tendering or otherwise.

### **9.4 Post Tender Negotiations in the Event all Tenders Are Unacceptable**

- 9.4.1 If there are no acceptable Tenders the Board may negotiate with the Tenderers which are closest to conforming with the tender requirements and provide best value for money.

## **9.5 Complaints**

- 9.5.1 It is the NSW Government's objective to ensure that industry is given every opportunity to win Government Contracts. Should any entity feel that it has been unfairly excluded from tendering or unfairly disadvantaged by the Conditions in Part B or the Requirement, it is invited to write to:

Chairman, State Contracts Control Board  
Level 22, McKell Building  
2-24 Rawson Place  
SYDNEY NSW 2000

## **9.6 Disclosure of Information Concerning Successful and Unsuccessful Tenders**

- 9.6.1 In accordance with NSW Government Policy, the Board may publish information relating to the contracts awarded under the RFT, including the identity of the successful Tenderer, the price payable by the agency and the significant selection criteria used in Tender assessment plus their weightings.
- 9.6.2 Unless the successful Tenderer agrees or release is legally required, the Board will not disclose the successful Tenderer's financing arrangements, cost structure or profit margins, significant intellectual property or any other information that in the Board's view would put the successful Tenderer at a substantial commercial disadvantage.
- 9.6.3 A Tenderer may request that the Board not disclose particular information included in its Tender, giving reasons. The Board will consider any such request before disclosure of information under this clause, but the Board's decision is final and at its absolute discretion.
- 9.6.4 The Board may publish the identities of all Tenderers, but will not disclose other information included in an unsuccessful Tender unless the Tenderer agrees, or release is determined under the *Freedom of Information Act 1989* or is otherwise legally required.
- 9.6.5 For contracts valued over \$150,000, the Board will publish the names of Tenderers when Tenders close, and the other public information about the contract on the internet, within 90 days after award of the contract. For other contracts the Board will disclose the public information on request.

## **9.7 Ownership of Tenders**

- 9.7.1 All Tenders become the property of the Board on submission.
- 9.7.2 The Board may make copies of the Tenders for any purpose related to this RFT.



**State Procurement is a Business Unit of the NSW Department of Commerce**

**State Procurement invites this tender for and on behalf of, the  
NSW Government State Contracts Control Board**

## **PART B – CONDITIONS OF CONTRACT**

**Contract Number 0501667  
AERIAL FIREFIGHTING SERVICES FOR  
NSW RURAL FIRE SERVICE  
PERIOD: 1 September 2006 to 31 August 2013**

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## **PART B            CONDITIONS OF CONTRACT**

### **1.        NOW IT IS HEREBY AGREED AS FOLLOWS:**

1.1        The following documents which are attached hereto shall form part of this Contract and shall be read and be construed as part of this Contract viz:

- (a)        Schedule 1 which specifies general details; and
- (b)        Schedule 2 which specifies the Contract Period and the Service Periods and the training periods in this Contract;
- (c)        Schedule 3 which specifies the Contract Prices payable to the Contractor for performance of Services stipulated in this Contract;
- (d)        Schedule 4 which specifies details of the Services to be provided including the Aircraft to be used and the location at which the Aircraft is based;
- (e)        Schedule 5 which is the invoicing requirements; and
- (f)        Schedule 6 which sets out certain policies of the RFS to which the Contractor must adhere.

1.2        The Contractor shall perform the Services in this Contract in accordance with the terms and conditions herein contained or implied and on the part of the Contractor to be observed or performed for the whole of the Contract Period, unless earlier determined.

### **1.3        Conditions Precedent**

#### **1.3.1      Commencement of Obligations**

This Contract (other than this clause 1.3) does not commence unless and until each of the conditions set out in clause 1.3.2 has been satisfied or waived in accordance with clause 1.3.3.

#### **1.3.2      Conditions Precedent**

The conditions referred to in clause 1.3.1 are:

- (a)        the Contractor has received an executed Purchase Order from the RFS;
- (b)        RFS has received from the Contractor the performance bond required under clause 5.13; and
- (c)        RFS has received from the Contractor certified copies of any agreement made between the Contractor and the owner and operator of any Aircraft that the Contractor will use to provide the Services required by this Contract. Copies of agreements need not include confidential details but must be sufficient to satisfy RFS that appropriate, reliable arrangements are in place to deliver the required Services.

### 1.3.3 Satisfaction of Conditions Precedent

- (a) Where a condition referred to in clause 1.3.2 has been met to the satisfaction of RFS the Contractor will be notified.
- (b) The satisfaction of a condition referred to in clause 1.3.2 can only be waived by RFS by written notice to the Contractor from RFS.

### 1.3.4 Conditions Precedent Deadline Date

- (a) Unless each of the Conditions Precedent has been satisfied or waived, pursuant to clause 1.3.2 by 2.00pm (local time) on the Conditions Precedent Deadline Date this Contract will be taken to be terminated.
- (b) At any time prior to the Conditions Precedent Deadline Date (or any extension of such date) the parties may extend such date by written agreement.

### 1.3.5 Issue of Certificate of Commencement

- (a) As soon as RFS is satisfied that each of the Conditions Precedent has been satisfied or waived in accordance with clause 1.3.3, RFS must issue to the Contractor a certificate of commencement and the date of the certificate will be the Commencement Date of the Contract.

## 2. DEFINITIONS & INTERPRETATIONS

### 2.1 Definitions

- 2.1.1 In this Contract, unless the contrary intention appears or the context requires otherwise:

**ADF** means Automatic Direction Finder;

**Aerial firefighting** means the operation of an Aircraft in support of activities conducted by the Agencies associated with the prevention and suppression of fires;

**Agencies** means NAFC or any State, Territory or Federal Government Agency or Department. In NSW this includes the State Emergency Service (SES), NSW Fire Agencies, being the NSW Rural Fire Service (RFS), the NSW Fire Brigades (NSWFB), the Department of Environment (NPWS) and the Department of Primary Industry (State Forests);

**Agency** means any one of the Agencies.

**Aircraft** means an Aircraft, Refueller and Flight Crew utilised by the Contractor to perform the Services or undertake the work stipulated in the Contract. "Aircraft" is to be read as "Aircraft and Refueller and Flight Crew and Crewpersons conforming with requirements of this Contract" except where the contrary is specified or clearly implied;

**AirServices Australia (ASA)** means the body constituted under the Civil Aviation Legislation Amendment Act 1995 and its successors in law;

**Aircraft Status Register** means the Contractor's continuous record of the availability status (as defined in clause 5.3 to the Contract) of any Aircraft supplied by the Contractor to carry out the Services required;

**Authorised Officer** means an officer authorised in writing by RFS to carry out roles and responsibilities of the Principal under this Contract;



**Civil Aviation Safety Authority (CASA)** means the body constituted under the Civil Aviation Legislation Amendment Act 1995 and its successors in law;

**Commencement Date** means the date indicated in Schedule 1 which is the date of commencement of all clauses of this Contract as determined under clause 1.3.5;

**Commence operations** means, for the purposes of this Contract, having taken on board fuel and equipment, started engines and be in a position to take off;

**Conditions Precedent Deadline Date** means the date specified in Schedule 2 to this Contract;

**Contract** means this document and includes any schedules and annexures and any Purchase Order issued by RFS to purchase Services under the Contract;

**Contract Manager** means the person nominated in Schedule 1 who is appointed by the Contractor in accordance with clause 4.8;

**Contractor** means the successful tenderer, whose details are provided in Schedule 1.

**Contract Period** means the period of time specified in clause 7.1 where the provisions of the Contract apply;

**Contract Price** means, collectively, all fees and charges payable or due to the Contractor, as specified in Schedule 3 to the Contract, for performance of Services under the Contract;

**Crewperson** means a suitably qualified person used to supervise and assist with loading or unloading personnel and equipment from the Aircraft with the engine running; or with winch and rappel operations; or when the Aircraft is operating in a confined or remote area or on unfavourable terrain or in reduced visibility. It includes the term "aircrewman/winch operator" as described within CAO 29.11;

**Crew Resource Management** means the effective utilisation of all available resources – hardware, software and human resources – to achieve safe, efficient flight operations;

**Dry Hire** means where the Contractor provides the Aircraft and Services as required by this Contract, but on the basis that RFS or an Agency provides the fuel and refuelling facilities required to operate the Aircraft;

**Electronic Means** means the electronic transfer of structured data by agreed message standards from one computer system to another, facsimile, electronic mail or other means of electronically exchanging information which forms part of a commercial or contractual transaction in place of paper documents or records;

**Execution Date** means the date that the Contract is signed by both parties as indicated in Schedule 1;

**Firebombing** means the dropping of water or foam or retardant from an Aircraft in the vicinity of a fire or simulated fire in order to assist with the suppression of the fire, as required by the Agency responsible for suppressing the fire;

**Firebombing delivery system** means the Aircraft equipment and systems used to dispense water or foam or retardant in the conduct of Firebombing operations, including but not limited to any tank or bucket, door or gate, venting and controls;

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

**Flight Operations Return (FOR)** means any document required by an Agency to record details of the daily flying and/or standby associated with an Aircraft under this Contract.

**Foam** means a blend of water and a proprietary surfactant product approved by RFS;

**Force Majeure** means any occurrence or omission as a result of which the party relying on it is prevented from or delayed in performing any of its obligations (other than a paying obligation) under this Contract and that is beyond the reasonable control of that party including forces of nature, industrial action and action or inaction by a Government Agency, an act of war (whether declared or not) or terrorism, the mobilisation of armed forces, civil commotion or riot, natural disaster or embargo, but not including an occurrence of the type to which the Contractor is expected to respond to as part of the Services;

**GPS** means Global Positioning System using signals from the Navstar constellation of satellites;

**GST** means a Goods and Services Tax, value added tax, consumption tax or tax of similar effect imposed under Federal or State legislation from time to time. At the time of execution of this Contract this is acknowledged to be 10%;

**Information** means all information, documents or data however held, stored or recorded including drawings, maps, plans, specifications, calculations, reports, models, concepts, source codes, files, computerised data, photographic recordings, audio or audio visual recordings and any other information or data available to the Contractor in carrying out the Service;

**Intellectual Property** means all copyright and neighbouring rights in relation to inventions (including patents) registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets and know how) and circuit layouts and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields;

**ISA** means the International Standard Atmosphere;

**Logistics Support** means items supporting the Service which are provided by the Contractor under this Contract. This includes but is not limited to fuelling, field maintenance, tanker support and ground crews.

**NAFC** means the National Aerial Firefighting Centre Ltd ACN 105 736 392 (the Company) or its successors in law;

**Nominated Operational Base or N.O.B.** means the base specified in Schedule 4 at which the Aircraft is based during the Service Period(s);

**Normal Home Base** means the location defined by the Contractor at which an Aircraft is normally kept when not required to perform Services under this Contract;

**Operating Charge** means the Price nominated at item 2 of Schedule 3 for flying the Aircraft;

**Operations Manual** means a manual provided by the Contractor for the use and guidance of the operations personnel of the Contractor. It shall contain such information, procedures and instructions with respect to the flight operation of all types of Aircraft operated by the Contractor as are necessary to ensure the safe conduct of flight operations. The manual is to be written in accordance with CAR 215 (2) and CASA CAAP No:215-1 (0).

**Personnel Carrying Capability (PCC)** means a number determined using the guidance contained in NAFC Standard PR-03 and in accordance with the conditions of this Contract.

**Personnel / Staff** means any person(s) employed or engaged by the Contractor to carry out any task related to the provision of the Services;

**Principal** means the NSW Rural Fire Service.

**Purchase Order** means an order signed by RFS and delivered to the Contractor, giving notice of purchase of Services under this Contract;

**Refueller** means collectively the personnel and equipment, meeting the requirements of this Contract, that are required to deliver fuel into Aircraft providing Services under this Contract;

**Resource Management Agreement** means the agreement of that title executed by RFS relating to the procurement, coordination and management of Aerial firefighting resources;

**Retardant** means a blend of water and a proprietary fire retardant product, approved by RFS, and normally containing ammonium salts, gum thickener, dye and corrosion inhibitor;

**RFS** means the NSW Rural Fire Service;

**Safety Management System** means a system which establishes the processes and procedures to effectively manage the safety functions of the Contractor and is established in accordance with CASA AC 172-01 (0): Guidelines for Preparing a Safety Management System (SMS).

**Service Period** means the period(s) of time specified in Schedule 2 to the Contract during which Services stipulated in this Contract must be provided;

**Services** means collectively all things that the Contractor is obligated to deliver to RFS according to the provisions of this Contract;

**SSR** means Secondary Surveillance Radar;

**Standing Charge** means the Prices nominated at item 1 of Schedule 3 charged for each day during the Service Period or extensions to the Service Period, including provision of the fuel tanker and crew for use within 150 kilometres of the NOB, but not including the Operating Charge;

**Tender** means the Contractor's tender response to RFT 0501667; and

**Wet Hire** means where the Contractor provides the fuel required to operate any Aircraft delivering the Services under this Contract, and the Contractor makes all arrangements and provides the necessary personnel, equipment and facilities for the delivery of the fuel into the Aircraft, and delivers the fuel into the Aircraft.

## 2.2 Interpretation

2.2.1 In this Contract, unless the contrary intention appears:

- (a) the clause headings are for convenience only and have no effect in limiting or extending the language of the provisions to which they refer;
- (b) references to any legislation or to any provision of any legislation includes any modification or re-enactment of, or any legislative provision substituted for, and all statutory instruments issued under, such legislation or such provision;
- (c) words denoting the singular include the plural and vice versa;

- (d) words denoting gender include all genders;
- (e) words denoting individuals include corporations and vice versa;
- (f) references to clauses and schedules are references to clauses and schedules of this Contract;
- (g) references to any document or agreement including this Contract include reference to such document or agreement as amended, varied, notated, replaced or supplemented from time to time;
- (h) references to any entity in this Contract or other document or agreement include its successors and permitted assigns;
- (i) the word "month" means calendar month;
- (j) the word "week" means continuous seven day period;
- (k) the word "day" means calendar day;
- (l) the word "year" means calendar year; and
- (m) a reference to "USD" means to United States dollars otherwise a reference to "\$", "A\$", "dollar" or AUD, means Australian dollars.

### **3. SERVICE SUMMARY**

- 3.1 The Contractor is required to provide to RFS or Agencies, when required, the Services specified in this Contract. The Services include but are not limited to:
- (a) providing an Aircraft, pilots, ground crew and Logistics Support for the nominated Service Period(s) each year of the Contract;
  - (b) responding the specified Aircraft, ground crew and Logistics Support to fire incidents to undertake Aerial firefighting operations or other associated operations and other activities under the direction of an Authorised Officer;
  - (c) support to other emergency or Agency general operations;
  - (d) maintaining preparedness of the Aircraft to respond;
  - (e) when required, standing by and maintaining the levels of readiness of the Aircraft specified in this Contract; and
  - (f) when required, providing the Refueller for the purpose of refuelling other aircraft operating under the direction of RFS, upon a reasonable request by RFS.
- 3.2 The principal work to be performed by the Aircraft will be:
- (a) Aerial firefighting; and
  - (b) such other services as may be reasonably required by an Agency.

- 3.3 The work:
- (a) may have to be performed in remote situations under adverse conditions;
  - (b) may have to be performed on any day during the specified period, at any time of day during the hours of daylight;
  - (c) may include the requirement for overnight servicing in the field and away from the NOB including the capability for 100 hourly servicing.
  - (d) must be performed to exacting standards;
  - (e) requires specialised equipment; and
  - (f) requires specialised Flight Crew skills.
- 3.4 RFS may require the Aircraft to:
- (a) operate from, and be temporarily based at, any suitable airfield or landing ground in Australia;
  - (b) operate in and be temporarily based in any Australian State or Territory; and
  - (c) operate from unimproved airstrips or landing areas with unsealed surfaces and which may be undulating or sloping and which may be in remote or inaccessible locations.
- 3.5 The Contractor acknowledges that RFS enters into this Contract in order to procure the Services.
- 3.6 The Contractor acknowledges and agrees that where Services are to be provided to another Agency, for the period that such Services are being provided to that Agency:
- (a) that Agency will exercise the powers, duties, discretions and authorities of the RFS in relation to such Services and will have full power and authority to act for and on behalf of the RFS and to bind the Contractor in relation to such Services;
  - (b) that Agency may nominate in writing an Authorised Officer to act as the representative of the RFS for the purpose of dealings with the Contractor relating to such Services; and
  - (c) RFS may communicate with that Agency in relation to such Services.
- 3.7 The powers, duties, discretions and authorities conferred on RFS under clause 3.6 do not prevent RFS from exercising those powers, duties, discretions and authorities.

## **4. SERVICE REQUIREMENTS**

### **4.1 General**

- 4.1.1 During the Service Periods specified in Schedule 2 to the Contract and when required by RFS, the Contractor shall ensure that:
- (a) the Aircraft and Logistics Support are located at the Nominated Operational Base (specified in Schedule 4) fully meeting the requirements detailed in this Contract;
  - (b) the Contractor's Logistics Support including field maintenance capability is available for deployment;

- (c) all facilities required to support the Aircraft, Flight and ground crew at the Nominated Operational Base are provided, including but not limited to communications, security, crew and office accommodation, and maintenance facilities;
  - (d) the facilities are to carry identifying signage including the corporate identification of the RFS and in accordance with an agreed design;
  - (e) facilities will be selected and maintained to a standard acceptable to the RFS; and
  - (f) at the Nominated Operational Base office facilities must include, as a minimum, two dedicated phone lines, one facsimile, broadband access to the Internet including email, adequate air conditioning, crew rest areas, necessary maps and RFS specific information.
- 4.1.2 During any Service Period RFS may require that the Contractor to make available at no cost to RFS at the Nominated Operational Base any Aircraft and Logistics Support capability that the Contractor may use to carry out the Services, for inspection for Contract compliance and/or evaluation by Authorised Officers.
- 4.1.3 RFS may require that the Aircraft fly for up to 60 minutes at no cost to RFS, to confirm compliance with the requirements of the Contract.
- 4.1.4 At the commencement of any Service Period, the Contractor shall be required to demonstrate the following with regard to Aircraft that the Contractor may use to carry out the Services:
- (a) at least 200 hours of operation remain before a required engine and/or gearbox overhaul, or at least 50 hours remain and a suitable replacement engine and/or gearbox are physically present;
  - (b) a major inspection, if appropriate under the maintenance system employed, does not fall due during the Service Period unless the Contractor has an approved alternative aircraft available;
  - (c) at least 100 hours of operation remain before the next scheduled 100 hourly service, or equivalent, or demonstrate that the next scheduled 100 hourly service will not compromise in any way the ability of the Aircraft to meet the availability provisions of the Contract unless the Contractor has an approved alternative aircraft available;
  - (d) any planned requirement for maintenance which may otherwise result in the Aircraft being not available for a period exceeding two days (including mandatory inspections, airworthiness directive compliance, etc.) during the Service Period has been carried out or exempted;
  - (e) the ability to successfully undertake maintenance at the Nominated Operational Base to the legislative requirements of the country of registration; and
  - (f) the ability to conduct field maintenance to include 100 hourly servicing.
- 4.1.5 During any Service Period the Contractor shall ensure that at any time during daylight hours the Aircraft is airborne and proceeding to provide the Services required within a maximum of fifteen minutes of receiving notification from an Authorised Officer or within such greater period as may be agreed by the Authorised Officer.

4.1.6 Nothing in clause 4.1.5 is to be taken to mean that planning by the operating crew should be curtailed in the interests of a rapid deployment. RFS will always accept a reasonably delayed departure to enable necessary planning, and any delay arising because of a need for planning will not be in breach of this Contract.

4.1.7 During any Service Period the Contractor shall ensure that at any time during daylight hours the Aircraft continues to carry out the work and provide the Service as may be required by an Authorised Officer.

#### Logistics Support

4.1.8 The Logistics Support agreed under this Contract is listed at Schedule 4.

4.1.9 During any Service Period the Contractor shall ensure that at any time the Logistics Support is positioned at a location which in the reasonable opinion of both the Contractor and RFS will ensure optimum support to the Aircraft in carrying out the work and minimise any delays whilst the Aircraft is carrying out work.

4.1.10 The Contractor shall ensure that the Refueller is re-supplied with fuel as required and this must not affect the availability of the Aircraft.

4.1.11 The Contractor shall make available the Refueller to refuel any aircraft being used under RFS's instruction provided that it does not, in the reasonable opinion of the RFS, inhibit operation of the Aircraft.

4.1.12 The Contractor shall provide Logistics Support for the Aircraft, including fuel re-supply, to an operating radius of 150km from the N.O.B. All such Logistics Support shall be included in the Contract Price. RFS acknowledges that outside this radius, the RFS may at times have to provide assistance with refuelling and/or re-supply of fuel. The RFS also acknowledges that outside this radius, the Contractor may potentially incur costs that are difficult to foresee. The RFS will meet the cost of accommodation and meals for the Refueller operator if required to remain overnight away from the N.O.B. The RFS will also pay "mileage" for the Logistics Support if required by RFS to operate outside the 150km radius (or if the Logistics Support is required by RFS to travel specifically to support other aircraft). To ensure consistency and fairness, it is proposed to establish standard mileage rates based on the size of the logistics vehicles. These rates must be based on transport industry standards and must be included in the Contract at Schedule 3.

4.1.13 During any Service or training period and when required by the RFS, the Contractor shall supply the Aircraft for participation in exercises or simulations of operations, for the purposes of:

- (a) checking compliance of the Aircraft and crew to the Contract requirements, or
- (b) ensuring that the Services are provided to a high standard.

4.1.14 Where the RFS requires participation in exercises without providing prior notice then payment shall be made to the Contractor as if the exercise was an actual incident.

#### Training Period

4.1.15 The RFS conducts significant training during the months between April and October and, consequently, would strongly prefer contracted Aircraft to be available to contribute to training during this period. During this period it is likely that the Aircraft would only be required for a few days in total, to participate in training exercises conducted by RFS. The RFS accepts that the Contractor will seek other work for its aircraft during this period but requires co-operative scheduling so as to maximise these opportunities.

- 4.1.16 During the training period specified in Schedule 2 and when required by RFS, the Contractor shall work co-operatively to supply the Aircraft and the Refueller if applicable, fully meeting the requirements of this Contract at a location nominated by the RFS.
- 4.1.17 During the training period the RFS shall provide notification of a requirement for Aircraft Services to the Contractor at least fourteen days prior to the requirement.
- 4.1.18 The Contract requires the inclusion of six hours for RFS training and demonstrations. Standing Charges are not to be paid during a training period other than for days the Aircraft is actually engaged in training.

#### Audit and Compliance Checks

- 4.1.19 At any time during the Contract Period, the RFS may require that the Contractor permit inspection by Authorised Officers, or RFS appointed representatives, of the Contractor's or sub-contractor's premises, facilities and documents including but not limited to operations manuals, procedure statements, correspondence and maintenance records.
- 4.1.20 At any time during the Contract Period, the Contractor must permit RFS to inspect the certificates of incorporation and registration and accounts of the Contractor. RFS shall keep such details confidential.

## **4.2 Aircraft**

- 4.2.1 Aircraft supplied by the Contractor must be in good condition and maintained in accordance with the manufacturer's requirements, Australian State and Federal legislation and where applicable in accordance with the legislative requirements of the country of registration.
- 4.2.2 Aircraft supplied by the Contractor must have at least the performance, range, endurance, load and lifting capacity specified in Schedule 4.
- 4.2.3 The Contractor shall be responsible for equipping the Aircraft to meet the requirements of this Contract and to carry out the Services required, and shall also be responsible for arranging all appropriate and necessary approvals and authorisations.
- 4.2.4 Aircraft will be required to display the corporate identification of the RFS. The Contractor will be required to arrange to have the identification attached or painted in a manner which accords to a design approved or supplied by RFS. All necessary RFS corporate identification shall be provided by the Contractor.
- 4.2.5 The RFS may during the term of this Contract enter into sponsorship arrangements with third parties in relation to the Aircraft or the Services provided under this Contract. The Contractor shall fully cooperate with RFS in the implementation of any sponsorship arrangements proposed by RFS. The Contractor acknowledges that sponsorship arrangements may include but not be limited to display of the sponsors identification on Aircraft, Flight Crew and Crewpersons. The Contractor acknowledges that sponsorship arrangements may include but will not be limited to the allocation of an identity or name ("Service Name") to the Services provided under this Contract and the Contractor shall cooperate in the use of the Service Name. The Contractor agrees that it will take all steps to ensure that no benefit shall accrue directly to the Contractor from sponsorship arrangements entered into by RFS.
- 4.2.6 The Contractor shall attach to the Aircraft identifying letters or numbers depicting the Aircraft's call sign allocated by RFS:
  - (a) of a design approved by RFS;
  - (b) as large as is reasonably practicable and which in any case will permit recognition of the Aircraft from a distance of fifty metres from any position in



the same horizontal plane as the Aircraft excepting a 60° arc centred on the tail of the Aircraft; and

- (c) on the underside of the Aircraft, as large as is reasonably practicable, and which in any case permits recognition of the Aircraft from a position 200 feet immediately below the Aircraft.

4.2.7 Outside of any Service Period, the Contractor shall not permit any corporate symbols or identifications of RFS or Agencies, agents or sponsors to remain attached to the Aircraft should the Aircraft conduct operations for any other clients of the Contractor, without the prior express written permission of RFS.

4.2.8 Aircraft livery, including the corporate identification of the Contractor, must be approved by RFS. The RFS may require repainting of the Aircraft at the commencement of the Contract and at the completion of the fourth year of the Contract.

4.2.9 The Contractor shall ensure that at all times during any Service Period the Aircraft livery is of a design that ensures that the Aircraft is highly visible in conditions normally encountered in fire situations.

4.2.10 During any Service Period the Contractor shall not permit any corporate design or symbol of any other RFS, agency or entity to remain attached to the Aircraft, other than that which identifies the Contractor or that which normally identifies the manufacturer or model of the Aircraft or normal components, without the express written permission of RFS.

### **4.3 Aircraft Status**

4.3.1 Any Aircraft supplied by the Contractor to carry out the Services shall at any point in time during any Service Period be considered to have a status as follows:

4.3.2 "Available" meaning that:

- (a) the Aircraft meets all requirements of this Contract and is ready and able to Commence operations in accordance with all requirements of this Contract; and
- (b) the Refueller and sufficient Flight Crew and Crewpersons are available to enable the Aircraft to carry out the specified work during daylight hours without interruption; or

4.3.3 "Available - qualified" meaning that the Aircraft is of Available status but, with the express agreement of RFS, does not otherwise meet all requirements of the Contract (e.g. due to a minor equipment unserviceability, not safety or performance related, which has been accepted by RFS or whilst carrying out minor maintenance); or

4.3.4 "Not available" meaning that the Aircraft is not of "Available" or "Available-qualified" status as described in this clause 4.3.

### **4.4 Service Periods**

4.4.1 During any Service Period:

- (a) the Contractor shall ensure that as far as is practicable, procedures and systems are in place to ensure that the Aircraft may respond as required without delay. This shall include, but is not limited to:

- (i) ensuring that ancillary equipment and systems required by this Contract are prepared and ready, and that the readiness of such equipment and systems is checked prior to the beginning of each Service Period; and
    - (ii) ensuring that Flight Crew can operate the ancillary equipment and systems and are properly trained and competent to carry out the Services, and that the appropriate level of competency is maintained and checked in accordance with the requirements of the Contract.
  - (b) the Contractor shall confirm, according to a procedure laid down by RFS and conveyed to the Contractor from time to time, the proper operation of the Aircraft and Aircraft systems, including but not necessarily limited to avionics, communications and global positioning systems specified in Schedule 4 to the Contract, during the first flight made on any day that the Aircraft flies. This test shall be made as soon after take-off as is practicable.
  - (c) should the Aircraft not have flown during the preceding six days, the Aircraft must be flown for at least five minutes duration and the Contractor shall confirm during this flight, according to a procedure laid down by RFS and conveyed to the Contractor from time to time, the proper operation of the Aircraft and Aircraft systems, including but not necessarily limited to avionics, communications and global positioning systems specified in Schedule 4 to the Contract.
  - (d) the Contractor may utilise the Aircraft for other work, subject to the prior approval of RFS, which may be withheld in its absolute discretion, and subject to:
    - (i) continuing to meet the other provisions specified in this clause 4; and
    - (ii) meeting any other requirements specified by an Authorised Officer; and
    - (iii) a reduction of the Standing Charges contained in Schedule 3, proportionate to the amount of time the Aircraft is not available to RFS.
- 4.4.2 Periodic test flights are deemed to be flights in the private interests of the Contractor. However, where the Aircraft Services are provided to RFS on a “Dry Hire” basis RFS will supply or reimburse the actual reasonable cost of fuel used for periodic equipment checks authorised by RFS.
- 4.4.3 Outside a Service Period, but within the Contract Period, the Aircraft may be available by mutual agreement between RFS and the Contractor, at the Contract Prices specified for such periods in Schedule 3.
- 4.5 Activation**
- 4.5.1 A requirement for the Aircraft to carry out work or to otherwise provide the Services required under this Contract will be notified to the Contractor or Contractor’s nominated representative (normally the pilot) by RFS, according to a procedure laid down by RFS and conveyed to the Contractor from time to time.

- 4.5.2 The Contractor shall provide and maintain a suitable, reliable communication system acceptable to RFS to ensure that at all times during the Service Period the Contractor's representative may be notified without delay of a requirement for the Aircraft to carry out work or to otherwise provide the Services required under this Contract. For the Aircraft provided by the Contractor, the activation communications system will include, but is not necessarily limited to, a telephone connected to a mobile network approved by RFS, and which may be diverted to an alphanumeric paging device that operates throughout New South Wales.
- 4.5.3 The Contractor shall at all times during the Service Period maintain a suitable back-up communication system acceptable to RFS, that may be utilised to activate the Aircraft in the event of failure of the system described in clause 4.5.2.

#### **4.6 Aircraft Crew**

- 4.6.1 Aircraft shall be operated with a single pilot during firebombing operations. However, RFS will consider any proposal for operating with a co-pilot where there is a demonstrated safety benefit.
- 4.6.2 RFS requires the inclusion of a Crewperson during any tactical operation of a helicopter involving carriage of personnel.
- 4.6.3 The Contractor shall ensure that any Flight Crew and Crewperson provided to pilot, operate or crew Aircraft under this Contract are appropriately qualified, rated, endorsed, licensed, skilled, experienced and medically fit to carry out the Services safely, and that licenses, qualifications etc are current.
- 4.6.4 The Contractor acknowledges that Australian fire and land management agencies, industry and regulatory authorities are continuing to work towards an approval system for pilots engaged in firebombing operations. Approval of pilots may require ground and air training in various aspects of Aerial firefighting. Should such a system be introduced during the period of this Contract RFS will require that pilots meet the required standards at no additional cost to RFS and the Contractor agrees to take all steps necessary to cooperate.

Note: Tenders must demonstrate compliance with these standards or a reasonable path to compliance by the start date in their tender responses.

- 4.6.5 The Contractor shall ensure that pilots and Crewpersons maintain the recency requirements specified in this Contract during the Service Period(s) especially during periods of low activity. Standing charges are to include these hours. When required for recency training the Contractor is to consult with RFS to ensure where possible, training is conducted at mutually agreeable times for additional RFS training, operations or other reasonable purpose. These hours, when not required for the purpose of recency training, are to be otherwise credited to the RFS account.
- 4.6.6 The Contractor shall ensure that Flight Crew and other key staff involved with the delivery of the Service have undergone training in Crew Resource Management / Human Factors with a provider and to a syllabus acceptable to RFS.
- 4.6.7 The Contractor shall ensure that operations and maintenance managers, Flight Crew and Crewpersons who are working in a multi-crew environment in the delivery of the Services have undergone training in Crew Resource Management specific to multi-crew operations with a provider acceptable to RFS. RFS requires such personnel to undertake CRM refresher training every three years during the life of the Contract.
- 4.6.8 Aircraft capable of self filling - The Contractor shall ensure that Flight Crew, Crewpersons and other key staff involved with the delivery of the Service at any point in time, have in the previous three years successfully completed a training course in helicopter underwater escape ("HUET") with a provider acceptable to RFS.

- 4.6.9 The Contractor shall ensure that the pilots of any Aircraft provided shall be able to drop water, retardant and foam to a standard of accuracy acceptable to RFS. The Contractor shall ensure that the Flight Crew of any Aircraft provided shall have dropped a minimum of 10 loads of water, retardant or foam under the supervision and to the full satisfaction of an Authorised Officer during actual or simulated Aerial firefighting operations.

Pilot in Command (PIC)

- 4.6.10 The minimum requirements for PIC in NSW are summarised at Annex 1 to Schedule 6. For the purposes of this Contract, the Contractor is to meet or exceed the requirements of the Annex.

Co-Pilots

- 4.6.11 The minimum requirements for the co-pilot (where applicable) are summarised at Annex 1 to Schedule 6. For the purposes of this Contract, the Contractor is to meet or exceed the requirements of the Annex.

**4.7 Helicopter Crewpersons**

- 4.7.1 The Contractor must ensure that a Crewperson is deployed on every occasion when the helicopter is engaged by an Agency and that Crewperson meets the standards of this Contract. The Crewperson will also be expected to contribute to the training of Agency personnel.
- 4.7.2 The minimum requirements for Crewpersons are summarised at Annex 1 to Schedule 6. For the purposes of this Contract, the Contractor is to meet or exceed the requirements of the Annex. The Contractor agrees that it will pay particular attention to the hiring and retention of experienced and competent Crewpersons.
- 4.7.3 The Contractor shall ensure that the Flight Crew of any Aircraft provided shall be able to work as part of a team with RFS personnel.
- 4.7.4 The Contractor shall ensure that any Flight or ground crew provided must at all times during any Service Period have available personal effects and requirements sufficient to allow for operations away from the Nominated Operational Base for periods of up to six consecutive days.
- 4.7.5 The Contractor shall ensure any Flight Crew and Crewperson provided must at all times when the Aircraft is operating:
- (a) wear high visibility (orange/yellow) fire retardant or fire resistant protective clothing extending to footwear and hands; and
  - (b) wear leather or fire retardant footwear which provides ankle protection and ankle support; and
  - (c) not wear undergarments or other garments made from synthetic or other material with low temperature melting point characteristics, low flashpoint or high flammability.

- 4.7.6 Fire agencies are currently researching optimum personal protective clothing for a range of firefighting activities and the Contractor acknowledges this. Preliminary results indicate that synthetic materials such as Nomex® have lower melting point characteristics than material such as cotton or Proban® treated cotton, and provide best protection when used in conjunction with full-length non-synthetic undergarments. The Contractor is advised to undertake its own research into the most appropriate design of personal protective clothing for the particular environment of the Aircraft provided. Clothing should be designed to provide optimum relief of metabolic heat load and optimum protection in the event of an Aircraft crash involving a fire. RFS are prepared to make treated cotton firefighter personal protective clothing available to the Contractor “at cost” for its employees, should this provide the best solution in any instance.
- 4.7.7 The Contractor shall ensure that any Flight Crew operating the Aircraft on firebombing operations or other operations involving sustained flight below 1000 feet AGL wear a protective helmet of a standard acceptable to RFS and fitted with boom microphone and headset compatible with the communication requirements of this Contract, and shall utilise the boom microphone and headset to meet the RFS communication requirements. Helmets currently acceptable include Gentex model SPH5 or Alpha equivalent.
- 4.7.8 The Contractor shall ensure that at all times the Flight Crew and Crewperson have immediate access to personal survival equipment including a PLB carried on the their person.
- 4.7.9 The Contractor shall ensure that the Flight Crew of fire bombing Aircraft which are self-filling from a water source wear a life jacket approved by CASA for the purpose.
- 4.7.10 The RFS has a preference that Flight Crew are supplied with and trained on an approved underwater breathing device.
- 4.7.11 The Contractor will ensure that any supporting ground crew including sub-contractors wear clothing and appropriate personal protective equipment appropriate to their duties and in accordance with Federal and NSW legislation and RFS procedures.
- 4.7.12 Flight and ground crew are to be consistently clothed in accordance with a scheme determined by the Contractor and will be required to wear the insignia of the RFS.
- 4.7.13 The Contractor shall ensure that all Flight Crew attend general briefing and training sessions, when requested, at no cost to RFS.
- 4.7.14 The Contractor shall ensure that pilots maintain clear, legible and accurate detailed records of flights and Aircraft availability on RFS Flight Operations Returns to a standard acceptable to RFS. The Contractor must make RFS Flight Operations Returns available for inspection by an Authorised Officer of RFS at any time.
- 4.7.15 The Contractor shall ensure that any Flight Crew provided are able to communicate in English such that they can be clearly understood in typical fire situations over various radio and telephone systems.

#### **4.8 Contract Manager**

- 4.8.1 The Contractor shall ensure that a Contract Manager is appointed for the Contract Period and that the said Contract Manager at any point in time:
- (a) is designated as the representative of the Contractor in relation to the management of any current or future performance or policy issues in respect of this Contract; and
  - (b) has the authority to make decisions binding on the Contractor in relation to this Contract.

- 4.8.2 During the Contract Period the Contract Manager shall remain contactable and be reasonably available and accessible to Authorised Officers.

#### **4.9 Personnel**

- 4.9.1 The Contractor 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) do not take or use any drug unless prescribed by a medical practitioner or lawfully available without prescription and used in accordance with directions;
- (c) are not suffering from residual effects of alcohol or drugs including any 'hangover' effects;
- (d) comply with all policies, procedures, rules, regulations, standards of conduct and the lawful directions of RFS in respect of use of its premises, equipment, business ethics or methodology, or contact with its staff or customers;
- (e) not commit any criminal offence and not otherwise breach any law or regulation which could adversely affect the interest of RFS or the provision of the Services;
- (f) do not sexually harass any person or unlawfully engage in any discriminatory behaviour;
- (g) carry and display at all times appropriate identification; and
- (h) do not otherwise act in any manner which could disrupt or adversely affect RFS's reputation, interest or goodwill.

- 4.9.2 RFS may require the replacement of any of the Flight Crew, or any other employee of the Contractor or any sub-contractor of the Contractor who, in the opinion of RFS, is not performing the Services to a satisfactory standard, or who is not maintaining appropriate safety standards.

#### **4.10 Performance Management and Monitoring**

- 4.10.1 The Contractor shall participate in a performance management and monitoring program specific to the Service and approved by RFS.
- 4.10.2 The performance management and monitoring program shall provide a means of assessment of Contractor performance and of determining if the Contractor is maintaining a Service that is at or above the standard specified by this Contract. The program shall provide information to the Contractor regarding the performance of the Contractor in delivering Services under this Contract.
- 4.10.3 In the performance monitoring program particular attention shall be paid to the Contractor's record-keeping.
- 4.10.4 The Contractor acknowledges and accepts that the summary results of performance monitoring may be published by RFS.

#### **4.11 Skill and Experience**

- 4.11.1 The Contractor acknowledges that RFS enters into this Contract relying on the Contractor's representation that it possesses the skill, experience and ability to:
- (a) provide the Services to the standard expected of a contractor experienced in the performance of services of a similar kind; and
  - (b) provide the Services in a timely manner.

- 4.11.2 The Contractor is an independent professional contractor and in performing the Services under the Contract is not for any purpose a partner, joint venturer, servant, agent or employee of RFS.

#### **4.12 Innovation and Research**

- 4.12.1 The Contractor acknowledges and accepts that it must use all reasonable endeavours to seek to reduce the cost to RFS of providing the Services under this Contract and to improve processes affected by the Services.
- 4.12.2 The Contractor acknowledges and accepts that it must use all reasonable endeavours to assist RFS and the Bushfire Cooperative Research Centre Ltd in the acquisition of data and information to support research aimed at improving the efficiency, efficacy and safety of Aerial firefighting operations.
- 4.12.3 The Contractor shall have an interest in technology and work co-operatively with RFS to develop and improve the safety, efficiency and effectiveness of operations, through further development of equipment and refinement of techniques and practices.
- 4.12.4 The Contractor will plan for a mid-life refit of the Aircraft after the completion of the fourth year of the Contract. This will include the opportunity for radio and avionics upgrades in accordance with technological advances available as provided in clause 3.4.8 of Schedule 4.

#### **4.13 Standard of Care**

- 4.13.1 The Contractor must perform the Services, having regard to the nature of the Services:
- (a) in a commercial, prudent and reasonable manner;
  - (b) in accordance with suitable and appropriate standards, methods and practices;
  - (c) with the high degree of professional skill, care and diligence which may reasonably be expected of a skilled, professional person suitably qualified and experienced in the performance of services similar to the Services required to be performed under this Contract; and
  - (d) in a manner in which could reasonably be expected to protect RFS's interest.

### **5. CONTRACTOR REQUIREMENTS & RESPONSIBILITIES**

#### **5.1 General**

- 5.1.1 The Contractor shall be the holder of an Air Operators Certificate suitably endorsed for all of the Services to be carried out.
- 5.1.2 Immediately prior to commencement of any Service Period, the Contractor or its Contract Manager shall attend, at no cost to RFS, a formal briefing session in Sydney.
- 5.1.3 The Contractor's organisation shall have key personnel experienced in managing and supporting operations which require high standards, and which must be completed in a timely fashion in remote and difficult circumstances. They will understand the importance of dispatch reliability in emergency operations and will have in place systems to ensure that operations that are conducted on an infrequent or irregular basis are still conducted in the most reliable and efficient manner.
- 5.1.4 The Contractor will have commenced implementation of a system of Total Quality Management, preferably to the appropriate Australian or International Standard, in their organisation. The Contractor is required to have completed implementation within six months of the Contract commencement.

- 5.1.5 The Contractor is obligated to meet training currency requirements for the duration of the Contract Period, including associated costs of Flight Crew or other staff training in any existing or newly introduced training and/or development course RFS considers relevant and necessary for the continued reliable and efficient execution of the Services required under this Contract.
- 5.1.6 The Contractor must notify RFS if the Contractor receives notice of any inquiry by CASA or other regulatory authority, which is relevant to, or is likely to impact upon, the provision of the Services by the Contractor.
- 5.1.7 The Contractor shall:
- (a) ensure that any Aircraft supplied by the Contractor is able to carry out the Services according to the specifications and standards described in this Contract;
  - (b) be responsible for modifying and/or equipping the Aircraft, including arranging all necessary approvals, to meet the requirements of this Contract and to carry out the Services required;
  - (c) arrange at no cost to RFS the provision of certificates, exemptions, flight manual supplements, operations manual supplements, endorsements and approvals or any other authorisations where necessary to carry out the Services required;
  - (d) ensure that the capability of Aircraft to respond to carry out the Services to the required standard is maintained. This shall include, but is not limited to:
    - (i) provision of Flight Crew training, experience and currency as specified in the Contract; and
    - (ii) maintenance of the Aircraft and associated equipment to the required standard;
  - (e) demonstrate a commitment to occupational health and safety of employees, and shall have an effective workplace safety program including published risk assessment and management procedures. The Contractor shall, if required by RFS, allow RFS or their agent to conduct an audit of the Contractor's occupational health and safety programs and procedures;
  - (f) ensure the protection and safety of employees, servants, sub-contractors, volunteers and the public and shall comply with the RFS Occupational Health and Safety policy or guidelines. A copy of the policy will be provided to the Contractor on a loan basis prior to the commencement of a Service Period. All such documentation shall be considered Confidential Information. All such documentation shall be returned to the RFS at the conclusion of any Service Period;
  - (g) ensure that the minimum operating procedures that apply to the Aircraft and Contractor shall be those contained in the RFS Air Operations Manual, RFS Winching Standards, Standard Operating Procedures, and all relevant supplements. Copies of the documentation will be provided to the Contractor on a loan basis prior to the commencement of a Service Period. All such documentation shall be considered Confidential Information. All such documentation shall be returned to the RFS at the conclusion of any availability period;
  - (h) ensure that a suitably qualified Crewperson is always used to assist crew and cargo loading when the Aircraft is loading or unloading fire crew and equipment with the engine running or when the Aircraft is operating in a confined or remote area or on unfavourable terrain or in reduced visibility;



- (i) have access to back-up facilities including suitably qualified relief Flight Crew and "out of hours" servicing as the work may involve operations under emergency conditions;
- (j) have access to sufficient suitably qualified, trained and current Flight Crew and Crewpersons such that duty time limitations do not normally affect availability or provision of the required Services;
- (k) ensure that the Aircraft is hangared in a secure hangar at the Nominated Operational Base, where such a hangar is available;
- (l) ensure that the Aircraft is fully lockable;
- (m) have in place an Aviation Security Plan and security arrangements according to the requirements of the Australian Department of Transport and Regional Services;
- (n) ensure that the Aircraft is securely locked or otherwise secured when not hangared in a secure hangar and when located away from the Nominated Operational Base;
- (o) ensure that Flight Crew, the operating crew of the Refueller and other field staff associated with providing the Services have completed Basic Wildfire Awareness 1:26 of the National Fire Curriculum as administered by the Australasian Fire Authorities Council;
- (p) notify RFS of any notices issued to the Contractor's organisation pertaining to but not limited to infringements of occupational health and safety legislation or civil aviation legislation or pertaining to qualifications on any aircraft parts and maintenance and any exemptions obtained to operate and shall provide detailed information including cause, circumstance, remedial action, and any other resultant changes to operations procedures or manuals; and
- (q) promptly notify RFS of any accident or incident (as defined in Australian Civil Aviation legislation) involving aircraft operated by the Contractor, however caused and whether or not occurring in the course of the delivery of Services under this Contract.

## **5.2 Minimum Volumes of Service**

- 5.2.1 The Contractor acknowledges that RFS has made no representation as to the amount of Services which RFS may request the Contractor to provide under this Contract, beyond the Service Period.

## **5.3 Aircraft Status Register**

- 5.3.1 The Contractor must establish an Aircraft Status Register and at all times during the Service Period the Contractor shall maintain that register, which must detail the availability status of each Aircraft at all times. In the case of Aircraft of "Available-qualified" or "Not available" status as defined in the Contract, the Aircraft Status Register shall include information as to the reason for the status and as to the time at which the Aircraft could be made of "Available" status.
- 5.3.2 At any time during the Contract Period, upon request of RFS, the Contractor shall supply to RFS a copy of the Aircraft Status Register that is current at the time of request.
- 5.3.3 A copy of the Aircraft Status Register corresponding to the relevant invoice period must be supplied with any invoice provided by the Contractor to RFS.

**5.4 Aircraft Unavailable**

- 5.4.1 The Contractor is required to immediately notify RFS if any Aircraft provided to carry out the Service becomes unavailable within the terms of this Contract for whatever reason (e.g. through unserviceability, lack of fuel, maintenance, Flight Crew illness, duty time limitations etc.).

**5.5 Records**

- 5.5.1 The Contractor shall maintain accurate and comprehensive records of the availability and status and operations of any Aircraft that the Contractor may utilise to carry out the Services and as required provide information to RFS regarding the availability, status and operations of Aircraft to carry out the Services.
- 5.5.2 The Contractor acknowledges that systems and processes for ensuring the keeping of comprehensive and accurate records of Aircraft status and activity is of particular interest to RFS, and is an area of operations in which RFS expects very high standards.

**5.6 Compliance**

- 5.6.1 In performing the Services stipulated by this Contract, the Contractor and sub-contractors shall:
- (a) comply with the provisions of all relevant state and federal legislation and awards, Civil Aviation Orders and Civil Aviation Regulations and like statutes;
  - (b) comply with any relevant operational orders, RFS policies, procedures or instructions of RFS, as promulgated from time to time;
  - (c) comply with the specific additional requirements contained in Schedule 6 of this Contract; and
  - (d) comply with any relevant policies or standard operating procedures of the RFS, insofar as those policies or procedures relate to the provision of firefighting services.
- 5.6.2 Unless otherwise agreed in writing between the RFS and the Contractor, at least 30 days before the commencement of any Service Period the RFS will provide the Contractor with hard copies of its policies and arrange a briefing with the Contractor during which it will answer the Contractor's reasonable questions in relation to those policies.
- 5.6.3 The Contractor shall obtain any necessary exemptions or special provisions that may be required to provide the Services, and shall ensure compliance with whatever requirements are in place at any point in time.

**5.7 Conduct**

- 5.7.1 The Contractor shall be responsible for the proper conduct of persons employed by or acting for the Contractor or any sub-contractor in carrying out the Services specified.
- 5.7.2 At all times during any Service Period any staff, employee or sub-contractor of the Contractor who is operating, crewing or supporting any Aircraft used to provide Services under this Contract shall be presented in a neat, clean and professional manner.

**5.8 Sub-Contracting / Assignment**

- 5.8.1 The Contractor shall not assign, sub-contract, mortgage, charge or encumber in any way the Contract or any part thereof or the execution of the Services or any right to receive any money under the Contract, without first obtaining the express written consent of RFS, which may be withheld by RFS in its absolute discretion.
- 5.8.2 The Contractor accepts full responsibility for the performance of its sub-contractors and must ensure that each sub-contractor complies with the terms of this Contract. A breach or failure to perform any sub-contract shall not excuse the Contractor from the performance of this Contract in accordance with its terms nor shall it affect the liability of the Contractor under this Contract.

**5.9 Confidentiality and Security**

- 5.9.1 All Information provided to the Contractor by or on behalf of RFS under this Contract and all Information that the Contractor has access to during the course of providing the Service, shall be treated as confidential by the Contractor. In this clause 5.9 this Information is referred to as "Confidential Information".
- 5.9.2 The Contractor agrees that the Contractor or its employees, agents, sub-contractors, directors, partners, shareholders or consultants shall not disclose to any person, any Confidential Information or documentation relating to RFS or the affairs of others which may have come to its or their knowledge as a result of this Contract or performance of the Services stipulated by it and shall take all necessary precautions to prevent unauthorised access to such information or documentation.
- 5.9.3 All Confidential Information shall remain the property of RFS and shall (where possible) be returned to RFS upon the expiration or termination of this Contract.
- 5.9.4 The Confidential Information supplied to the Contractor under this Contract shall be used only for the provision of the Services or as directed by RFS and shall not be used for any other purpose.
- 5.9.5 The Contractor shall not divulge any information regarding the nature or progress of the Services or give any publicity concerning the Services except with the express written consent of RFS.
- 5.9.6 The Contractor acknowledges that RFS shall be entitled (in addition to any other entitlement) to an injunction or other equitable relief with respect to any actual or threatened breach by the Contractor of this clause 5.9 and without the need on the part of RFS to prove any special damage.
- 5.9.7 The Contractor's obligations under this clause 5.9 shall not extend to:
- (a) information already in the public domain other than due to a breach of this Contract; or
  - (b) any disclosure required by law.

**5.10 Conflict Of Interest**

- 5.10.1 The Contractor warrants that it does not hold any office or possess any property, is not engaged in any business, trade or calling and does not have any obligations by virtue of any contract whereby, directly or indirectly, duties or interests are or might be created in conflict with or might appear to be created in conflict with its duties and interests under this Contract.
- 5.10.2 The Contractor shall immediately inform RFS of any matter that may give rise to an actual or potential conflict of interest at any time during the Contract Period.

**5.11 Intellectual Property**

- 5.11.1 The Contractor warrants that any Intellectual Property embodied in or used by the Contractor in connection with this Contract is the sole property of the Contractor or the Contractor is legally entitled to use such Intellectual Property for the provision of the Services stipulated under this Contract.
- 5.11.2 All Intellectual Property created in the performance of the Services shall vest in RFS.

**5.12 Insurance and Indemnity**

- 5.12.1 The Contractor releases, indemnifies and holds harmless RFS, Agencies and their servants and agents against all losses, damages, expenses, actions, claims, suits and demands whatsoever (including the cost of defending or settling any action, claim or demand) which may be brought against the Agency by any person relating to or arising out of:
- (a) any negligence or other wrongful act or omission of the Contractor or the Contractor's staff, sub-contractors, employees or agents or of any other persons for whose acts or omissions the Contractor is vicariously liable;
  - (b) death, injury, loss of or damage to the Contractor, the Contractor's staff or its other employees, agents and sub-contractors;
  - (c) an infringement or claimed infringement of a patent, trade-mark, design, copyright or other protected or intellectual property right of a third party; or
  - (d) any breach of this Contract by the Contractor.
- 5.12.2 The Contractor shall maintain at all times during the Contract Period appropriate liability insurance against liability to third parties (including passengers and crew on the Aircraft) for personal injury and death and damage to property for a minimum amount of \$50 million for each claim unlimited during the policy period. At any time upon request of RFS the Contractor shall as soon as is reasonably possible and in any event within seven days, produce documentation evidencing the terms of such insurance and its currency to RFS.
- 5.12.3 The Contractor shall maintain insurance fully indemnifying it in respect of claims under statute or at common law for personal injury or the death of any person in the employment of the Contractor 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.
- 5.12.4 The Contractor shall ensure that each sub-contractor maintains insurance fully indemnifying it in respect of claims under statute or at common law for personal injury or the death of any person in the employment of the sub-contractor 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.
- 5.12.5 The Contractor shall ensure the insurance is extended to indemnify RFS and the Agencies for their statutory liability to persons employed by the Contractor.
- 5.12.6 At any time upon request of RFS the Contractor shall as soon as is reasonably possible and in any event within seven days, produce documentation evidencing the terms of insurance required under clauses 5.12.2, 5.12.3 and 5.12.4 and its currency to RFS.
- 5.12.7 The Contractor shall ensure that the policies of insurance effected in compliance with clauses 5.12.2, 5.12.3 and 5.12.4:
- (a) include as named insured RFS and the Agencies, their servants, agents and independent contractors engaged by RFS or the Agencies;

- (b) 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 RFS;
  - (c) 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;
  - (d) 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
  - (e) 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.
- 5.12.8 If the Contractor neglects, fails or refuses to keep in force any of the insurances which are required by clauses 5.12.2, 5.12.3 and 5.12.4 or fails to make available those policies and evidence of currency as required by those clauses, RFS shall be entitled to procure such insurance at the Contractor's expense and to recover the cost of such insurance from the Contractor by deducting that cost from any sums or other charges that may be or may become payable by RFS to the Contractor pursuant to this Contract.
- 5.12.9 If the Contractor neglects, fails or refuses to keep in force any of the insurances which are required by clauses 5.12.2, 5.12.3 and 5.12.4 or fails to make available those policies and evidence of currency as required by those clauses then the Contractor shall be considered to be not providing the Services required by the Contract and shall forfeit any payments or monies due under the Contract for the period until such time as the evidence of currency is provided or until RFS procures such insurance according to the provisions of clause 5.12.8 .
- 5.12.10 Without limiting the right of RFS to treat other breaches by the Contractor as material breaches, a failure of the Contractor to comply with its obligations under this clause 5.12 will constitute a material breach for the purposes of clause 7.7.2.
- 5.12.11 To the extent that the Contractor is providing "Wet Hire" services, or optional additional refuelling services, it will ensure its insurance policies include coverage for refuelling operations, including refuelling of any aircraft conducting operations on behalf of RFS or the Agencies.

### **5.13 Performance Bond**

- 5.13.1 The Contractor shall take out and maintain a performance bond, in a form agreed upon by the Contractor and RFS executed by a bank or other reputable financial institution approved by RFS, of a sum equal to at least ten percent of the sum of the standing charges set out in Schedule 3 that would become due and payable to the Contractor for any one Service Period.
- 5.13.2 The Contractor shall take out and supply to RFS the performance bond within 14 days of the date of execution of this Contract.
- 5.13.3 All costs associated with taking out and maintaining the performance bond shall be borne by the Contractor.
- 5.13.4 RFS shall have the right to draw down on the performance bond in the event of default or termination of the Contract for the purpose of meeting all losses, damages, expenses and costs incurred by RFS arising out of or relating to such default or termination.
- 5.13.5 RFS shall return the performance bond to the Contractor at the completion of the Contract Period unless RFS has previously invoked the performance bond for the full amount of the bond, in accordance with clause 5.13.4.

- 5.13.6 The rights of RFS pursuant to this clause 5.13 shall be in addition to any other rights or remedies that RFS may have at law or in equity.

**5.14 Set Off**

- 5.14.1 The Contractor shall have the right to set off any amount due and payable by it to RFS under this Contract against any amount due and payable by RFS to the Contractor under this Contract.

**5.15 Successorship**

- 5.15.1 The Contractor shall upon expiration or termination of the Contract co-operate fully with any successor, to facilitate handover of the supply of the Services required.

**5.16 Contract Implementation Program**

**5.16.1 Implementation Phase**

- (a) The Contract implementation phase is the period between the Execution Date and the Commencement Date. During this phase it is anticipated that the Contractor will be procuring, fitting out and testing the Aircraft ready for operation as well as organising Logistics Support. Additionally, relevant RFS staff will require orientation and training by the Contractor and necessary administrative systems will need to be developed by the Contractor and approved by RFS.
- (b) The Contractor is required to prepare for the commencement of operations in a manner which permits progress and adherence to Contract requirements to be verified progressively by RFS.
- (c) During the Contract implementation phase the Contractor shall be subjected to a series of implementation readiness and specification verification audits by the RFS.

**5.16.2 Requirements During Implementation Phase**

- (a) Within two (2) weeks after the Execution Date the Contractor shall update and provide a detailed Implementation Management Program.
- (b) Each month commencing from no later than four (4) weeks after the Execution Date a Monthly Readiness Review meeting shall be held between the RFS and the Contractor.

**6. RFS**

**6.1 Obtaining Aerial Firefighting Services**

- 6.1.1 RFS shall where practicable obtain Aerial firefighting Services from the Contractor. However, RFS reserves the right to obtain such Services from any other provider.

**6.2 Not Used**

**6.3 Indemnity**

- 6.3.1 RFS shall indemnify the Contractor in relation to a claim by a person in respect of loss of or damage to property, personal injury or death arising out of or as a consequence of any unlawful or negligent act or omission of RFS, its employees or agents.

#### **6.4 Stand-Down of Aircraft**

- 6.4.1 Authorised Officers, or any person nominated by an Authorised Officer in writing to the Contractor (Nominee), may exercise the powers set out in this clause 6.4.
- 6.4.2 Authorised Officers may stand-down an Aircraft for non-compliance with safety or operational requirements, or non-compliance with the requirements of this Contract. An Incident Controller or their nominee may stand-down Aircraft for non compliance with safety or operational requirements in the first instance and refer the matter to an Authorised Officer. Notice to stand-down an Aircraft shall be provided by giving notice to the Contractor, Contract Manager or a member of a Flight Crew. For the purposes of this clause 6.4 'stand-down' means that the Aircraft is directed to cease operating, or to not commence operating, until the relevant Authorised Officer permits the Aircraft to recommence operations. In the event of an accident or serious incident involving any aircraft operated by the Contractor, the RFS will invoke a safety stand-down for a period whilst an investigation by the RFS is undertaken.
- 6.4.3 The Contractor must ensure that any notice given under clause 6.4.2 is complied with immediately by ensuring the Aircraft is withdrawn from service.
- 6.4.4 When standing-down an Aircraft, the relevant Authorised Officer or Nominee must advise the Contractor of the reasons for standing-down the Aircraft (Reasons).
- 6.4.5 Upon receipt of the Reasons, the Contractor must use its best endeavours to rectify the faults described in the Reasons and satisfy the relevant Authorised Officer or their Nominee that the stood-down Aircraft meets the safety or operational requirements or requirements of this Contract, identified in the Reasons. The Authorised Officer or their Nominee must provide all reasonable assistance in informing the Contractor of what action or further action must be taken by the Contractor to remedy the matters identified in the Reasons.
- 6.4.6 When the Authorised Officer or their Nominee is satisfied that the matters identified in the Reasons have been satisfactorily remedied by the Contractor, the Authorised Officer or their Nominee must notify the Contract Manager immediately.
- 6.4.7 Stand-down commences when notice is given under clause 6.4.2 and ceases when the Authorised Officer or their Nominee notifies the Contract Manager under clause 6.4.6.
- 6.4.8 Where stand-down occurs, the Standing Charges specified in Schedule 3 will cease to apply during the stand-down period as described in clause 6.4.7. Where a stand-down period includes part of a day, the Standing Charges for that day will be revised, calculated in accordance with the following formula:

$$SCR = SC - (SC (SDH/14))$$

where:

SCR = Revised Daily Standing Charge

SC = Daily Standing Charge detailed in Schedule 3

SDH = stand-down hours between 6.30am and 8.30pm

#### **6.5 Substitute Aircraft**

- 6.5.1 Substitute Aircraft must be approved by RFS and must meet the standards set by the Contract except by prior written agreement between the Contractor and RFS.
- 6.5.2 Where the Contractor provides a substitute Aircraft that has a firebombing delivery system with a capacity that exceeds that of the replaced Aircraft, the Contract Price payable in relation to the substitute Aircraft must not exceed that payable in relation to the replaced Aircraft.

- 6.5.3 Where the Contractor provides a substitute Aircraft that has an Aerial firefighting delivery system with a capacity that is less than that of the replaced Aircraft, the Contract Price payable in relation to the substitute Aircraft must be lower than that payable in relation to the replaced Aircraft in proportion to the reduced volume capacity.

## **6.6 Payments**

- 6.6.1 Payments for Services provided by the Contractor, at the Contract Price, will be claimable at the end of each calendar month or as otherwise agreed with RFS, subject to a correctly rendered invoice received from the Contractor.
- 6.6.2 The Contractor will provide its tax invoice to the RFS in the form of, and contain the information set out in, Schedule 5.
- 6.6.3 Where an invoice includes an amount claimed by the Contractor pursuant to Clause 3 of Schedule 3, the Contractor must submit with the invoice all documentation relevant to the amount claimed.
- 6.6.4 Each invoice provided in accordance with clause 6.6.2 must be accompanied by the report required by clause 5.3.3.
- 6.6.5 Invoices that do not provide the information required or otherwise do not meet the requirements of this clause may be suspended from payment until such time as the information is provided.
- 6.6.6 Any payment received by the Contractor from RFS must be taken as a payment in reduction of the amount owing by RFS to the Contractor.
- 6.6.7 Payment transactions shall be undertaken using Electronic Means in accordance with protocols nominated by RFS.
- 6.6.8 Payment of any Standing Charges as part of the Contract Price will not be made for any twenty four hour period or part thereof that the Services stipulated by this Contract are not provided by the Contractor in the terms of this Contract.
- 6.6.9 Before any payments are made, RFS shall be satisfied that all requirements of the Contract have been complied with.
- 6.6.10 Flight Crew are required to maintain on Flight Operations Returns accurate records of operations including flying time, recorded in actual time and calculated to the nearest 1/100th of an hour. Flight Operations Returns must be submitted with any invoice.
- 6.6.11 Aircraft and personnel not meeting required standards at any time immediately prior to or during any Service Period will not be used by RFS, and consequently pro rata adjustments to payments will be made.
- 6.6.12 Flight Operation Returns shall be signed for at the completion of each day of operations by an Authorised Officer.
- 6.6.13 The Contractor acknowledges that systems and processes for ensuring the provision of accurate, comprehensive and complete invoices is of particular interest to RFS, and is an area in which RFS expects very high standards.

## **6.7 Contract Price**

- 6.7.1 RFS is liable only for costs under this Contract in relation to Services provided by the Contractor pursuant to a Purchase Order submitted by RFS in accordance with the provisions of the Contract.



6.7.2 Except as provided for in clause 6.7.3 below and clause 4 of Schedule 3, the Contract Price is fixed and inclusive of all costs associated with supplying the Services stipulated by this Contract including but not limited to:

- (a) costs of provision of Aircraft and Refueller and associated equipment;
- (b) cost of modifications to Aircraft and associated equipment;
- (c) infrastructure, security and Logistics Support costs;
- (d) personnel costs, including training costs;
- (e) costs associated with management and supervision of operations;
- (f) Aircraft operating costs, including fuel (Wet-Hire contracts only), lubricants, hangarage, landing and airways fees, except as provided in clause 6.7.3 (b) below;
- (g) cost of finance;
- (h) licence fees and royalties;
- (i) all charges and taxes, including any GST, except where otherwise specified in this Contract;
- (j) all increases in charges and taxes, and all new charges and taxes for which the Contractor is liable at law;
- (k) insurance and guarantees;
- (l) costs associated with the supervision, coordination and management of sub-contractors;
- (m) any payment or charge that may become due to any sub-contractor;
- (n) all costs associated with the Refueller including transporting the Refueller to the location at which the Aircraft is operating but excluding the costs referred to in clause 6.7.3; and
- (o) all costs associated with any “back-up” personnel (eg. engineering support) and facilities that are required to ensure the reliable operation of the Aircraft.

6.7.3 RFS shall:

- (a) supply or reimburse the actual reasonable (according to agreed Public Sector equivalent rates for Personal Expenses) cost of meals and accommodation for the Flight Crew and Crewpersons and/or fuel tanker operator when the Aircraft and/or Refueller is required to remain overnight away from its Nominated Operational Base in order to carry out Services required by RFS;
- (b) reimburse the actual costs of such charges levied by the Civil Aviation Safety Authority, AirServices Australia, the Federal Airports Corporation or other airport owner or operator that may be incurred whilst actually conducting the Services or whilst travelling at the direction of an Authorised Officer in order to conduct the Services, except those charges that are incurred directly in relation to operating from the normal home base of the Aircraft or the Nominated Operational Base;

- (c) reimburse the actual cost of "callout" fees charged by Refuellers where RFS requires that the Aircraft or other aircraft under RFS's direction be refuelled outside of normal hours by Refuellers other than those supplied as part of the Service;
  - (d) for a "Dry Hire" contract only, supply or reimburse the cost of aviation fuel used whilst actually carrying out the Services or whilst travelling to conduct the Services (except transport of the Aircraft and Refueller to the Nominated Operational Base for the first time in each Service Period);
  - (e) reimburse at the Prices specified in Schedule 3 the cost of moving the Refueller, other than for the first 150 km, to locations requested by RFS to support the Aircraft when the Aircraft is required by RFS to undertake work in excess of 150 kilometres from the Nominated Operational Base; and reimburse the cost of returning the Refueller, other than for the final 150 kilometres, to the Nominated Operational Base;
  - (f) supply or reimburse the cost of moving the Aircraft and Refueller from the Nominated Operational Base to any alternative or temporary Nominated Operational Base requested by RFS; and
  - (g) reimburse the actual reasonable cost of changing or substituting auxiliary radio transceivers installed in the Aircraft or Refueller when RFS requires the radio transceivers to be changed from those that have already been installed by the Contractor in accordance with Schedule 4.
- 6.7.4 Operating charges for helicopters shall be due and payable to the Contractor for that period of time, authorised by RFS, between the switching on of the engine and the shut down of the engine.
- 6.7.5 Operating charges for fixed wing aircraft shall be due and payable to the Contractor for that period of time, authorised by RFS, between the commencement of the takeoff roll and the end of rollout from landing.
- 6.7.6 Operating charges shall not be payable for:
- (a) any flight other than those specifically authorised by RFS;
  - (b) any flights required to train Flight Crew, periodically test systems or maintain readiness;
  - (c) initial positioning of the Aircraft at the Nominated Operational Base at the commencement of any Service Period, or re-positioning of the Aircraft from the Nominated Operational Base at the conclusion of any Service Period;
  - (d) any positioning or re-positioning of the Aircraft to or from the Nominated Operational Base of the Aircraft where the Aircraft is to be, or has been, utilised in the private interests of the Contractor;
  - (e) any flight carried out in the private interests of the Contractor or the Flight Crew, nor any flight conducted in connection with the servicing, maintenance or substitution of the Aircraft, nor any flight conducted in connection with replacement or substitution of Flight Crew;
  - (f) time where the Contractor elects to keep the engine running, when not required by RFS;
  - (g) six operating hours for each Aircraft supplied in any Service Period, which may be used for training of RFS staff or for demonstrations. These hours will not be used by RFS for actual fire operations nor can they be used by the Contractor for required Flight Crew training; and

- (h) time where RFS requires the Aircraft to fly to confirm compliance with the provisions of the Contract.

## **6.8 Set Off**

- 6.8.1 The RFS may deduct from amounts which may be payable or which may become payable to the Contractor, any amount due from the Contractor to the RFS in connection with the supply of the Services.

## **6.9 Damages**

- 6.9.1 Without limiting any other rights of RFS under this Contract or at law, if:
  - (a) all of the Services are not available by the commencement of any Service Period; or
  - (b) some of the Services stipulated by the Contract become unavailable during any Service Period, except as otherwise provided by the Contract; or
  - (c) Aircraft do not respond during any Service Period as required in the Contract, except as otherwise provided in the Contract;then RFS may procure the Services from an alternative provider at its discretion and RFS shall be entitled to recover from the Contractor, or deduct from monies due to the Contractor, the amount which RFS expended to procure the Services from the alternative provider.

## **6.10 Survivorship**

- 6.10.1 The provisions of this Contract shall not merge or terminate upon expiration or termination of this Contract, except where expressly stated otherwise, but shall continue and endure for the benefit of RFS.

# **7. THE CONTRACT**

## **7.1 Contract Period**

- 7.1.1 The Contract shall be for the period specified in Schedule 2 unless cancelled or modified in accordance with the provisions of this Contract.

## **7.2 Contract Variation**

- 7.2.1 No agreement or understanding to vary this Contract shall be legally binding upon either party unless it is in writing and signed by duly authorised representatives of both parties.

## **7.3 Not Used**

## **7.4 Contract Prevails**

- 7.4.1 To the extent that there is any inconsistency between a Purchase Order and this Contract, the terms of this Contract will prevail.

## **7.5 Contract Price Revision**

- 7.5.1 Contract Price revision shall be in accordance with Clause 4 of Schedule 3.

**7.6 Annual Contract Review**

- 7.6.1 Upon conclusion of each Service Period, RFS shall within sixty days conduct a review of Contract arrangements. The objectives of this review shall include, but not be limited to:
- (a) determining whether Contract arrangements best meet the needs of RFS;
  - (b) determining whether any amendments or variations should be made to the Contract to improve delivery of the Services; and
  - (c) determining whether the Contract should continue to the next Service Period.
- 7.6.2 The Contractor shall be available to participate in each such review and shall make available such information as may be required by RFS, at no cost to RFS.
- 7.6.3 The Contractor may make such submissions to RFS as the Contractor considers relevant to each review.
- 7.6.4 Findings of each review shall be made available to the Contractor for comment within forty five days of the conclusion of each review.
- 7.6.5 The parties shall co-operate to implement any amendments or variations to the Contract or Contract arrangements that arise from the review and that RFS may consider desirable.
- 7.6.6 Nothing in this clause shall prevent any other reviews of Contract arrangements as RFS may from time to time consider desirable.

**7.7 Termination or Reduction of Contract**

- 7.7.1 RFS may terminate the Contract at the absolute discretion of RFS by giving the Contractor seven days notice in writing if:
- (a) the Contractor fails to carry out the work or perform the Services stipulated by this Contract; or
  - (b) adequate safety precautions are not observed by the Contractor, the Contractor's agents or sub-contractors or employees.
- 7.7.2 RFS may terminate the Contract at the absolute discretion of RFS at any time and without notice if the Contractor at any time:
- (a) commits any material breach or persistent breaches of any of the provisions of the Contract; or
  - (b) is guilty of any grave misconduct or wilful neglect in the discharge of duties under the Contract; or
  - (c) is the subject of proceedings taken to wind up the affairs of the Contractor (except for the purposes of reconstruction or amalgamation), or if the Contractor should enter voluntary or compulsory liquidation or have a receiver, administrator or manager appointed; or
  - (d) if in RFS's opinion there is a change in the identity of any of the persons who are able to control:
    - (i) the composition of the board of directors or the governing body of the Contractor;
    - (ii) more than half of the voting rights attaching to the capital of the Contractor;

- (iii) more than half of the issued capital of the Contractor (excluding any part of that capital that carries no right to participate beyond a specified amount in a distribution of either profit or capital), including the acquisition by any means by a person of a relevant interest (as defined in the Corporations Act) in shares of the Contractor that is sufficient to allow that person either one or jointly with others to exercise the control referred to in paragraphs (i) or (ii) above.

7.7.3 In the event of RFS terminating this Contract pursuant to clauses 7.7.1 or 7.7.2 above, the Contractor shall not have any rights against RFS whatsoever arising out of such termination provided that RFS shall be liable to pay the Contractor any fees due to the Contractor up to the date of termination.

7.7.4 Circumstances other than the Contractor's failure to meet contractual requirements (as specified in clauses 7.7.1 through 7.7.3 inclusive above) may arise where it is desirable for RFS to terminate the Contract, or may arise where it is desirable for RFS to reduce the Contract. Such circumstances may include, but are not limited to:

- (a) newer technology or equipment capable of performing the required tasks at lower net cost becomes available; or
- (b) RFS, after a period of experience, considers that the Aircraft or Contract arrangements are not suited to efficient or effective conduct of the Services required.

7.7.5 RFS may terminate or reduce the Contract at RFS's convenience by giving one calendar month's notice in writing to the Contractor.

7.7.6 Upon service by RFS of notice of termination or reduction, the Contractor shall forthwith do everything possible to mitigate losses consequent upon any such termination or reduction.

7.7.7 Where this Contract is terminated or reduced pursuant to clause 7.7.4, RFS shall pay such compensation as is fair and reasonable in respect of any actual loss or damage sustained by the Contractor as an unavoidable consequence of the said termination or reduction, provided always that RFS shall not be required to pay for loss of prospective profits or any amount representing any element of a standing charge applicable on or after the date upon which the said termination or reduction is applicable, other than as required under clause 7.7.8.

7.7.8 If the Contractor has advised RFS in writing that its mobilisation and demobilisation costs are amortised and form part of the Standing Charge, RFS will pay a proportion of the mobilisation and demobilisation costs of the Contractor in accordance with the following formula:

$$SCR = MC(EP/AP)$$

where:

SCR = the Standing Charge payable under clause 7.7.8

MC = the mobilisation and demobilisation costs of the Contractor

EP = the number of days remaining in the Service Period on the date that this Contract is terminated under clause 7.7.4; and

AP = the minimum number of days in the Service Period.

**7.8 Waiver**

- 7.8.1 Failure by a party to enforce a provision of the Contract is not to be construed as a waiver of the provision.

**7.9 Force Majeure**

- 7.9.1 If a Force Majeure event occurs and prevents a party (in this clause the "Affected Party") from performing in full any of its obligations under this Contract, the Affected Party must notify the other party of the nature of the Force Majeure event, at the time of its commencement and likely duration and the extent to which its obligations are affected.
- 7.9.2 Provided that the Affected Party notifies the other party in accordance with this clause as soon as practicable after it becomes aware of a Force Majeure event, its obligations under the Contract are suspended to the extent that the Affected Party is prevented from performing them.
- 7.9.3 The Affected Party must use its reasonable endeavours to overcome the effect of a Force Majeure event notified to the other party under clause 7.9.1.
- 7.9.4 If a Force Majeure event occurs which prevents the Contractor from performing all or any of the Services, RFS may make alternative arrangements for the provision of the Services or any part of them until the Force Majeure event is overcome and RFS may offset the reasonable costs of doing so against any amounts payable to the Contractor during the period.

**7.10 Applicable Law**

- 7.10.1 This Contract shall be governed by the laws of the State of New South Wales and the parties hereto submit to the jurisdiction of its courts.

**7.11 Disputes**

- 7.11.1 The parties agree that any party to this Contract claiming that a dispute has arisen shall, not later than fourteen days after the dispute has arisen, notify the other party of the matters in issue.
- 7.11.2 Subject to the provisions of clause 7.11.1 the designated representatives of the parties who have the authority to negotiate a settlement to the dispute shall resolve the dispute within fourteen days of the notification provided in clause 7.11.1.
- 7.11.3 If the dispute is not resolved in the time provided for in clause 7.11.2 then the parties must within a further seven days agree on a process for resolving the dispute either:
- (a) through an independent expert in the field agreed upon by the parties, who shall be considered to be acting as an expert not as an arbitrator; or
  - (b) by referring the dispute for expert appraisal at the Australian Commercial Disputes Centre Limited or its successors.
- 7.11.4 In the event that the independent expert or the Australian Commercial Dispute Centre fails to resolve the dispute, the parties may proceed to litigation.
- 7.11.5 The parties shall continue to perform their respective obligations under this Contract pending resolution under this clause 7.11.
- 7.11.6 The parties shall not oppose any application for interlocutory relief pending resolution of a dispute under this clause 7.11.

**7.12 Entire Agreement**

- 7.12.1 Except as otherwise provided in this clause 7.12, this Contract contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this Contract and has no further effect.
- 7.12.2 The Contractor agrees to be bound by the representations and warranties made by it in the following documents relating to the subject matter of this Contract:
- (a) the Contractor's Tender in response to RFT 0501667; and
  - (b) all other documents provided by the Contractor to RFS in relation to the subject matter of this Contract.

**7.13 Enforcement by RFS for the Agencies**

- 7.13.1 The Contractor acknowledges that:
- (a) this Contract is entered into by RFS on behalf of itself and on behalf of the Agencies as a trustee; and
  - (b) RFS may enforce this Contract on behalf of itself or any or all of the Agencies.
- 7.13.2 For the purposes of this Contract, the Contractor agrees that all losses, liabilities, debts, costs or expenses of every kind incurred or sustained by Agencies are deemed to be incurred or sustained by RFS and any remedy available in respect of those matters may be claimed or exercised by RFS.

**7.14 Benefit and Survival of Indemnities**

- 7.14.1 The parties agree that all indemnities and releases given by the Contractor in this Contract are, to the extent that they benefit RFS, held by RFS on behalf of the Agencies on trust for each of them and can be enforced by RFS on behalf of each of them.
- 7.14.2 Each indemnity in this Contract is a continuing obligation, separate and independent from the other obligations of the parties and survives termination of this Contract.
- 7.14.3 It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity conferred by this Contract.

**7.15 Contractor Warranties**

- 7.15.1 The Contractor hereby warrants that:
- (a) the Services shall be carried out with all due care and skill and in accordance with the highest applicable professional standards, principles and practices;
  - (b) it and the Flight Crew and Crewpersons have the accreditation or membership of professional or other bodies required to provide the Services and that it will use its best endeavours to maintain such accreditation or membership;
  - (c) it has established, and will comply with and maintain, the quality assurance measures set out in this Contract and the Schedules; and
  - (d) the representations which it has made in the Tender and in all other documents provided by the Contractor to RFS in relation to the subject matter of this Contract as to the structure, viability, reliability, insurance cover,

capacity, experience and expertise of the Contractor and its employees, agents and sub-contractors are correct.

#### **7.16 Severance**

- 7.16.1 If a provision in this Contract 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.
- 7.16.2 If it is not possible to read down a provision as required in this clause, that provision is severable without affecting the validity or enforceability of the remaining part of that provision or the other provisions in this Contract.

#### **7.17 No Relationship**

- 7.17.1 No party to this Contract has the power to obligate or bind any other party. Nothing in this Contract will be construed or deemed to constitute a partnership, joint venture or employee, employer or representative relationship between RFS and the Contractor. Nothing in this Contract will be deemed to authorise or empower the Contractor to act as agent for or with RFS.

### **8. CORRESPONDENCE & COMMUNICATION**

#### **8.1 Notices**

- 8.1.1 Except where the context otherwise requires, all notices, requests, approvals, consents, demands and other communications to or by a party to this Contract:
- (a) shall be in writing addressed to the recipient specified in this clause 8 or to such other address as it may have been notified to the sender; and
  - (b) be deemed to be duly given or made in the case of delivery in person or by post, facsimile or email when delivered to the recipient at such address.
- 8.1.2 The recipient and address of RFS for the purposes of this clause is:
- (a) Manager Aviation  
NSW Rural Fire Service  
Locked Bag 17  
GRANVILLE NSW 2142
  - or
  - (b) facsimile 02 8741 5301, provided that any communication by facsimile is confirmed by supplying the original document to the address specified above within three days of the facsimile communication.
  - or
  - (c) email [maryanne.carmichael@rfs.nsw.gov.au](mailto:maryanne.carmichael@rfs.nsw.gov.au) provided that any communication by email is followed by the supply of the original of any documents attached to the email, to the address specified above, within three days of the email communication.



8.1.3 The recipient and address of the Contractor for the purposes of this clause is:

(a) Contract Manager – (postal address)

or

(b) Contract Manager – (physical location)

or

(c) Contract Manager  
facsimile ..... provided that any communication by facsimile is confirmed by supplying the original document to the address specified above within three days of the facsimile communication.

or

(d) Contract Manager  
email .....provided that any communication by email is confirmed by supplying the original of any documents attached to the email to the address specified above, within three days of the email communication.

## **9. FURTHER ACTS**

9.1 The parties shall promptly each do and perform such further acts and execute and deliver such further instruments as are required by law or reasonably requested by the other party to establish, maintain and protect the respective rights and remedies of the other party and to carry out and effect the intent and purpose of this Contract.

**10. APPROVAL**

IN WITNESS WHEREOF the parties have executed this agreement.

**EXECUTED** by **NSW Rural Fire Service** by )  
 being signed by those persons who )  
 are authorised to sign for RFS: )  
 )

Commissioner

Full name

Usual address

Executive Director

Full name

Usual address

**THE COMMON SEAL** of xxxxxxxxxx was  
 affixed in the presence of the  
 authorised persons:

\_\_\_\_\_  
 Signature of director

\_\_\_\_\_  
 Signature of Commissioner

\_\_\_\_\_  
 Name of director

\_\_\_\_\_  
 Name of Commissioner

**SCHEDULE 1: GENERAL**

1. Execution Date :.....
2. Commencement Date:.....
3. Contractor and Address:.....  
.....  
.....  
.....  
.....
4. Contract Manager:.....  
.....  
.....

## **SCHEDULE 2: CONTRACT PERIOD, SERVICE PERIODS AND TRAINING PERIODS**

### **1. CONTRACT PERIOD**

- 1.1 The Contract shall be for the period commencing from 1 September 2006 and shall continue thereafter until 31 August 2013 unless extended, cancelled or modified in accordance with the provisions of this Contract.

### **2. CONDITIONS PRECEDENT DEADLINE DATE**

- 2.1 The Conditions Precedent Deadline Date for this Contract is: (agreed date to be included here)

### **3. SERVICE PERIODS**

- 3.1 During the Contract Period the Aircraft is required to be available, fully meeting the provisions of this Contract during the Service Periods defined as follows:
- 3.1.1 A Service Period of the specified length is expected to occur in each year of the Contract. A Purchase Order is issued at the commencement of the Contract, covering the full Contract Period. The actual commencement date of each Service Period is then notified to the Contractor the specified number of days in advance (Notice Period).
- 3.1.2 Each Service Period shall be a continuous period of a minimum of 12 weeks (see Service Requirements Summary at Annexure 3 to Schedule 4 for details re Service Periods for each Item), commencing when notified according to the requirements of this Contract.
- 3.1.3 Additional Service Periods outside of the Fire Season may be required and will be negotiated by mutual agreement within the overall terms of the Contract.
- 3.2 Each Service Period shall commence on a date notified to the Contractor by RFS no less than (refer to Service Requirements Summary attached at Annexure 3 to Schedule 4 for the Notice Period for each Item) days in advance unless agreed otherwise by both RFS and the Contractor.
- 3.3 Service Periods may be extended by periods of not less than one day, at the discretion of RFS, by a notice to the Contractor at least seven days in advance.

### **4. TRAINING PERIOD**

- 4.1 The requirement for Aircraft to be available for a training period is preferred and will be determined as part of the evaluation of tenders.
- 4.2 A training period would normally be a period of four to six weeks in the months preceding the likely commencement of a Service Period or at other times during the Service Period. During this period it is likely that the Aircraft would only be required for a few days in total, to participate in training exercises conducted by RFS.
- 4.3 Tenders must clearly indicate if the tendered aircraft is available or not available for training periods. Tenders should indicate availability at other times during the year.
- 4.4 The training period will only be included here for those Aircraft contracted to be available for a training period.

### **SCHEDULE 3: CONTRACT PRICE**

#### **1. STANDING CHARGES**

1.1 Standing Charges in AUD per day will be detailed here, as follows:

1.1.1 Standing Charge per day for the Service Period.

1.1.2 Standing Charge per day for extensions to the Service Period.

#### **2. OPERATING CHARGE/S**

2.1 Operating charge/s in AUD per hour will be detailed here.

#### **3. OTHER CHARGES**

3.1 Charges such as those for:

3.1.1 Optional additional capabilities

3.1.2 Per km rates for fuel truck when required to fuel other aircraft, or when Aircraft required to operate outside 150km radius will be detailed here.

3.1.3 Charge per hour for Refueller when required beyond 10 hours.

#### **4. VARIATIONS TO CONTRACT PRICE**

##### **4.1 Annual CPI Variation - Mandatory**

4.1.1 On the first day of September each year during the Contract Period except the first year, Contract Prices will be varied by the percentage movement in the Sydney CPI for the previous twelve months.

##### **4.2 Fuel Price Variation (Wet Hire Prices only) - Mandatory**

4.2.1 The Benchmark Fuel Price (BF) is \$x.xx/litre. (Benchmark Fuel Price will be specified here. The Benchmark Fuel Price will be agreed between RFS and the Contractor at the time of executing the Contract, based on fuel price information provided in the Tender.)

4.2.2 The source of the Reference Fuel Price (RF) will be: (Source of Reference Fuel Price will be specified here – the Reference Fuel Price will be a published aviation fuel price, equivalent to a terminal gate price applicable in NSW).

4.2.3 Benchmark Fuel Prices and Reference Fuel Prices include GST and other applicable taxes.

4.2.4 The Benchmark Fuel Consumption (FC) is xxx litres per hour. (Benchmark Fuel Consumption is the average rate of fuel consumption in cruise flight per hour as tendered.)

- 4.2.5 On the first day of each calendar month during each Service Period, if the Reference Fuel Price increases from the Benchmark Fuel Price by more than \$0.05, the Operating Charge applicable for that calendar month will be adjusted as follows:

$ROC = OC + ((RF - BF - 0.05) FC)$  where ROC is the Revised Operating Charge, applicable for that calendar month; and OC is the Operating Charge defined in Clause 2 of this Schedule.

- 4.2.6 Where the Reference Fuel Price falls below the Benchmark Fuel Price, then:

$ROC = OC + (RF - BF + 0.05) FC$ .

(For example: The Benchmark Price is \$1.00 per litre, and the Reference Price on the 1<sup>st</sup> February is \$1.20 per litre. The specified Operating Charge is \$1000.00 per hour and the Benchmark Fuel Consumption is 300 litres per hour. The Operating Charge applicable for the month of February will now be \$1045.00 per hour.)

- 4.2.7 In summary, Fuel Price Variation allows for the fuel price to vary by plus or minus 5 cents without affecting the Operating Charge. The Operating Charge is revised, once per month, according to any rise or fall in the fuel price that is in excess of 5 cents.

- 4.2.8 Fuel price variations apply in addition to other variations. It should be noted that the Benchmark Fuel Price will also be varied by the appropriate percentage.

### 4.3 Exchange Rate Variation - Optional

This Clause will only be included if the Contractor elected in their Tender to exercise exchange rate variations.

- 4.3.1 The Contract Price will only be varied in accordance with variations in the rate of exchange between the USD and the AUD.
- 4.3.2 Contract Prices for any Service Period during the first year of the Contract Period are fixed and will not be varied in accordance with this Clause.
- 4.3.3 The Benchmark Exchange Rate (BER) is AUD1.00=USDx.xx (The Benchmark Exchange Rate will be specified here. The Benchmark Exchange Rate will be agreed between RFS and the Contractor at the time of executing the contract, based on information provided in the Tender).
- 4.3.4 The source of the Reference Exchange Rate (RER) will be the Reserve Bank of Australia's representative mid-point calculation quoted at [http://www.rba.gov.au/Statistics/exchange\\_rates.html](http://www.rba.gov.au/Statistics/exchange_rates.html) or its successor, for the day immediately preceding the day on which the Contract Prices are varied.
- 4.3.5 The Price Variation Percentage (PVP) is xx% (The Price Variation Percentage will be specified here. The Price Variation Percentage rate will be agreed between RFS and the Contractor at the time of executing the Contract, based on information provided in the Tender, and specifies the proportion of the Contract Price subject to variation. PVP is to be specified separately for Standing Charges and Operating Charges).

- 4.3.6 On the first day of August each year during the Contract Period, except the first year, if the Reference Exchange Rate increases from the Benchmark Exchange Rate by more than \$0.05, the Contract Prices applicable to any Service Period occurring in the subsequent twelve months will be adjusted as follows:

$RCP = CP + \{(RER - BER - 0.05)PVP / 100CP\}$  where RCP is the Revised Contract Price, applicable for the subsequent twelve months; and CP is the relevant component of the Contract Price defined in this Schedule.

- 4.3.7 Where the Reference Exchange Rate falls below the Benchmark Exchange Rate, then:

$RCP = CP + \{(RER - BER + 0.05)PVP / 100CP\}$ .

(For example: The Benchmark Exchange Rate is 0.75 [AUD1.00 = USD0.75] and the Reference Exchange Rate on the 31<sup>st</sup> July is 0.83. The specified Daily Standing Charge for that year is \$2000.00 per day and the Price Variation Percentage is 75 i.e. it was agreed that 75% of the cost of providing the service depends on the value of the AUD with respect to the USD. The Standing Charge applicable for any Service Period in the subsequent 12 months will be now be \$1955.00 per day.) The same formula would be applied to Operating Charges, if applicable.

In summary, Exchange Rate Variation allows for the AUD to vary by plus or minus 5 U.S. cents without affecting the Prices. The Prices are revised once per year according to any rise or fall in the AUD that is in excess of 5 U.S cents.

#### **4.4 Applications for Price Variation**

- 4.4.1 The Contractor must apply in writing to the RFS to vary Contract Prices. Such application is to be made at least four weeks prior to the effective date of the revised Prices. Sufficient documentation to justify applications for Price variation must accompany the application.
- 4.4.2 Subject to the Contractor having provided RFS with sufficient documentation, RFS will, in writing, approve or reject a Price variation within four weeks of lodgement of the application.

#### **5. FUEL PURCHASED FROM RFS OR AN AGENCY (Wet Hire Prices only)**

- 5.1.1 If the RFS or an Agency purchases fuel which is used by the Contractor, the Contractor will be separately billed and liable for the cost of that fuel. The price of the fuel will be as follows:
- 5.1.2 in relation to fuel supplied at a commercial airport and paid for by RFS or an Agency, the price will be based on the posted airport price at the time the fuel was provided; and
- 5.1.3 in all other situations, the price will be based on the posted price at the closest commercial airport plus a margin of 20% to cover the RFS's or the Agency's handling and administrative costs.

#### **6. ADDITIONAL AIRCRAFT**

- 6.1 If required, and subject to availability, additional Aircraft (of a similar make and model) will be provided by the Contractor to RFS at the rates detailed in this schedule. Excess mobilisation/demobilisation costs will be reimbursed to the Contractor at cost, provided that RFS has agreed to the quantum of those costs prior to engagement of the additional Aircraft.

## **SCHEDULE 4: AIRCRAFT & NOMINATED OPERATIONAL BASE**

### **1. CONTRACT AIRCRAFT:**

1.1 Make and model and year of manufacture:

1.2 Registration:

1.3 Engine Type:

1.4 Firebombing Delivery System:

1.5 Winch *(if applicable)*:

### **1.6 Multi-Engine Performance Specification – Helicopters**

1.6.1 This Contract requires a multi-engine helicopter to improve the safety of operations while carrying Agency personnel. The performance requirement considers the likely environment and balances the practicalities of one engine inoperative performance and the load carrying capacity of the Aircraft.

1.6.2 The requirements are:

- (a) The helicopter payload capability with the helicopter capable of maintaining at least 100ft/min rate at Vyse of climb OEI to 5,000ft then 50ft/min to 7,000ft at ISA+15, ISA+20, ISA+25, and ISA+30.
- (b) The RFS requires the application of a minimum 5% power margin to hover out of ground effect performance data to account for turbulence as well as arrival and departure profiles.

1.6.3 Flight manual/pilot notes. When submitting your Tender, applicants are to include two copies of the limitations and performance sections of the proposed helicopter's flight manual or handling/pilot's notes. This should include any loading diagrams and information relating to fuel capacities and fuel flows.

1.6.4 Helicopter takeoff and arrival techniques. Tenderers are also to include two copies of the relevant extracts of the Operations Manual and/or associated Training Manual that have any reference to the helicopter's operation in relation to takeoffs, landings, en-route performance and OEI performance. This includes, but is not limited to, any guidance provided on departure profiles, power assurances and the handling of OEI conditions.

1.6.5 OEI training. Tenderers are to also supply details of the initial and ongoing training provided to pilots in the conduct of OEI and other emergency scenarios. Include details of other emergency/malfunction initial and ongoing training.

1.6.6 Hover performance. Include details of any operator-increased performance margins applied to meet turbulence allowance and departure profile (minimum 5%).

1.6.7 The data should clearly show the following details for 60 minutes and 90 minutes flight time (excluding fixed and initial variable reserve):

- (a) the basic weight of the helicopter,
- (b) the weight of mission equipment including winch and tank (or bucket),
- (c) the weight allowed for the pilot and Crewperson (if carried),



- (d) the weight of a fixed reserve of 20 mins fuel,
- (e) the weight of a variable fuel reserve of 15%,
- (f) the weight of flight fuel, and
- (g) the weight of fire fighters and their personal gear (@110kgs each)
- (h) the weight of team equipment @ 30kgs.
- (i) Tenderers are to supply copies of the relevant performance data and of the Operations Manual and/or Training Manual that details how the extra performance margin is applied. Although the RFS requires a minimum 5% extra margin applied to HOGE performance, applicants may choose to apply a greater margin if it is considered warranted.
- (j) A blank performance proforma which allows for tabulation of the above data is included in Part C and is to be returned with the Tender.

## **1.7 Performance Requirements – Fixed Wing Aircraft**

- 1.7.1 Tenderers are to provide tabulated data to demonstrate the performance characteristics of the aircraft tendered. This is to include consideration of variables such as density altitude, fuel and runway lengths.
- 1.7.2 Tenderers should consider the use of CASA EX33/2004 in calculating the maximum takeoff weight for their tendered aircraft. Tenderers are reminded that EX33/2004 does not provide relief from any airframe limitations apart from the maximum takeoff weight.
- 1.7.3 If tenderers use the provisions of EX33/2004, they should set out the method they have used to calculate the maximum takeoff weight for their aircraft. Further, tenderers should consider the ramifications in the event that EX33/2004 is withdrawn.
- 1.7.4 Tenderers may be requested to provide additional information to clarify the tendered aircraft's performance.

## **2. NOMINATED OPERATIONAL BASE**

- 2.1 The Nominated Operational Base is  
  
Nominated Operational Base to be inserted here.
- 2.2 RFS reserves the right to nominate an alternate Nominated Operational Base for the Aircraft, if considered necessary, no less than 56 days prior to the commencement of any Service Period.
- 2.3 **Logistics Support**
  - 2.3.1 This will contain details of the agreed items of support to be provided by the Contractor under the Contract. This will include a refuelling capability (mandatory), field service capability (mandatory) and a tanker for the carriage and loading of fire suppressant/retardants (preferred). The Tenderer is to provide full details of these items here.

### **3. AIRCRAFT SPECIFICATIONS**

#### **3.1 General**

- 3.1.1 Aircraft shall be in good condition and maintained in accordance with requirements of CASA and the civil aviation regulatory authority of the country of registration.
- 3.1.2 Any substitute or additional Aircraft provided shall have the performance, range, endurance, load and lifting capacity at least equivalent to the Aircraft, in good condition, as specified in this Contract.
- 3.1.3 The Contractor shall be responsible for equipping the Aircraft to meet the requirements of this Contract and to carry out the Services required, and shall also be responsible for arranging all appropriate and necessary approvals and authorisations.
- 3.1.4 The Contractor shall ensure that the Aircraft is “stripped down” of equipment not applicable to the provision of Services under this Contract, in order to maximise load carrying ability.

Note: RFS will select aircraft which generally conform with the guidance provided in the NAFC Standards OPS001, OPS002, OPS003, PR001, PR002 and PR003 and the NSW aircraft performance requirements attached to this Schedule 4 and the information contained in this Contract (See also Schedule 1 to this Part).

- 3.1.5 The Aircraft shall have an on-board system for continuously monitoring and recording a range of flight, aircraft and engine parameters. The system shall store the records for downloading and shall maintain the records for at least 30 days. Recording devices will be required to be fitted to aircraft to provide documentary evidence of a range of engine and flight parameters. GPS marking systems may provide supplementary information. This is not envisaged to be a flight data recorder used for transport category aircraft. It will be a low-cost, tamperproof device capable of providing electronic data on request. The information from the device will be used to demonstrate compliance with the flight manual requirements and for aircraft billing purposes.

#### **3.2 Firebombing Operations**

- 3.2.1 Aircraft shall be equipped with the firebombing delivery system specified in para 1.4 of this Schedule. Details of this system are to be supplied in Part C.
- 3.2.2 The Aircraft shall be equipped with a firebombing delivery system that is approved for use on the Aircraft by the RFS.

Important! Given the range of delivery systems and aircraft types available for aerial fire fighting, many with subtle variations between models, it has been found necessary to approve each individual aircraft/delivery system combination. Australian fire and land management agencies are currently co-operating to develop a common system for testing and approval. However, further research and development is required before this approach is fully implemented.

Tenderers may offer delivery systems that do not yet have approval of RFS. However, any such system will need to be approved or provisionally approved before any contract is executed with a successful Tenderer. The NAFC Standards OPS001, OPS002, OPS003, PR001, PR002 and PR003 attached to this Schedule 4 and the information contained in this Contract provide guidance as to the criteria that will need to be met before any aircraft/delivery system combination can be approved. Tenderers should note carefully that there may be a requirement for higher ranked Tenderers to undergo approval testing to demonstrate, at the expense of the Tenderer, conformance with the approval criteria prior to acceptance of any particular Tender.

Tenderers should also carefully note that approval of an Aircraft/delivery system combination means that that combination meets a minimum standard but does not necessarily mean that it meets all the requirements of this RFT.

- 3.2.3 The Aircraft shall have an on-board electronic event recording system that records the amount of water or foam or retardant delivered, the time of delivery and the position of the Aircraft at the time of delivery. The system shall store the records for downloading to a personal computer or similar device and shall maintain the records for at least 30 days after the recorded event. The records shall be available upon request to an Authorised Officer of RFS in electronic format as a comma separated values (CSV) file.  
The pilot is to be equipped and trained to manipulate such output files and to be capable of delivering this data when deployed and on a daily basis. This is to include the ability to email such files when possible.

This clause sets out the minimum requirements of an event recording system – systems with greater capabilities are preferred.

- 3.2.4 Helicopters and fixed wing aircraft are to carry an on-board system of foam injection which may be supplemented by ground loading of foam during fixed wing operations. The Contractor is required to maintain stocks of approved firefighting foam at the NOB.
- Note: The use of foam during bombing operations is mandatory unless there are specific instructions to the contrary or there is risk of contamination of a waterway.
- 3.2.5 Aircraft and firebombing delivery systems shall be able to be loaded with, and shall be capable of delivering fresh and brackish water, and foam and retardant without impediment.
- 3.2.6 Helicopters and fixed wing aircraft capable of self filling shall be able to routinely self fill from salt water.
- 3.2.7 Fixed wing aircraft and tank equipped helicopters shall be capable of being ground filled with fire retardant slurry.
- 3.2.8 Helicopters shall be capable of hover filling with fire retardant slurry.
- 3.2.9 Tank equipped helicopters shall have an approved bucket available at the Nominated Operational Base and the capability to either:
- (a) attach the approved bucket without removing the tank; or
  - (b) to remove the tank and attach an approved bucket within one hour, using facilities and personnel normally available at the Nominated Operational Base.
- 3.2.10 Aerial firefighting tank and bucket systems shall at all times be maintained in good condition and shall include an effective seal to prevent any leakage of tank or bucket contents.
- 3.2.11 Aerial firefighting tank and bucket systems shall be kept clean and free of any chemical other than those prescribed by RFS. Tanks which have been used for any other chemical are to be cleaned with an appropriate agent prior to each Service Period.

### 3.3 Avionics and Communications

Considerable emphasis is placed on the provision of high quality communication systems. In assessing Tenders, particular attention will be paid to this aspect. Further, in approving Aircraft to commence or continue work, particular attention will be paid to communication facilities, including the quality of installation and quality of communications. Aircraft not meeting required standards at any time immediately prior to or during any Service Period will be considered "Not available".

- 3.3.1 The Aircraft is to meet the avionics specifications of the RFS, a copy of which is provided at Annexure I to this schedule.
- 3.3.2 The installation of all radios, avionics, telephones, public address systems, and associated equipment and systems shall be in accordance with civil aviation and telecommunications legislation.
- 3.3.3 The Contractor shall ensure all necessary approvals and authorisations are obtained for the installation and operation of all radios, avionics, telephones, public address systems, tracking systems, and associated equipment and systems.
- 3.3.4 The Contractor shall ensure that any auxiliary radio installation is properly maintained throughout any Service Period.
- 3.3.5 Aircraft shall be equipped with at least one fully installed, impact-operated Emergency Locator Transmitter (ELT):
- (a) capable of transmission on 121.5 Mhz, and 406 Mhz;
  - (b) located in an accessible position within the Aircraft, clearly indicated by prominent signs on both the inside and outside of the Aircraft; and
  - (c) capable of being removed and operated independently from the Aircraft.
- 3.3.6 Aircraft shall be equipped with at least one Secondary Surveillance Radar (SSR) transponder with Mode C operation with the installation approved by CASA, and shall operate the transponder in Mode C at all times when flying.
- 3.3.7 Aircraft shall be equipped with at least two properly installed independent 720 channel, 118 Mhz to 136.5 Mhz VHF-AM "COMM" transceivers (handheld transceivers are not acceptable).
- 3.3.8 Aircraft shall be equipped with:
- (a) two radio transceivers ("auxiliary radios") specified by the RFS (hand held transceivers are not acceptable); and
 

Auxiliary radio installation arrangements that allow for rapid, straightforward swapping of Agency transceivers are strongly preferred. Tenderers are strongly encouraged to develop installations that use "intelligent" interfacing, and allow one radio "brick" to be quickly substituted for another.

Tenders must supply details of proposed auxiliary radio installation arrangements, with particular emphasis on provision for changing of radios if necessary.
  - (b) for helicopters, one CDMA roaming to satellite mobile telephone service active on a network acceptable to RFS.
  - (c) for fixed wing, one CDMA mobile telephone service active on a network acceptable to RFS. Note that industry developments during the Contract period may require the replacement of this phone.
- 3.3.9 The Contractor is responsible for the fitting and installation of any radios and aerials supplied by the RFS including:
- (a) obtaining necessary approvals required by CAR35;
  - (b) supplying suitable power (regulated, protected 13.8V of at least 8A to each transceiver, via a MS 3102 16 S 4 S socket);
  - (c) supplying any additional wiring, plugs, cabling etc. that may be necessary for any particular installation;

- (d) provision of aerial wiring and bases (5/16", 26tpi);
  - (e) integration into the Aircraft electrical and audio systems, including the provision of sidetone; and
  - (f) ongoing maintenance of the installation.
- 3.3.10 The Contractor shall ensure that the installation of auxiliary radios conforms to CASA and RFS standards. Particular attention is to be paid to:
- (a) accessibility and ergonomics for users;
  - (b) siting of radios and wiring to protect against knocks, abrasion, temperature extremes, weather etc.;
  - (c) siting of aerials to assure high quality communications;
  - (d) quality of power supply;
  - (e) quality of wiring, connectors etc.; and
  - (f) quality of interfacing to audio systems, in particular the use of "intelligent" interfacing that automatically compensates for different microphone and headset characteristics etc. and that reduces acoustic and electrical noise.
- 3.3.11 Aircraft shall be equipped with at least one functional ADF system installed to CASA Standards. (This requirement may be waived if two acceptable independent GPS systems are installed).
- 3.3.12 Aircraft shall be equipped with fully independently controlled, commercially designed and manufactured, audio switching facilities serving all pilot positions and which provides transmit and receive access to:
- (a) all aeronautical VHF-AM "COMM" transceivers;
  - (b) auxiliary radios; and
  - (c) the mobile telephone;
- and provides receive access to:
- (d) the ADF receiver(s), if installed; and
  - (e) any other navigational equipment requiring audio reception.
- 3.3.13 Audio switching facilities shall enable all pilot positions to simultaneously and separately monitor all transceivers specified and to simultaneously and separately transmit on the transceivers specified without removing or changing helmets or audio plugs.
- 3.3.14 Helicopters shall be equipped with high quality headsets or helmets, connected by an intercom system which shall provide, without changing headsets or helmets:
- (a) communication between the pilot, the co-pilot position and, in the case of a helicopter capable of carrying passengers, to all other positions in the Aircraft;
  - (b) the ability to isolate pilot to co-pilot position communications from the other positions whilst still permitting communication between the other positions, with the isolate switching accessible to pilot, co-pilot and at least one other position; and
  - (c) provides at least two positions with floating headset/helmet leads which will allow unrestricted movement around the Aircraft cabin.

- 3.3.15 Where required by RFS, helicopters shall be equipped with at least one approved high quality flight helmet (approved helmets are the Gentex SPH5 or Alpha equivalent) with built in headsets and noise cancelling boom microphones for use by an Air Attack Supervisor or other Agency member.
- 3.3.16 Helicopters shall be equipped with a public address system capable of transmitting intelligible messages from the pilot and co-pilot position to the ground from a height of 500 feet above ground level.
- 3.3.17 Aircraft shall be equipped with a siren system capable of alerting crews on the ground from a height of 500 feet above ground level and installation approved by CASA.
- 3.3.18 Both the siren and the public address system must be wired to CASA requirements into a protected power supply separate to that specified in clause 3.3.4 (Intercom system) to this Schedule 4.
- 3.3.19 All members of the Flight Crew of the Aircraft shall carry a CDMA mobile telephone (or replacement system when available). (Personal telephones may be switched off when the Aircraft is operating, but they should still be carried at all times and switched on when coverage is available and the Aircraft is not operating.)

#### **3.4 Global Positioning and Tracking Systems**

- 3.4.1 Aircraft shall be fitted with at least one high quality aviation GPS receiver installed to CASA requirements and of a type acceptable to RFS, and which is:
  - (a) capable of fixing the Aircraft position relative to the ground within plus or minus 0.1 nautical mile, in three dimensions;
  - (b) capable of providing continuous real time readout in latitude and longitude;
  - (c) capable of providing continuous real time readout in Universal Transverse Mercator (UTM) format using the GDA94 datum;
  - (d) capable of storing at least one hundred user defined waypoints;
  - (e) fitted with a data port enabling output in a standard "ASCII" format (preferably NMEA0183) via an RS232 or RS422 interface;
  - (f) supplied with a visual display, readable at the pilot and co-pilot (if applicable) positions; and
  - (g) supplied with an external aerial, suitably positioned to avoid airframe obstructions.
- 3.4.2 Aircraft will be fitted with a second GPS in accordance with the RFS avionics specification and in particular:
  - (a) providing continuous real time readout in Universal Transverse Mercator format using the GDA94 datum;
  - (b) fitted with a data port enabling output in a standard "ASCII" format (preferably NMEA0183) via an RS232 or RS422 interface;
  - (c) with a visual display, readable at the pilot and co-pilot (if applicable) positions; and
  - (d) with an external aerial, suitably positioned to avoid airframe obstructions.

- 3.4.3 Where required by an Agency the Aircraft shall also be fitted with a GPS aerial, GPS and radio modem supplied, on a loan basis by RFS, where the aerial location is suitable for high quality GPS signal reception and where the cable can be safely routed to the GPS and modem co-located with the agency radios. If required by the Agency, the on-loan GPS and associated equipment shall be returned to the RFS at the conclusion of each Service Period. All on-loan GPS and associated equipment shall be returned to the RFS at the conclusion of the Contract Period.
- 3.4.4 The Contractor is responsible for the fitting and installation of all GPS and tracking equipment required by this Contract including any aerials supplied including:
- (a) obtaining necessary approvals and authorisations;
  - (b) ongoing maintenance of the installation; and
  - (c) supplying any additional wiring, plugs, cabling etc. that may be necessary for any particular installation.
- 3.4.5 The Aircraft shall be equipped with an RFS approved Automatic Dependent Surveillance (ADS) device that records the position, altitude, speed and heading of the Aircraft at intervals of no greater than 90 seconds and transmits that information within 2 minutes via a communications system to an electronic information server that allows:
- (a) Authorised Officers of RFS to view the ADS information on the server via the Internet; and
  - (b) Authorised Officers of RFS to obtain the ADS data as a Comma Separated Values file from the server using File Transfer Protocol (FTP) or other protocol acceptable to RFS.
- 3.4.6 The Aircraft may be required to be fitted with ADS-B compatible equipment so as to provide real-time situational awareness of other aircraft in the vicinity and to assist in the tracking of aircraft. The Contractor is to work co-operatively during the life of the Contract to develop and operate this capability.
- 3.4.7 Note: Australian fire and land management agencies are currently co-operating to investigate the possibility of establishing a national standard Automatic Dependent Surveillance system or "aircraft resource tracking" system. Aircraft operators may expect that in the future, there will be a requirement for all aircraft engaged in aerial fire fighting to participate in an ADS system. It is intended that whatever system is established, it will allow operators of aircraft already participating in a third-party system to simply provide the appropriate data from their existing system, provided that certain standards are met. Particular attention will be paid to the timeliness of data delivery and to the coverage offered by the communications component of the system – that is any system will need to be able to reliably transmit the Aircraft's ADS data from low level in all locations where the Aircraft will normally be expected to operate.
- Systems specified above are minimum requirements and systems that offer greater capabilities than specified above will be preferred in evaluation. In particular RFS is interested in systems that will provide additional status information such as the volume of water or retardant remaining on-board, and systems that provide two-way messaging capability using the ADS communications link.
- Tenderers may wish to discuss options with RFS prior to tendering.
- 3.4.8 The RFS may require a mid-life refit of certain avionics and communications equipment at the completion year 4 of the Contract. This will facilitate modernisation and the incorporation of replacement technologies. RFS will negotiate this refit of equipment with the Contractor on the basis of cost plus 15% which will be incorporated into the Standing Charges.

### 3.5 Passenger Carriage

- 3.5.1 Where the service requirements of this Contract require that the Aircraft be capable of carrying passengers the Aircraft shall be equipped with CASA approved seating and seat belts to permit passenger seating to the normal carrying capacity of the Aircraft as agreed by the RFS.
- 3.5.2 All operations carrying passengers shall be conducted as Charter under the Visual Flight Rules (or under the Instrument Flight Rules if applicable and if the Aircraft is capable).
- 3.5.3 Helicopters with a floor height of greater than .5 metre shall have an approved personnel access step to ensure safe entrance and exit from each door of the helicopter. The step shall be covered in a non-slip material.
- 3.5.4 The RFS will determine the seating layout and maximum capacity for fireground operations after consideration of the requirements for role and safety equipment.
- 3.5.5 Helicopters will carry RFS approved briefing cards available to each passenger seat and which are to be included during the safety briefing.
- 3.5.6 Helicopter crews will make available additional earplugs for hearing protection and appropriate swabs for cleaning common-use equipment.
- 3.5.7 The Contractor is to provide a headset for each passenger position which is to be connected to the Aircraft intercom. The intercom and access to radios is detailed in the Avionics specification enclosed.
- 3.5.8 The requirement for multi-fit passenger helmets may become mandatory during the Contract period. RFS will negotiate this refit of equipment with the Contractor on the basis of cost plus 15% which will be applied to Standing Charges.
- 3.5.9 The Contractor is to provide additional safety and survival equipment as detailed in clause 3.9 and in accordance with the PCC of the helicopter.

### **3.6 Cargo Carriage and Long-Line Capability**

- 3.6.1 Helicopters shall have installed an approved cargo hook to CASA requirements.
- 3.6.2 Helicopters equipped with firebombing delivery systems that prevent the installation of cargo hooks shall:
  - (a) have the ability to remove the necessary components of the delivery system and install a cargo hook, using equipment and personnel reasonably available at the Nominated Operational Base; and
  - (b) shall have a suitable cargo hook reasonably available, or at the Nominated Operational Base.
- 3.6.3 Helicopters equipped with a cargo hook at any particular time shall carry at least one cargo net of a size appropriate to the external load capabilities of the helicopter, plus at least one strop and a set of appropriate swivels.
- 3.6.4 Helicopters equipped with a cargo hook at any particular time shall carry and be capable of utilising for the carriage of cargo or for firebombing with a bucket, a "long line" of approximately 15 metres in length.
- 3.6.5 Helicopters shall also have available, and shall be capable of utilising for the carriage of cargo or for firebombing with a bucket when required long-lines of approximately 30 metres and 50 metres. The 50 metre long-line shall have remote-hook capability.
- 3.6.6 Aircraft shall carry sufficient internal cargo nets and tie downs to permit internal carriage of all loads typically encountered in firefighting operations.



- 3.6.7 The Contractor is to establish and maintain a system of inspection and maintenance for the above ancillary equipment.

### **3.7 Winching**

- 3.7.1 Winching systems (including training and experience of pilots and crew) are required to be compliant with RFS standards which are provided in Schedule 6.
- 3.7.2 The helicopter must at all times be equipped with the winch specified in clause 1.5 of this Schedule.
- 3.7.3 The winch must at all times be maintained and operated according to the winch manufacturer's requirements.
- 3.7.4 The Contractor must ensure that when required by RFS a suitable qualified and experienced Crewperson is available to conduct winching operations. It will be normal that a Crewperson deploys with the helicopter.
- 3.7.5 The Contractor must ensure that air crew supplied to operate this Service are suitably qualified and experienced to conduct winching operations in accordance with the RFS standard.
- 3.7.6 The Contractor shall ensure that all necessary approvals are obtained to conduct winching operations, including the provision of a detailed supplement to the Operator's Operations Manual.
- 3.7.7 The Contractor shall maintain a check and training system to ensure the competency and currency of pilots and Crewpersons.
- 3.7.8 RFS will not accept the removal of ballistic cutters when this is contrary to manufacturer's instructions.
- 3.7.9 The Contractor acknowledges and agrees that the winching capability will be subject to regular audit by the RFS.

#### **Tenderers must submit with their Tender**

- an electronic copy of the aircraft operator's Operations Manual supplement for winching;
- details of the aircraft operator's check and training system;
- detailed specifications of the winch equipment offered; and
- details of the pilots and crew that will be used to provide the Service.

### **3.8 Hover Emplaning and Deplaning**

- 3.8.1 Helicopters must provide the capability for emplaning and deplaning passengers in a low hover.
- 3.8.2 The Contractor shall ensure that all necessary approvals, exemptions and supplements are in place for operations requiring emplaning and deplaning of passengers in the hover.
- 3.8.3 The Contractor shall ensure that air crew supplied to operate this Service are suitably qualified and experienced to conduct operations requiring emplaning and deplaning of passengers in the hover, under the conditions typically experienced in fire fighting and other emergency operations.

### 3.9 Other Equipment

- 3.9.1 Aircraft shall be fitted with protection against damage from wire strikes both above and below the forward fuselage.
- 3.9.2 Aircraft shall be equipped with an operational handheld VHF-AM "720 Channel" 118.00 Mhz to 136.50 Mhz transceiver, with charged battery and spare charged battery.
- 3.9.3 Aircraft shall be equipped with one serviceable fire extinguisher of at least 1.5kg capacity.
- 3.9.4 Aircraft shall carry at least one Personal Locator Beacon (PLB) (ie in addition to the Aircraft ELT) capable of transmission on 121.5 Mhz and 406 Mhz.
- 3.9.5 Aircraft shall be equipped with at least three CASA approved emergency flares suitable for both day time and night time use.
- 3.9.6 Aircraft capable of self filling the firebombing delivery system shall be equipped with CASA approved life vests for each person on board, which shall be worn when the Aircraft is conducting firebombing operations.
- 3.9.7 Aircraft shall be equipped with survival equipment and rations, including water, sufficient for one day's survival for the maximum number of crew and passengers permitted to be carried.
- 3.9.8 Aircraft shall be equipped with a minimum of one first aid kit containing first aid materials specified in CASA guidelines and in accordance with RFS standards, and located in a clearly indicated position in the Aircraft. The kit is to be sufficient for one day's survival for the maximum number of crew and passengers permitted to be carried.
- 3.9.9 Aircraft shall be equipped with sufficient blankets (one blanket in the case of Type 4 and Type 5 fixed wing Aircraft) and of woollen or fireproof material, suitable for protection of personnel from radiant heat, or for comfort of injured personnel.
- 3.9.10 Aircraft shall carry a current edition of the NSW Road Directory and the NSW Fire Agencies' Cockpit Handbook.
- 3.9.11 Aircraft shall carry the most recent editions of the following World Aeronautical Charts ICAO 1:1,000,000 appropriate to their NOB and immediately adjacent areas. Each NOB shall also have the following maps available:
- |                |               |               |
|----------------|---------------|---------------|
| Melbourne 3470 | Sydney 3456   | Canberra 3457 |
| Bourke 3356    | Armidale 3357 | Brisbane 3340 |
- 3.9.12 Aircraft shall carry such operational documentation as may be required by RFS from time to time.
- 3.9.13 Aircraft shall carry or be fitted with such other equipment as deemed necessary from time to time by RFS for the purpose of carrying out safe and effective firefighting and related operations.
- 3.9.14 **Preferred/optional price.** The Aircraft shall be equipped with:

This clause will include any additional equipment offered by the Tenderer and accepted by RFS. Tenderers are encouraged to include the provision of extra capabilities or to offer these at an optional price. Automated mapping and imaging, data transmission and infra-red imaging are of particular interest to RFS.

### 3.10 Visibility, Recognition and Presentation

- 3.10.1 Aircraft shall be equipped with high visibility strobing white recognition lights, with a minimum light output of 600 candela. Sufficient lights must be provided to permit direct viewing of lights from any position above the Aircraft, within the same horizontal plane as the Aircraft and below the Aircraft.
- 3.10.2 Aircraft shall also be equipped with 2 forward facing, high visibility, alternating, white recognition lights, each with a minimum light output equivalent to a 50 watt aircraft landing light.
- 3.10.3 Helicopters shall be equipped with rotors having opposite blades painted in distinctly different colours or alternating patterns in a manner acceptable to RFS.
- 3.10.4 Aircraft livery and paint scheme must be of a colour, quality and standard acceptable to RFS that provides for effective visibility of the Aircraft in smoky and hazy atmospheric conditions. Aircraft may be required to add high visibility markings. The RFS may require the repainting of the Aircraft to conform to this clause at the commencement of the Contract period. The RFS will require repainting of the Aircraft at the completion of the fourth year of the Contract.
- 3.10.5 At all times Aircraft must be well presented and clean, as far as is practicable.

### **3.11 Refueller**

- 3.11.1 The Contractor shall provide a self contained mobile refuelling facility with operator and shall utilise this facility to supply fuel to the Aircraft when required.
- 3.11.2 The RFS requirements for approval of Contractor's fuelling capability are enclosed at Schedule 6.
- 3.11.3 The mobile refuelling facility shall include the personnel and equipment required to fuel the Aircraft "in-field".
- 3.11.4 The mobile refuelling facility may on occasions be required by RFS or by the operators of other aircraft to refuel other aircraft conducting RFS operations. The Refueller shall be appropriately equipped, licensed and insured to carry out such refuelling.
- 3.11.5 The facility shall be operated by an appropriately licensed operator with aircraft refuelling qualifications and experience deemed suitable by relevant state and federal regulations for the purpose of carrying out safe and effective aircraft refuelling and other associated operations.
- 3.11.6 The facility shall routinely carry sufficient fuel for the Aircraft to operate continuously for twenty hours under typical firebombing conditions.
- 3.11.7 The Contractor shall be responsible for re-supply of the fuel to the Refueller. The Refueller must remain operational at the incident during daylight hours. The Contractor is to be mindful of the reasonable duty hours of the Refueller. The RFS will accept reasonable additional costs associated with sourcing local fuel re-supply based on the posted airport price at the time, which are over and above the costs charged by the Contractor's normal source of supply.
- 3.11.8 Any fuel tanker provided, or any vehicle provided to tow a trailer-mounted tank shall be diesel powered and be in good condition. The tanker is to be suitable for off-airport highway use to enable deployment in reasonable time. The Contractor should discuss its intentions with RFS in this regard.
- 3.11.9 Tankers or towing vehicles with a gross vehicle mass greater than 12 tonnes shall be fitted with an operational engine exhaust brake system.

- 3.11.10 The tanker or towing vehicle shall be appropriately licensed and equipped for the transport of aviation fuel and shall be fitted with high visibility strobing amber light, first aid kit and fire extinguisher.
- 3.11.11 The tanker or towing vehicle shall be equipped with a GPS receiver capable of reading position in latitude and longitude and UTM.
- 3.11.12 The operating crew is to be competent in the use of communications and GPS equipment.
- 3.11.13 The tanker or towing vehicle shall be equipped with a CDMA mobile phone.
- 3.11.14 The tanker or towing vehicle shall be equipped with an auxiliary radio transceiver on network specified by the RFS.
- 3.11.15 The Contractor shall be responsible for installing all auxiliary radio transceivers, telephones, GPS services and lights and any other equipment required by the Contract including obtaining any necessary approvals and certifications.
- 3.11.16 The tanker or towing vehicle shall be installed with an Automatic Dependent Surveillance (vehicle tracking) device that reports the position, speed and heading of the vehicle at intervals not exceeding 10 minutes. The device should otherwise be compatible with the ADS requirements of the Aircraft it is servicing in terms of communications coverage and how the data is obtained – refer to Aircraft specifications.
- 3.11.17 When providing fuel to any aircraft the Refueller shall operate in accordance with the provisions of the Civil Aviation Safety Authority, Civil Aviation Orders sections 20.9 and 20.10 and relevant state and federal legislation.
- 3.11.18 When providing fuel to any aircraft the Refueller shall meet or exceed the operating provisions of the most current edition at any given time of the operating policies and procedures of RFS nominated at Schedule 6, copies of which may be obtained from the relevant RFS upon request.
- 3.11.19 The Refueller shall be fitted with the all equipment necessary for the purpose of carrying out safe and effective aircraft refuelling and other associated operations, including equipment necessary to ensure fuel quality and equipment required to contain fuel spillages.
- 3.11.20 The Refueller must be capable of conducting “hot refuelling” operations, including any approvals or authorisations required by the relevant fuel suppliers and state and federal legislation. Hot refuelling of fixed wing aircraft and helicopters requires the pilot to remain at the controls of the Aircraft. The Refueller may require assistance of competent Agency personnel to conduct hot refuelling. The Refueller is to supervise Agency personnel in these circumstances.
- 3.11.21 If the Aircraft is capable of pressure refuelling, the Refueller shall have the capability for pressure refuelling.
- 3.11.22 The driver shall at all times have available personal effects and requirements to allow for operation away from the NOB for periods up to six consecutive days. The Contractor shall be entitled to charge the kilometre rate nominated in clause 3.1.2 of Schedule 3 when the fuel truck is required to fuel other aircraft or when it is required to operate outside a 150 km radius of the NOB. The Contractor shall be entitled to charge the hourly rate nominated in clause 3.1.3 of Schedule 3 when the Refueller is required beyond 10 hours on a day.
- 3.11.23 The Contractor is responsible for managing duty times and the driver’s replacement in the field when this is necessary.

- 3.11.24 Whilst conducting refuelling operations, the operator shall at all times:
- (a) wear appropriate gloves and fire retardant or natural fibre protective clothing extending to feet and hands; and
  - (b) wear leather or fire retardant safety footwear which provides ankle support; and
  - (c) not wear undergarments or other garments made from synthetic or other material with low temperature melting characteristic, low flashpoint or high flammability.
- 3.11.25 The Refueller shall maintain clear, legible and accurate detailed records of fuel dispensed to a standard acceptable to RFS.
- 3.11.26 The Refueller shall carry a CDMA mobile telephone. It is expected that the telephone will be switched off when conducting refuelling, but should still be carried at all times and switched on when coverage is available and refuelling is not being conducted.
- 3.11.27 The Contractor acknowledges that the Refueller may be subject to detailed audit by RFS at any time.
- 3.12 (Fixed Wing Contracts) Suppressant/Retardant Tanker (strongly preferred; to be quoted as an option)
- 3.12.1 The Contractor shall provide a self contained mobile tanker facility with operator and shall utilise this facility to supply water or retardant to the Aircraft when required.
- 3.12.2 The tanker shall include the personnel and equipment required to load the Aircraft "in-field".
- 3.12.3 The tanker may on occasions be required by RFS or by the operators of other aircraft to reload other aircraft conducting RFS operations. The tanker shall be appropriately equipped, licensed and insured to carry out such activity.
- 3.12.4 The tanker shall be operated by an appropriately licensed operator with suitable training and experience.
- 3.12.5 The tanker shall routinely carry a minimum of 15,000 – 18,000 litres of water or equivalent weight of retardant.
- 3.12.6 The Contractor shall be responsible for re-supply of the fuel to the Refueller. The water tanker may be self-contained or may be part of a B-Double in combination with the Refueller. If a B-Double combination, the combination must be capable of being towed as individual trailers when required and capable of standing loaded whilst not connected to the prime mover. The tanker must remain operational at the incident during daylight hours. The Contractor is to be mindful of the reasonable duty hours of the tanker.
- 3.12.7 Any tanker provided, or any vehicle provided to tow a trailer-mounted tank shall be diesel powered and be in good condition. The tanker is to be suitable for off-airport highway use to enable deployment in reasonable time. The Contractor should discuss its intentions with RFS in this regard.
- 3.12.8 Tankers or towing vehicles with a gross vehicle mass greater than 12 tonnes shall be fitted with an operational engine exhaust brake system.
- 3.12.9 The tanker or towing vehicle shall be equipped and shall be fitted with high visibility strobing amber light, first aid kit and fire extinguisher.

- 3.12.10 The tanker will be equipped with a suitable 3" high volume, delivery pump, hoses and ancillary equipment. The pump is to be plumbed so as to be capable of recirculating the contents of the tank when required.
- 3.12.11 The tanker or towing vehicle shall be equipped with a GPS receiver capable of reading position in latitude and longitude and UTM.
- 3.12.12 The operating crew is to be competent in the use of communications and GPS equipment.
- 3.12.13 The tanker or towing vehicle shall be equipped with a CDMA mobile phone.
- 3.12.14 The tanker or towing vehicle shall be equipped with an auxiliary radio transceiver on network specified by the RFS.
- 3.12.15 The Contractor shall be responsible for supplying and installing all auxiliary radio transceivers, telephones, GPS services and lights and any other equipment required by the Contract including obtaining any necessary approvals and certifications.
- 3.12.16 The tanker or towing vehicle shall be installed with an Automatic Dependent Surveillance (vehicle tracking) device that reports the position, speed and heading of the vehicle at intervals not exceeding 10 minutes. The device should otherwise be compatible with the ADS requirements of the Aircraft it is servicing in terms of communications coverage and how the data is obtained – refer to Aircraft specifications.
- 3.12.17 When providing water or retardant to any aircraft the tanker shall meet or exceed the operating provisions of the most current edition of the operating policies and procedures of RFS, copies of which may be obtained from the relevant RFS upon request.
- 3.12.18 The tanker shall be fitted with all equipment necessary for the purpose of carrying out safe and effective Aircraft loading and other associated operations, including equipment necessary to ensure suppressant quality and equipment required to contain spillages.
- 3.12.19 The tanker must be capable of conducting "hot loading" operations.
- 3.12.20 Hot loading of Aircraft requires the pilot to remain at the controls of the Aircraft. The tanker operator may require assistance of competent Agency personnel to conduct hot loading. The operator is to supervise Agency personnel in these circumstances.
- 3.12.21 The operator shall at all times have available personal effects and requirements to allow for operation away from the NOB for periods up to six consecutive days.
- 3.12.22 The Contractor is responsible for managing duty times and the driver's replacement in the field when this is necessary.
- 3.12.23 Whilst conducting loading operations, the operator shall at all times:
  - (a) wear appropriate gloves and fire retardant or natural fibre protective clothing extending to feet and hands;
  - (b) wear leather or fire retardant safety footwear which provides ankle support;
  - (c) not wear undergarments or other garments made from synthetic or other material with low temperature melting characteristic, low flashpoint or high flammability;
  - (d) Wear an appropriate helmet; and
  - (e) Otherwise comply with the RFS SOPs.

- 3.12.24 The Contractor acknowledges that the tanker may be subject to detailed audit by RFS at any time.
- 3.12.25 The tanker shall maintain clear, legible and accurate detailed records of suppressant dispensed to a standard acceptable to RFS.

## **ANNEXURE 1 TO SCHEDULE 4**

### **NSW FIRE AGENCIES COCKPIT AVIONICS REQUIREMENTS**

#### **General**

1. This specification applies to all tactical aircraft required for fireground operations. Fixed wing bombing Aircraft should ignore requirements for co-pilot position but all other requirements apply.
2. This specification is written as a guide to operators as to how best set up their Aircraft to operate with the NSW Fire Agencies. There have been a number of operational areas of concern identified during recent fire seasons that are addressed in this document.
3. The co-pilot position [for use by Agency personnel ] is to be as free as possible of other radio and similar equipment, so as to allow carriage of appropriate personal equipment. The position should have access to a parcel shelf or similar storage for books and maps.
4. In positioning radio and other equipment for use by Agency personnel should be mindful of the positioning of switches etc so as to minimise the chances of wrong selection or interference with other controls.
5. The location of such switches should be organised to provide the most ergonomic layout possible. Transmit switches for example should not be located on the instrument panel where the co-pilot has to continually reach forward. Transmit switches are to be toggle switches that are self-centering and not push button switches. Operators should note that during high workload situations the frequency and rapidity of operation of these switches is extreme.

#### **Pilot/Co-Pilot Position Avionics**

6. The following are to be fully accessible and ergonomically suited to both the pilot and co-pilot positions:
  - (i) Dual Channel or 2 X Audio Selectors
  - (ii) 2 X VHF aircraft band Comm radios
  - (iii) Motorola GRN radio to RFS aviation profile
  - (iv) TAIT 2020 (T2020-321-B33) 1200 Channel Agency radio to RFS profile
    - (a) TAIT 2020 Mark 2 radios may be upgraded to this standard
    - (b) TAIT 8000 series are now available
  - (v) CDMA or satellite telephone (as specified in this Contract)each Aircraft to have a dedicated phone number)
7. The preferred order of selection of radios is:
  - (i) Com 1 – VHF 1
  - (ii) Com 2 – VHF 2
  - (iii) Com 3 – GRN (RFS)
  - (iv) Com 4 – TAIT Agency radio
  - (v) Com 5 – Phone



8. A Siren/PA system that is capable of both communicating with ground crews and siren functions. (SR 44 preferred)

#### **Additional Co-Pilot Position Avionics**

9. The following are to be fully accessible and ergonomically suited to the co-pilot position.
- (i) 2nd GPS (Garmin GPSMAP 76) (in addition to one fitted and used by the pilot)
  - (ii) 2nd audio selector panel or dual channel selector panel (second panel could be any selector capable of handling 5 or more radios e.g. Bendix/King KMA 24H-71)
  - (iii) Dual channel selector should be a NAT AMS 44 or equivalent. As a minimum standard a PS-Engineering PAC 24 with split TX function is acceptable
  - (iv) 12 volt Dc cigarette lighter female socket capable of minimum 5 amps
  - (v) 10 pin drop cord receptacle located near the co-pilot position
  - (vi) Headset extension cable 3ft coiled cord. Male military (TP120) to female military (TJ101) plugs (for helicopters)

#### **Notes**

10. (i) The co-pilot audio selector is to allow full access to all radios and the telephone in such a way as to allow pilot and co-pilot to be able to transmit on different radios at the same time.
- (ii) The 10 pin drop cord receptacle can be mounted on the side of a console or anywhere easily accessible to the co-pilot. This is to allow transmit and intercom operation for the co-pilot with a drop cord that can be attached to their lapel (for helicopters).
- (iii) The wall mounting receptacle should be an MS3110F12-10S or equivalent.
- (iv) The drop cord plug should be an MS3116F12-10P or equivalent.
- (v) The drop cord assembly should be a Comm Innovations P/N CIX 415 VK3-10W without volume control, or P/N CIX 415 VHK3-10W with volume control or equivalent. These provide momentary and lock ICS switches, PTT sw, lapel clip, TJT 120 Jack (civil helo) with MS 3116E12-10P plug already fitted. (This is the same as an MS 3116F12-10P with different strain relief.)
- (vi) The pin out configuration should be as follows the ten pin ICS plug.
- |     |         |           |
|-----|---------|-----------|
| (a) | Pin – A | Phones HI |
| (b) | Pin – B | Phones Lo |
| (c) | Pin – C | N/C       |
| (d) | Pin – D | ICS key   |
| (e) | Pin – E | Xmit key  |
| (f) | Pin – F | Mic Hi    |
| (g) | Pin – G | Mic Lo    |
| (h) | Pin – H | N/C       |
| (i) | Pin – J | Ground    |
| (j) | Pin – K | N/A       |

- (vii) Access to the intercom can also be available via:
  - (a) a vox system
  - (b) a foot switch
  - (c) a toggle switch momentary one way, locking the other. C&K 7202 or equivalent.
- (viii) Agency aircrew will normally supply and wear their own helmets during helicopter operations. Other Agency personnel will require the use of a Contractor-supplied headset. It is possible during the Contract period that helmets may become mandatory for all passengers and the Contractor may be required to supply these at cost plus 15%.

### **Passenger Position Avionics**

11. The following are to be available to each of the passenger positions.
- (i) Full access to intercom.
  - (ii) Monitor access to the radios selected at the co-pilot position.
  - (iii) The rear left hand seat to have a transmit facility. This can be achieved by sharing transmit ability with the co-pilot, switching between the two positions as required. Switch to be accessed by co-pilot. Transmit switch in the rear can be a push button switch as long transmitting periods are not anticipated.

Note: NSW RFS has adopted high impedance microphones and earphones

## **ANNEXURE 2 TO SCHEDULE 4**

### **NAFC STANDARDS**



NAFC Standard OPS 001 Approved 21Dec04 Guideline FW Delivery Systems.pdf



NAFC Standard OPS 002 Approved 21Dec04 Guideline RW Tank Delivery Systems.pdf



NAFC Standard OPS 003 Approved 21Dec04 Guideline RW Bucket Delivery Systems.pdf



NAFC Standard PR 001 Approved 06Dec04 RW Types.pdf



NAFC Standard PR 002 Approved 06Dec04 FW types.pdf



NAFC Standard PR 003 Approved 06Dec04 PaxCN.pdf

**ANNEXURE 3 TO SCHEDULE 4****SERVICE REQUIREMENTS SUMMARY**

<b>Item</b>	<b>Brief description</b>	<b>Aircraft Type</b>	<b>Planned NOB</b>	<b>Delivery system</b>	<b>Passenger carriage</b>	<b>AAS platform</b>	<b>Minimum Service Period</b>	<b>Notes</b>
Item I (1)	Rotary Wing firebombing, firefighter transport and winching	RW Type 3	Northern NSW, Sydney area & Southern NSW	Tank/Bucket	Required	Not required	12 weeks	Winching required
Item N (1)	Fixed Wing firebombing	FW Type 4/5	Northern NSW and Southern NSW	Tank	N/A	Not required	12 weeks	Days to be specified by RFS over 12 week period

## Annexure 3 (Cont.)

**Item I (1) – Rotary Wing**

Brief Description	Rotary wing firebombing, firefighter transport & winching based in northern NSW and/or Sydney area and/or southern NSW.
Contract Type	<ul style="list-style-type: none"> <li>Guaranteed minimum Service Periods.</li> </ul>
Aircraft Type	<ul style="list-style-type: none"> <li>Type 3 Helicopter capable of passenger transport and winching.</li> </ul>
Number of aircraft required	<ul style="list-style-type: none"> <li>1 or 2 helicopters</li> </ul>
Aircraft Type – additional requirements	<ul style="list-style-type: none"> <li>Must be twin-engined.</li> <li>Must meet the minimum performance specifications (Schedule 1)</li> <li>Must meet winching specifications (refer Contract)</li> <li>If tanked, must be capable of carrying passengers as Charter operation, in firebombing configuration, including attached snorkel.</li> <li>May be offered with bellytank or slung-load firebombing bucket. Bucket must have multi-drop and bottom-fill capability. Bellytank equipped aircraft must be capable of winch operations with tank installed.</li> <li>If bellytank equipped, must be capable of conversion to bucket within 60 mins, preferably in the field</li> <li>Must be capable of delivering a minimum of approximately 1000 litres</li> <li>Long-line</li> </ul>
Nominated Operational Base(s)	<ul style="list-style-type: none"> <li>Suitable location(s) nominated by the Tenderer and acceptable to RFS. Tenders are required to provide separate cost structures for each of : <ul style="list-style-type: none"> <li>A northern NSW location</li> <li>Sydney area</li> <li>A southern NSW location</li> </ul> </li> </ul>
Contract Period	<ul style="list-style-type: none"> <li>August 2006 to July 2013 (ie minimum 7 Service Periods).</li> </ul>
Availability Type	<ul style="list-style-type: none"> <li>Absolute Availability during Service Period (normally 15 minute response to callout)</li> </ul>
Minimum Service Period	<ul style="list-style-type: none"> <li>12 weeks in each year of Contract.</li> </ul>
Start date of each Service Period (Notice Period)	<ul style="list-style-type: none"> <li>56 days notice for each Service Period, or shorter period nominated by Tenderer (<i>shorter Notice Period is Preferred</i>).</li> </ul>
Service Period timing (NB: for guidance to Tenderer only – actual timing is set by notification according to Notice Period).	<ul style="list-style-type: none"> <li>Normally approx. early November to late January.</li> </ul>
Type of Hire	<ul style="list-style-type: none"> <li>Wet Hire. Please provide Dry Hire rates ie less tanker</li> </ul>
Fuelling requirements	<ul style="list-style-type: none"> <li>Self sufficient, mobile refuelling facility required (refer to Specimen Contract for details)</li> </ul>
Air Attack Supervisor Platform	<ul style="list-style-type: none"> <li>Not required.</li> </ul>
Important Notes:	<ul style="list-style-type: none"> <li>Not all Services listed in this Request For Tender will necessarily be proceeded with - this will depend on the suitability and value-for-money of the aircraft offered, tendered prices and available funds.</li> <li>Tenderers are encouraged to offer reduced prices for the provision of multiple Services.</li> </ul>

## Annexure 3 (Cont.)

**Item N (1) – Fixed Wing**

Brief Description	Fixed Wing firebombing, based in northern and southern New South Wales
Contract Type	<ul style="list-style-type: none"> <li>Guaranteed minimum Service Periods.</li> </ul>
Aircraft Type	<ul style="list-style-type: none"> <li>Fixed Wing Firebomber Type 4 and/or 5 (SEAT)</li> </ul>
Number of aircraft required	<ul style="list-style-type: none"> <li>1 or 2 by Type 4 or 5 fixed wing aircraft</li> </ul>
Aircraft Type – additional requirements	<ul style="list-style-type: none"> <li>Must meet the minimum performance specifications (Schedule 1)</li> <li>Tank and drop door system must be IATB approved, or have specific approval from RFS</li> <li>Minimum capacity of around 2000 litres in conditions as per NAFC Standard PR-02</li> </ul>
Nominated Operational Base	<ul style="list-style-type: none"> <li>Suitable location(s) nominated by the Tenderer and acceptable to RFS in either or both of: <ul style="list-style-type: none"> <li>Northern NSW</li> <li>Southern NSW</li> </ul> </li> </ul>
Contract Period	<ul style="list-style-type: none"> <li>August 2006 – July 2013 (ie 7 Service Periods).</li> </ul>
Availability Type	<ul style="list-style-type: none"> <li>Absolute Availability during Service Period (normally 15 minute response to callout)</li> </ul>
Minimum Service Period	<ul style="list-style-type: none"> <li>12 weeks in each year of Contract.</li> <li>Optional 40 days in each other year of the Contract.</li> </ul>
Start date of each Service Period (Notice Period)	<ul style="list-style-type: none"> <li>7 days notice for each Service Period.</li> </ul>
Service Period timing (NB: for guidance to Tenderer only – actual timing is set by notification according to Notice Period).	<ul style="list-style-type: none"> <li>Normally approx. September to late December (north) and December to March (south).</li> </ul>
Type of Hire	<ul style="list-style-type: none"> <li>Wet Hire. Please quote for Dry Hire without tanker.</li> </ul>
Fuelling requirements	<ul style="list-style-type: none"> <li>Self sufficient, mobile refuelling facility required (refer to Contract for details)</li> </ul>
Suppressant/Retardant Tanker requirements (Strongly preferred and to be optionally quoted)	<ul style="list-style-type: none"> <li>Self contained, mobile tanker (may be coupled with fuelling capability (Refer to contract for details)</li> <li>Minimum 15,000 litres of water or equivalent weight of retardant</li> <li>Aircraft loading pump (volume pump and 3" plumbing)</li> <li>Capable of recirculation</li> <li>Retardant batching capability is not required</li> </ul>
Air Attack Supervisor Platform	<ul style="list-style-type: none"> <li>Not required</li> </ul>
Important Notes:	<ul style="list-style-type: none"> <li>Not all Services listed in this Request For Tender will necessarily be proceeded with - this will depend on the suitability and value-for-money of the aircraft offered, tendered prices and available funds.</li> <li>Tenderers are encouraged to offer reduced prices for the provision of multiple Services.</li> </ul>

**SCHEDULE 5: FORM OF INVOICE**

1. Individual invoices will be produced for each Aircraft supplied.
2. Invoices shall comply with the requirements of the GST Law (as a Tax Invoice) and shall specify:
  - (i) the Contractor's Australian Business Number;
  - (ii) the amount of any GST paid or payable by the Contractor;
  - (iii) the date(s) of delivery of the Services to which the invoice relates;
  - (iv) the Contractor's address for payment; and
  - (v) the reference number of this Contract and of the relevant purchase order.
3. Invoices shall specify a full description of the Services delivered including:
  - (i) Aircraft Registration and Nominated Operational Base;
  - (ii) Number of activations for the invoice period;
  - (iii) Date and time of activations;
  - (iv) Description of the work undertaken on any activation;
  - (v) Number of firebombing drops per activation;
  - (vi) Amount of any drop made in any firebombing operations;
  - (vii) Type of any drop made in any firebombing operations (water, foam, retardant);
  - (viii) Number of personnel transported per activation;
  - (ix) Days at NOB;
  - (x) Days away from NOB (specify locations);
  - (xi) Days and part days of available status;
  - (xii) Days and part days of unavailable status; and
  - (xiii) Operating hours and part operating hours.
4. Invoices shall completely describe the charges, including:
  - (i) Total Standing Charges for period;
  - (ii) Total Operating Charges for period;
  - (iii) Any additional costs charged (eg for time away from NOB); and
  - (iv) If a discount is applicable, the discounted price.
5. Invoices must be accompanied by:
  - (i) A copy of the Aircraft Status Register appropriate to the period;
  - (ii) Flight Operations Returns appropriate to the period;
  - (iii) Where appropriate, copies of Fuel Release notes etc; and
  - (iv) Where appropriate copies of tax invoices for other expenses being on-charged (accommodation, landing charges etc)

## **SCHEDULE 6: RFS POLICIES**

### References

1. The Contract will require compliance with the following RFS policies and procedures:
  - (a) RFS Fuelling Policy
  - (b) NSW Inter Agency Bushfire Aviation SOPs
  - (c) Helicopter Winching Standards for the New South Wales Rural Fire Service

### State Air Desk

2. The Agencies in NSW may activate the State Air Desk (SAD) at RFS Headquarters to assist in the coordination of aerial support to fire and emergency operations.

### Aviation Safety Management Systems

3. RFS is committed to ensuring a safe working environment for all personnel including staff, volunteers, Contractors' personnel and members of the public.
4. RFS acknowledges the hazardous environment in which aviation operations are conducted and proactively seeks to manage the risks associated with these operations through its safety management programme.
5. The RFS works collaboratively with other Agencies, aviation industry bodies, CASA and aircraft operators in the operation of its safety management programme.
6. Contractors are required to work proactively with the RFS in the development and management of their Safety Management Systems (SMS). Contractors will be required to implement a SMS in accordance with the requirements of the RFS, guidance from the CASA and industry best practice. In particular, Contractors will be required to complete the implementation or modification of their SMS within six months of the commencement date.
7. Contractors will be required to join an industry association/group acceptable to the RFS, maintain membership and actively pursue the aims and outcomes of the group for the life of the Contract.
8. Contractors will be required to demonstrate their commitment to safety through:
  - (a) The active participation of the board and senior management through the promotion and practice of a safety culture in the company;
  - (b) The integration of safety and risk management systems into all facets of the company's operations including those not directly related to the provision of the Services;
  - (c) The implementation of supporting safety systems including education and training, hazard and safety reporting and investigation, and the implementation workplace safety committees; and
  - (d) The continuing evaluation and development of the SMS.
9. It is likely that the Contractor will require specialised assistance in the development of its SMS and may choose to retain such assistance on an ongoing basis.
10. The RFS will periodically audit the Contractor's compliance with its SMS.
11. The RFS will require the Contractor to collect, analyse and share de-identified data associated with hazards and incidents experienced during any operation associated with the Contractor.



#### Audit and Compliance

12. RFS will conduct audits to ensure the compliance of the operator with this Contract. This will include a pre-commencement audit and periodic checks of compliance at the NOB, at the Normal Home Base and the field during operations, training or otherwise in accordance with this Contract.
13. RFS will utilise Agency and consultant personnel for the purpose of assisting with the conduct of audits and compliance checks.
14. RFS will expect the full co-operation of Contractors' personnel in the conduct of audits.
15. RFS and the Agencies will ensure the confidentiality of proprietary and intellectual property of the Contractor. This will not include the sharing of the de-identified safety related information.
16. RFS will require access to electronic copies of company manuals and procedures.

#### Crew Resource Management/ Human Factors (CRM) Training

17. RFS will require the following Contractors' personnel to undertake and remain current in CRM training in accordance with the guidance of CASA and the requirements of the RFS:
  - (a) Senior Executive and Board members;
  - (b) Operations management and staff;
  - (c) Maintenance management and staff ;
  - (d) Aircrew and supporting ground crew; and
  - (e) This requirement extends to sub-contract personnel.
18. RFS and Contractors will work co-operatively in the design and development of CRM training.
19. RFS and Agency personnel will participate in CRM training with Contractors' personnel.
20. RFS requires a maximum three-year currency period for CRM training.

#### Restricted Category Aircraft

21. Restricted Category aircraft will be used for firebombing and cargo transport only and are not at any time (outside of a life threatening situation) permitted to carry firefighting personnel. Accordingly, restricted category helicopters are not suitable for tendering under this Contract.

#### Flight and Duty Time

22. Contractors who have an approved Fatigue Management System (FMS) should discuss this with the RFS. In order to achieve standardisation, RFS will require compliance with the maximum limits in accordance with the Part XI, Tactical Fire Fighting exemption to CAO 48.
23. Notwithstanding the provisions of any FMS or exemption, the RFS or Agency may require reduced minima during extended operations. Contractor's aircrew are permitted to invoke reductions to flight and duty limits if this is required. The RFS regards the exercise of such judgement as safety enhancement and it will not be regarded as a breach of this Contract.

### Communications

24. The tactical callsign system has been adopted nationally and is recognised in Air Services Air Traffic Control procedures. Operators should contact the SAD for the allocation of a tactical callsign for new Aircraft. Operators are required to affix the allocated callsign to their Aircraft in accordance with the following criteria:
  - (a) Numbers shall permit recognition of the Aircraft from a distance of 50 metres from any position in the same horizontal plane as the Aircraft, excepting a 60° arc centred on the tail of the Aircraft.
  - (b) They shall also permit recognition of the Aircraft from a position 200 feet immediately below the Aircraft.
  - (c) The numbering is to be of a colour that is contrasting to the Aircraft paint scheme.
  - (d) The preferred colours are black & white.
  - (e) The preferred locations are nose, main fuselage body and belly.
  - (f) The minimum height of the numbering should be 30cm. It is encouraged that numbering is as large as possible.
  - (g) The Contractor is required to affix the word "FIRE" to the underwing or under the fuselage of the aircraft in a size that is as large as possible.
25. The NSW Fire Agencies require all tactical Aircraft to be equipped with the radios as detailed in the avionics specification (enclosed). Note that all Aircraft are required to fit a Motorola GRN capable radio. Alternative makes are no longer acceptable. The NSW RFS has developed a more suitable radio profile for incorporation into Motorola GRN capable radios. This will offer features optimised for Aircraft use.
26. Operators who require NSW RFS radios should make application to the NSW RFS Aviation Section. A letter will be provided which will authorise Motorola to sell the radio to the operator, programmed with the NSW RFS latest profile.
27. Operators will be charged an annual fee for service, per Motorola radio, by the NSW RFS to cover the cost of connection to the Government Radio Network (GRN). This cost also includes any further programming and profiling of the radio. Currently the fee is \$600 per radio per year.
28. Note that the NSW Fire Agencies' requirement for avionics fit out has now been specified and is available on request.

### Foam Equipment

29. It is a mandatory requirement for a foam dispensing capability in fire bombing helicopters. The use of foam during firebombing is usual practice, and is only to be avoided when specifically directed otherwise by a responsible Agency officer. Operators who have unserviceable or unavailable foam dispensing equipment in the field will be stood down.
30. The Contractor is required to maintain stocks of approved firefighting foam at the NOB.

### Accident and Incident Reporting

31. All operators are reminded that a key component of any safety programme is the timely reporting of accidents and incidents. Interagency policy is contained in the Interagency Aviation SOPs and requires operators to report all incidents and accidents. (The SOPs can be found on the NSW RFS web site – [www.rfs.nsw.gov.au](http://www.rfs.nsw.gov.au))

### On-board Fuelling Equipment

32. The Contractor is required to carry auxiliary refuelling equipment which is to include an electrically operated pump. The equipment is to be approved for use by RFS.
33. The Contractor is required to carry equipment and supplies for the purpose of fuel quality control in accordance with RFS standards.

#### Flight Planning and Flight Following

34. The Contractor is required to pay particular attention to the requirements for flight planning and flight following as detailed in Inter Agency SOPs

#### Tasking

35. Contractors will be requested to provide an Aircraft in support of an incident by an appropriate fire authority and will receive a written confirmation as soon as practicable. Pilots may be tasked to the incident by phone in the first instance. NSW Rural Fire Service, the National Parks and Wildlife Service, State Forests and NSW Fire Brigades have complimentary responsibilities for fire suppression in NSW. During major fire activity, the State Air Desk co-ordinates the allocation of aircraft to fires.
36. Once tasked, it is the expectation of the Tasking Agency that the Aircraft and crew will remain on location until stood-down. The Agency will not under normal circumstances pay for the Aircraft to relocate overnight unless specific approval is given by the Tasking Agency. The operator must maintain liaison with the Agency in relation to flight and duty and maintenance constraints.
37. Pilots are to read and familiarise themselves with the Interagency Aviation SOPs and at all times to conduct flying operations in accordance with these SOPs.
38. Notwithstanding instructions to the contrary, pilots are to refuse any task, which is planned in contravention of these SOPs, legislation, company policy, good practice or is outside the current capability of the pilot or Aircraft.

#### Action on Completion of Tasking

39. Allocation of aircraft to fire incidents is the responsibility of the tasking Agency and during major fire incidents will be centrally co-ordinated by the State Air Desk.
40. In every case, pilots are to seek the direction of the Tasking Agency before leaving the scene of the incident and relocating, notwithstanding directions given by the local authority. This will help ensure the efficient re-tasking or standing down of aircraft.

#### Briefings

41. Pilots are to insist on a thorough briefing prior to commencement of any task. Initial briefings on arrival at an incident are to include in particular:
  - (a) Operational overview;
  - (b) Other aircraft in the area;
  - (c) Hazards to Aircraft operations; and

- (d) Written advice on fireground locations and communications arrangements across the fireground.
- 42. Except in the most extreme circumstances, pilots are to shut down to facilitate a briefing.
- 43. Briefings are to include familiarisation flights when pilots are unfamiliar with the operational area or hazards.
- 44. The carriage of passengers is to be in accordance with SOPs i.e. passengers are to be properly authorised, dressed, listed on a manifest and briefed by the pilot.
- 45. Pilots are to ensure that communications with other parties are maintained at all possible times and that every effort is made to re-establish communications in the event of a failure. In particular, the minimum standards for flight planning and flight following are to be strictly followed.
- 46. It is RFS policy that flying operations during fires are treated as a non-emergency unless one of these circumstances is encountered:
  - (a) Personnel are trapped by fire; and
  - (b) Personnel are injured.
- 47. Pilots are to report limitations due to Aircraft maintenance and flight and duty times on a daily basis and provide sufficient notice of unavailability.

#### Administration, Safety and Logistics

- 48. Pilots are required to maintain accurate records of activity and in particular, completion of the Flight Operations Return (FOR) on a daily basis is mandatory.
- 49. Pilots may seek the assistance of the Tasking Agency in booking accommodation but charges for accommodation and meals are the individual responsibility of the operator and are not to be charged to the Agency without specific authority to do so. Contractors should invoice, and provide receipts to the Tasking Agency for costs not to exceed NSW Government allowances.
- 50. During significant activity, NSW Rural Fire Service may make accommodation and meal arrangements for pilots and crews and in these circumstances when advised to do so, charges may be booked to the RFS. Note that the provisions above in relation to alcohol, phone calls etc still apply.
- 51. Arrangements for the supply and payment for fuel are the responsibility of the Contractor.
- 52. Agencies may provide stocks of fuel to more efficiently support the conduct of flying operations and in these circumstances the uplift of Agency fuel should be noted on the FOR.
- 53. Note the supply of fuel by a Contractor to another Contractor remains an arrangement between these two parties. The Agencies will not be responsible for these transactions. Payment for fuel supplied is to be made directly to the supplying Contractor. Costs may be recovered from the Agency by application of the appropriate wet rate.

#### Fuel & Fuel Delivery Standards

- 54. The Contractor shall be responsible for the supply of fuel for the Aircraft.

55. Under normal circumstances the NSW RFS will not be responsible for the supply of aviation fuel. Pilots are not to order fuel on behalf of the RFS unless specifically authorised to do so by State Air Desk.
56. The NSW Agencies however, may supply aviation fuel during operations. On such occasions the agreed hourly dry flying rate will apply.
57. All uplifts of fuel are to be identified on the appropriate FOR and Contractors should seek recovery of actual costs of fuel from the Tasking Agency.
58. Manual, electric and diesel based delivery systems are the only methods currently allowed whilst operating under the Contract. The use of petrol powered pumps is strictly forbidden.
59. All delivery systems will be in good condition and working order.
60. All delivery systems will have appropriate bonding leads.
61. All delivery system hoses will have caps.
62. Contractors are to provide appropriate sized fuel / chemical spill kits for all nominated Aircraft and fuelling systems.
63. All Contractors' employees are to wear appropriate clothing during fuelling operations; these standards are located in the Interagency Aviation SOPs.

#### Hot Refuelling

64. Hot refuelling of helicopters and fixed wing aircraft is authorised during firefighting operations but should be kept to the minimum required for efficient operations. Hot refuelling is not to be employed when there are opportunities for shutting down (and cooling) the engine. The RFS or Agency responsible for the incident will determine the requirement for hot refuelling.
65. Hot refuelling is to be conducted in accordance with legislation, the Company Operations Manual and Agency policy.
66. The pilot is responsible for fuelling and may be assisted by Agency personnel. During fixed wing hot refuelling, Agency personnel are not authorised to participate at the Aircraft. Agency personnel may provide assistance to the Refueller which is limited to standby and actions in the event of an emergency.
67. Some Agency personnel are trained in refuelling procedures. Before commencing fuelling, the pilot is to satisfy himself as to the competence of assisting personnel and that fuelling and safety equipment is satisfactory. The pilot is to satisfy himself as to the quality of the fuel and may be assisted in doing so by Agency personnel. The pilot is to ensure that supporting personnel are briefed in relation to fire protection.
68. The pilot is to remain at the controls of the Aircraft at all times whilst fuelling is taking place.
69. Under no circumstances are there to be any other persons in the Aircraft other than the pilot during hot refuelling operations.
70. Agency personnel will not assist with fuelling unless the above procedures are followed otherwise this would be regarded as a breach of this Contract.

**ANNEXURE 1 TO SCHEDULE 6****NSW MINIMUM PILOT REQUIREMENTS (PIC)**

Criteria	Helicopter	Fixed Wing
<b>Licence required</b>	CPL (H) or higher as applicable to the operation.	CPL (A) or higher as applicable to the operation.
<b>Total Time (PIC)</b>	1500 hours	1500 hours
<b>Total time on type</b>	200 hours or 50 hours if other relevant type experience <sup>1</sup>	200 hours or 50 hours if other relevant type experience
<b>Total turbine (if turbine operation)</b>	500 hours	50 hours
<b>Total Multi engine (if multi-engine operation)</b>	200 hours	500 hours
<b>Instrument rating</b>	NVFR	NVFR
<b>Recency requirements<sup>2</sup></b>	5 dumps within the previous 35 days. Night current and 5 hours on type within the preceding 60 days, 3 of these hours are to be within the previous 30 days	5 dumps within the previous 35 days and night current
<b>Agricultural work</b>	1000 hours <sup>3</sup>	1000 hours
<b>Fire experience</b>	<ul style="list-style-type: none"> <li>10 targeted dumps in firefighting aircraft over 2 hours flying; and</li> <li>100 hours other fire experience</li> </ul>	<ul style="list-style-type: none"> <li>20 targeted dumps in firefighting aircraft over 10 hours flying; and</li> <li>100 hours other fire experience</li> </ul>
<b>Low-flying training and experience</b>	Mandatory training, 150 hours experience including 100 hours low level in a mountainous environment.	Agricultural pilot rating Grade 1 and including 100 hours low level in a mountainous environment.
<b>Dangerous goods training</b>	Mandatory	Not required
<b>CAO 20.11 check</b>	Within 2 calendar months prior to fire season	Within 2 calendar months prior to fire season
<b>Sling endorsement</b>	Mandatory	Not applicable
<b>Water bucketing experience</b>	Documented training required	Not applicable
<b>Sling load experience</b>	100 hours	Not applicable
<b>Winching experience</b>	Mandatory	Not applicable
<b>Longline experience</b>	100 hours sling including 50 hours longline (>100ft)	Not applicable
<b>HUET<sup>4</sup></b>	Mandatory	Desirable
<b>CRM course<sup>5</sup></b>	Required within the previous 24 calendar months	Required within the previous 24 calendar months
<b>Wire Strike Avoidance training<sup>6</sup></b>	Mandatory	Mandatory
<b>First Aid Certificate<sup>7</sup></b>	Mandatory	Desirable

<sup>1</sup> See the tables below for listings of similar types

<sup>2</sup> This includes maintaining currency prior to and during any service period.

<sup>3</sup> Alternatively, similar operations certified by the Chief Pilot as providing equivalent experience to agricultural operations. Such experience should include a mix of low flying, load lifting, confined areas and operations which have required the pilot to operate from a field base

<sup>4</sup> 3 year currency period

<sup>5</sup> 2 year currency period

<sup>6</sup> Under development. Pilots and aircrew are to complete this approved training and maintain currency.

<sup>7</sup> Workcover accredited course, currency as per certificate. Mandatory from September 2007.

**Requirements for Co-Pilots**

## Co-pilot

- 500 hours total time
- 10 hours firefighting
- Endorsed on type

**Requirements for Helicopter Crewpersons**

The Contractor shall ensure that any Crewpersons will meet the licensing requirements of CASA and the competency and experience requirements of the RFS. The standards for Crewpersons are detailed below:

- meet the regulatory requirements of CAO 29.11
- Crewperson who has had at least 2 years experience as an Agency, military or EMS helicopter crewperson and has accumulated at least 200 operational winches. (Other personnel may be considered but the syllabus of training and standard of operation shall be assessed by the RFS).
- three [3] training (dummy) and two [2] operational (live) winches in a period not exceeding three [3] months and to maintain this recency during each Service period.
- maintain a current Class 1 aviation medical and meet any fitness requirements in the Operations Manual for the life of the contract.
- Dangerous Goods approved
- CRM current
- HUET Current

The Contractor will ensure Crewpersons meet the RFS's minimum requirements for provision of winching systems in accordance with this Contract and the RFS standard, which is attached to Schedule 6.

Notes:

### Similar Aircraft Schedule

For the purposes of this Contract fixed wing aircraft shall be divided into two groups. Those appearing in the same groups are deemed to be similar types.

Aircraft which fall outside these groups can be categorised on application to the NSW Rural Fire Service.

Fixed Wing

Group 1 - Piston Radial	Group 2 -Turbine
Dromader M18B	
	Airtractor 502
	Airrtractor 602
	Airrtractor 802
	Turbine Dromader
	Thrush PT6
	Thrush TPE331

Helicopter

To be issued



**ANNEXURE 2 TO SCHEDULE 6**  
**HELICOPTER WINCHING STANDARDS**



RFS Winching Standards Original - 2.pdf



**State Procurement is a Business Unit of the NSW Department of Commerce**

**State Procurement invites this tender for and on behalf of the  
NSW Government State Contracts Control Board**

## **PART C**

### **TENDER RESPONSE**

## **RFT 0501667 AERIAL FIREFIGHTING SERVICES FOR NSW RURAL FIRE SERVICE**

**PERIOD: 1 September 2006 to 31 August 2013**

**Closing Date: 9.30 AM (SYDNEY TIME)  
Thursday 15 June 2006**

Your Company's Legal Entity: \_\_\_\_\_

Your Company's Trading Name: \_\_\_\_\_

Your Company's ABN number: \_\_\_\_\_

Contact Name: \_\_\_\_\_  
<insert name to whom enquiries should be directed>

Contact Phone: \_\_\_\_\_

*Note: If a tender is not submitted electronically, the tenderer must submit the original tender, plus four (4) copies of the tender. Tenders are to be marked "Original", "Copy 1", "Copy 2", "Copy 3", "Copy 4" and "Copy 5".*

# Aerial Firefighting Services For NSW Rural Fire Service

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## **PART C TENDER RESPONSE**

### **PART C1 INFORMATION SUPPLIED IN RESPONSE TO PART A**

#### **1. INTRODUCTION**

- 1.1 The information provided in this Part will be used in the assessment of Tenders. Questions have been framed to ensure responses that are relevant to the selection criteria. Please provide attachments where necessary, clearly labelled and cross-referenced.
- 1.2 References to “you” in this Part means the tenderer and all responses given will be taken to be responses of the tenderer.

#### **2. PRICING AND RELATED FACTORS**

##### **2.1 Price Schedule**

- 2.1.1 Tenderers should submit prices both GST exclusive and GST inclusive.
- 2.1.2 Tenderers may submit offers for any Items in whole. Tenders submitted for part of an Item will not be considered. Tenderers may offer one or more aircraft for an Item. The Board reserves the right to appoint more than one contractor for an Item.
- 2.1.3 Tenderers must submit pricing for all categories of charging listed across the page for items 1-4 inclusive.

## 2.2 Tendered Prices

Item Number and Description	Standing Charge During Fixed Service Period		Revised Standing Charge For Extensions to Service Period		Operating Charge Wet Hire		Operating Charge Dry Hire	
	Tendered Price		Tendered Price		Tendered Price		Tendered Price	
	GST Exclusive	GST Inclusive	GST Exclusive	GST Inclusive	GST Exclusive	GST Inclusive	GST Exclusive	GST Inclusive
1. I(1) – Rotary Wing Aircraft in accordance with Contract at Part B	\$ _____ per day	\$ _____ per day	\$ _____ per day	\$ _____ per day	\$ _____ per hour	\$ _____ per hour	\$ _____ per hour	\$ _____ per hour
2. N(1) – Fixed Wing Aircraft in accordance with Contract at Part B	\$ _____ per day	\$ _____ per day	\$ _____ per day	\$ _____ per day	\$ _____ per hour	\$ _____ per hour	\$ _____ per hour	\$ _____ per hour
3. Optional suppressant/retardant tanker in accordance with Contract at Part B.	\$ _____ per day	\$ _____ per day	\$ _____ per day	\$ _____ per day	N/A	N/A	N/A	N/A

Item Number and Description	Daily Usage Beyond 10 Hours		Kilometres Beyond 150	
	Tendered Price GST Exclusive	Tendered Price GST Inclusive	Tendered Price GST Exclusive	Tendered Price GST Inclusive
4. Aircraft Refueller operations beyond 150 kilometres from the NOB or beyond 10 hours per day	\$ _____ per hour	\$ _____ per hour	\$ _____ per kilometre	\$ _____ per kilometre

Item Number and Description	Daily Usage Beyond 10 Hours		Kilometres Beyond 150	
	Tendered Price GST Exclusive	Tendered Price GST Inclusive	Tendered Price GST Exclusive	Tendered Price GST Inclusive
5. (Fixed Wing) Suppressant/Retardant Tanker operations beyond 150 kilometres from the NOB or beyond 10 hours per day	\$ _____ per hour	\$ _____ per hour	\$ _____ per kilometre	\$ _____ per kilometre

Item Number and Description	Tendered Price GST Exclusive	Tendered Price GST Inclusive
6. Optional items. Tenderers are to list hereunder optional items, if any, together with pricing.		

### 3. PRICE BASIS

- 3.1 The Tenderer complies with the price basis conditions outlined in clause 4, Schedule 3, Part B.

**Yes/No**

- 3.2 If No, the Tenderer is to provide details of an alternative method as part of its Tender response. Tenderers should note that any alternative method will be factored into the evaluation of Tenders in relation to criteria (h) and (k), clause 8.2, Part A.

- 3.3 If Yes, Tenderers are to provide the following information:

#### 3.3.1 Fuel Price Variation

- (i) Benchmark Fuel Price at time of tendering \$\_\_\_\_\_ per litre
- (ii) Source of the Reference Fuel Price \_\_\_\_\_
- (iii) Benchmark Fuel Consumption \_\_\_\_\_ litres per hour

#### 3.3.2 Exchange Rate Variation

- (i) Does the Tenderer require tendered prices to be subject to exchange rate variation in accordance with clause 4.3, Schedule 3, Part B? Yes/No
- (ii) If Yes, the Tenderer must provide the following additional information:
- (a) Benchmark Exchange Rate at time of tendering AUD 1.00 = USD \_\_\_\_\_
- (b) Price Variation Percentage for Standing Charges, if applicable \_\_\_\_\_%
- (c) Price Variation Percentage for Operating Charges, if applicable \_\_\_\_\_%

### 4. TENDER VALIDITY PERIOD

- 4.1 The Tender will remain valid for acceptance within \_\_\_\_ months from the deadline for lodgement of Tenders, in accordance with Part A.

**N.B.** A minimum validity period of six (6) months is required.

### 5. SETTLEMENT DISCOUNTS

- 5.1 The tendered prices are subject to a settlement discount of:-

- (i) \_\_\_\_\_% for payment within 14 days from the date of receipt of invoice.
- (ii) \_\_\_\_\_% for payment made during the month following that in which the invoice has been rendered.
- (iii) \_\_\_\_\_% for payment within \_\_\_\_\_ days from the date of receipt of invoice.

(N.B.: If this condition is not completed the prices tendered will be deemed to be NETT.)

## 6. OTHER DISCOUNTS

- 6.1 Tenderers are to state in the space provided hereunder any discounts they are prepared to offer against the RFS contract, if they are also successful for other concurrent State and Commonwealth Government Contracts.
- 6.2 Tenderers are to detail hereunder any discounts other than those in 5.1 and 6.1 they are prepared to offer.

## 7. SELECTION CRITERIA

- 7.1 Tenderers are required to respond individually to each of the selection criteria outlined in the following spaces. The information provided will be used in the assessment of tenders. Responses are to focus on key elements of the tenderer's proposal as it relates to each of the selection criteria. If you have answered or partly answered another criterion in your statement of compliance to the Specification and Contract at 7(g) or 7(h) of this Part A, respectively, you may repeat that response or part response, or make a specific cross reference to that part of your statement of compliance e.g. "refer to the response at 7(h) relating to Schedule 4, clause 1 of Part B for details of firebombing system".

- (a) **Competence, capability and capacity of the Tenderer to perform the required service, based on information in the Tender and on past performance in the industry, or the performance of contracts of a similar nature to that described, and including referee reports, if required.**

As part of your response to this criterion please provide copies of your Air Operator Certificate for charter/airwork, CASA proof of Carriers Liability Certificate, if applicable, and company title certificate.

- (b) **Capacity and ability of the Tenderer to provide appropriate personnel, management structure and business acumen needed to perform the Services.**

As part of the response to this criterion Tenderers should complete the pilot and crewperson details in Tables 1 and 2 provided hereunder. Copies of each pilot and crewpersons licence, current medicals, Dangerous Goods and HUET (Helicopter pilot and crewpersons only) certifications and other relevant certification (such as CRM) must accompany each Table 1 and 2 response. Tenderers should also provide details of its management structure, directors, management staff including contract manager, operations manager, maintenance engineers and other personnel utilised in delivery the Services, and any other information you deem necessary to demonstrate that you meet this criterion.



**TABLE 1      FIXED WING PILOT DETAILS (one form per pilot)**

Full Name			
Contact details			
Next Medical Due			
Dangerous Goods due (where applicable)			
CRM completed			
CIR renewal date			
Number of renewals			
20 :11 Due (where applicable)			
Total PIC Hours			
Total Twin hours			
Type / Hours on type	Type	Hours PIC	Last 90 Days
Experience	Bombing	AG	Low level
Hours			General fire flying
Low flying approval	Yes		No
NVFR rating	Yes		No
IFR rating	Yes		No
AG rating	Yes		No
Digital Photo attached	Yes		No

**Pilot's Declaration**

Full Name

ARN

Address


I certify that to the best of my knowledge and belief, the information provided is applicable and correct.

I will comply with all conditions and clauses, including further requirements listed in the Contract.

I agree to inform RFS of any changes to the information supplied.

Signature

Date

Witness name

Signature


**Chief Pilot's Declaration**

Company

ACN

Chief Pilot's name

Pilot name


I certify that I am the Chief Pilot of the above named company responsible for the pilot noted and, to the best of my knowledge and belief, the information provided is applicable and correct.

I certify that the above named pilot is rated, endorsed and competent to complete RFS tasking. The pilot is approved by me to conduct these tasks.

	Initials		
Fire spotting	Yes	No	
Bird dog operations (Air Attack)	Yes	No	
Bombing	Yes	No	
Low level flight	Yes	No	
Transport	Yes	No	

Signature

Date


**Note:** Copies of last page of pilot's log book, licence, DG, medical certificate, type endorsement, and current certificates for Emergency Procedures Training and CRM, must be provided.

**TABLE 2      HELICOPTER PILOT AND CREWPERSON DETAILS**  
**(one form per pilot or crewperson)**

Full Name			
Contact details			
Next Medical Due			
Dangerous Goods due (where applicable)			
HUET Training completed date			
HUET Training/recertification due date			
CRM Completed			
CIR renewal date			
Number of renewals			
20 :11 Due (where applicable)			
Total PIC Helicopter Hours			
Total Turbine Hours			
Type / Hours on type	Type	Hours PIC	Last 90 Days
Experience	Bombing	Sling load	Long line
			General fire flying
	Mustering	Mountain	Low level
			SAR
	Winching	# Hoists Day	# Hoists Night
Digital photo attached	Yes	No	
Life jacket (approved CAO 103 – 13)	Yes	No	
Low flying approval	Yes	No	
Sling endorsement	Yes	No	
Rappelling endorsement	Yes	No	
NVFR rating	Yes	No	
IFR rating	Yes	No	
AG rating	Yes	No	
SAR / Rescue experience	Yes	No	
Incendiary experience	Yes	No	

**Pilot's or Crewperson's Declaration**

Full Name	
ARN	
Address	

I certify that to the best of my knowledge and belief, the information provided is applicable and correct.  
 I will comply with all conditions and clauses, including further requirements listed in the Contract.  
 I agree to inform RFS of any changes to the information supplied.

Signature	
Date	
Witness name	
Signature	

**Chief Pilot's Declaration**

Company	
ACN	
Chief Pilot's name	
Pilot's / Crewperson Name	

I certify that I am the Chief Pilot of the above named company responsible for the pilot or crewperson named and, to the best of my knowledge and belief, the information is applicable and correct.  
 I certify that the above named pilot or crewperson is rated, endorsed and competent to complete RFS tasking. The pilot or crewperson is approved by me to conduct these tasks:

	Initials		
Fire spotting	Yes	No	
Bird dog operations (Air Attack)	Yes	No	
Bombing bucket	Yes	No	
Bombing belly tank	Yes	No	
External load - Belly hook	Yes	No	
External load – Long line (to100 ft)	Yes	No	
Winch operations	Yes	No	
Low level	Yes	No	
Incendiary - Manual	Yes	No	
Incendiary - Machine	Yes	No	

Signature	
Date	

**Note:** Copies of last page of pilot's and crewperson's log book, Licence and DG and medical certificate to be provided.

**(c) Safety, Risk Management and Quality Management practices of the Tenderer.**

As part of your response to this criterion please include details of all accidents or incidents your company and its affiliated companies have experienced in the last five years, as well as a list of NCN, show cause and any WorkCover notices received. Please ensure you provide adequate details of your safety, risk management and quality management practices.

**(d) Adequacy and suitability of the proposed arrangements to supply the Services, including implementation plan, equipment, maintenance, spares inventory, fuel and training services.**

As part of your response to this criterion please provide details of any specialist support equipment and copies of the Certificate of Registration, Certificate of Airworthiness and current maintenance release for each aircraft. Also copies of CAR 35 approvals for radios and role equipment, as well as any CAO 48 PART IX Tactical Firefighting Exemption should be provided. Please ensure you provide adequate other details that demonstrate you meet this criterion.

**(e) Overall quality of aircraft and key systems, including but not limited to firebombing delivery, communications and winching.**

Tenderers should complete Tables 3, 4 and 5 hereunder and provide any other information it feels necessary to demonstrate compliance to this criterion. Tenderers should also provide a digital photograph copy of each Aircraft.

**TABLE 3 – HELICOPTER PERFORMANCE CALCULATIONS**

(Please supply separate sheet for each helicopter type)

Tendered Helicopter: Type                      Model                      Serial Number

**Helicopter Performance Calculations**

Basic Fuel Flow                      lbs/hr                      litres/hr

--	--

lbs	kgs
Max AUW Fixed Weight Basic: Additional Equipment: Fixed Fuel (20 mins): Pilot: Crewman:	

	60 mins	90 mins
Fuel 15% variable Fire Fighters @ 110 kg (Number x) Variable Total AUW		

		60 min fuel ft/min	90 min fuel ft/min		60 min fuel ft/min	90 min fuel ft/min
25° Sea Level	ISA +10			ISA +15 25° Sea Level		
25° 1000 ft	IAS +12			23° 1000 ft		
25° 2000 ft	IAS +14			21° 2000 ft		
25° 3000 ft	IAS +16			19° 3000 ft		
25° 4000 ft	IAS +18			17° 4000 ft		
25° 5000 ft	IAS +20			15° 5000 ft		
25° 6000 ft	IAS +22			13° 6000 ft		
25° 7000 ft	IAS +24			11° 7000 ft		

		60 min fuel ft/min	90 min fuel ft/min		60 min fuel ft/min	90 min fuel ft/min
30° Sea Level	ISA +15			ISA +20 30° Sea Level		
30° 1000 ft	ISA +17			28° 1000 ft		
30° 2000 ft	ISA +19			26° 2000 ft		
30° 3000 ft	ISA +21			24° 3000 ft		
30° 4000 ft	ISA +23			22° 4000 ft		
30° 5000 ft	ISA +25			20° 5000 ft		
30° 6000 ft	ISA +27			18° 6000 ft		
30° 7000 ft	ISA +29			16° 7000 ft		
35° Sea Level	ISA +20			ISA +25 35° Sea Level		
35° 1000 ft	ISA +22			33° 1000 ft		
35° 2000 ft	ISA +24			31° 2000 ft		
35° 3000 ft	ISA +26			29° 3000 ft		
35° 4000 ft	ISA +28			27° 4000 ft		
35° 5000 ft	ISA +30			25° 5000 ft		
35° 6000 ft	ISA +32			23° 6000 ft		
35° 7000 ft	ISA +34			21° 7000 ft		
40° Sea Level	ISA +25			ISA +30 40° Sea Level		
40° 1000 ft	ISA +27			38° 1000 ft		
40° 2000 ft	ISA +29			36° 2000 ft		
40° 3000 ft	ISA +31			34° 3000 ft		
40° 4000 ft	ISA +33			32° 4000 ft		
40° 5000 ft	ISA +35			30° 5000 ft		
40° 6000 ft	ISA +37			28° 6000 ft		
40° 7000 ft	ISA +39			26° 7000 ft		

**TABLE 4 HELICOPTER DETAILS**

(Please supply separate sheet for each aircraft)

Type of Operation	Fire Bomber	Observation / Mapping	Firefighter Transport
Aircraft Type			
Year of Manufacture			
Registration			
Tactical Callsign ( <i>If Allocated</i> )			
Total Hours			
System of maintenance			
Aircraft Owner			
Owner Address			
Maintenance organisation			
Seating PAX			
Number of Life jackets (approved CAO 103-13)			
Max endurance nil reserves			
Fuel Burn ( <i>Ops manual</i> )			Jet A1
Nominated base			
Insured with			
Configuration			
Skids	Yes	No	High
Belly Tank	Yes	No	Capacity
Manufacturer			
Model / Doors	Number of doors		
Electric / Hydraulic power fill	Electric	Hydraulic	
Water Bucket	Yes	No	
Manufacturer			
Model			
Power Fill	Yes	No	
Electric / Hydraulic power fill	Electric	Hydraulic	
Single / Multi shot			
Foam Dispensing system type and capacity			



Emplane/Deplane approval

Yes	No
-----	----

Winch

Yes	No
-----	----

Type

--	--

Cable Length

--	--

Ballistic cutter

Yes	No
-----	----

Cargo hook

Yes	No
-----	----

IFR

Yes	No
-----	----

NVFR

Yes	No
-----	----

Radios

Two VHF air band radios

Yes	No
-----	----

Motorola GRN capable

Yes	No
-----	----

TAIT 2000 (70 Mhz)

Yes	No
-----	----

UHF CB

Yes	No
-----	----

Two GPS

Yes	No
-----	----

ELT

Yes	No
-----	----

**TABLE 5 - FIXED WING AIRCRAFT DETAILS**

(Please supply separate sheet for each aircraft)

Type of Operation	Fire Bomber		
Type			
Year of Manufacture			
Registration			
Tactical Callsign ( <i>If Allocated</i> )			
Total Hours			
System of maintenance			
Aircraft Owner			
Owner Address			
Maintenance organisation			
Seating PAX			
Max endurance nil reserves			
Fuel Burn ( <i>Ops manual</i> )		Avgas	Jet A1
Nominated base			
Insured with			
Configuration			
Tank	Yes	No	Capacity
Manufacturer			
Model / Doors			Number of doors
Electric / Hydraulic / Manual release	Electric	Hydraulic	Manual
Foam Dispensing system type and capacity			
IFR	Yes		No
NVFR	Yes		No
Radios			
Two VHF air band radios	Yes		No
Motorola, GRN capable	Yes		No
Tait 2000 (70Mhz)	Yes		No
UHF CB	Yes		No
Two GPS	Yes		No
ELT	Yes		No

(f) **Benefits of options offered.**

(g) **Degree of compliance with the Specification at Part B.**

Tenderers are to provide a complete statement of compliance to each and every clause of Schedules 4 and 6 of Part B, in accordance with the instructions hereunder.

The following terms are appropriate in providing a statement of compliance:

**COMPLIES** means:

- (a) in the case of a clause which is of an informative nature only, that the clause has been read and understood;
- (b) in the case of a clause which specifies a requirement or performance standard to be met by the Service/s to be provided, that the offer is to provide the requirement or standard.

Where appropriate, Tenderers should state or describe how the requirement is or is not to be met.

**PARTIALLY COMPLIES** means, in the case of a clause which specifies a requirement or performance standard, it can only be met subject to certain conditions. Where this is the case and the tenderer is prepared to make good on the condition, requirement or performance standard the tenderer must explain and cost the required change.

**DOES NOT COMPLY** means that the requirement or performance standard of the clause is not met by the offer. Full details of non-compliance must be stated.

**ALTERNATIVE** means that the tenderer's method, system or process either does not require the feature or the tenderer's method, system or process fully complies in a manner different to that described. In both cases a description must be provided.

**SIGNIFICANTLY EXCEEDS REQUIREMENTS** means, in some cases, the Services offered may significantly exceed the specified requirements. As this may have a bearing on the evaluation process, full details must be stated.

Any failure by the Tenderer to make clear the extent of compliance or non-compliance with any clause or paragraph of the Specification may be interpreted as failure to comply with the requirement concerned when assessing the relative merits of tenders.

(h) **Degree of compliance with the conditions of the Contract.**

Tenderers are to provide a complete statement of compliance to each and every clause of Part B (except for Schedules 4 and 6) in accordance with the same instructions provided in the preceding clause 7(g).

**(i) Commercial viability and financial risk rating.**

Tenderers should provide copies of Balance Sheets and Profit and Loss Statements for at least the last two financial years. If tenderers are proposing to purchase aircraft they should provide details of their financing arrangements. Please provide any other information you deem necessary to demonstrate that you meet this criterion.

**(j) Compliance with NSW Government procurement policy.**

**(i) Code of Practice for Procurement**

Have you have read the [NSW Government Code of Practice for Procurement](#) and taken it into consideration in preparing and submitting your Tender?

**Yes/No**

Will you maintain compliance with the Code for the purposes of this Contract, advise the Board of any breaches of the Code for the duration of the Contract and provide evidence of compliance when requested by the Board during the course of the Contract?

**Yes/No**

Provide any other relevant information below

**(ii) Occupational Health Safety & Rehabilitation**

Do you currently comply with your OHS&R statutory obligations and will you continue to do so including obligations relating to performance monitoring and sub-contractor performance for the duration of any contract awarded?

**Yes/No**

If “No”, provide details below

**(iii) Competitive Neutrality (To be completed by Government Trading Enterprises or Government Agencies only)**

Your tender complies with the NSW Government Policy Statement on the Application of Competitive Neutrality, January 2002?

**Yes/No**

If “No”, provide details below

## **8. OTHER INFORMATION REQUIRED**

### **8.1 Details of Ownership**

- 8.1.1 If you are a company, please provide details of your ownership, that is, Australian, overseas, largest shareholder, paid-up capital and other relevant details.
- 8.1.2 If you are a partnership, please provide a list of partners and details of the partnership financial arrangements.
- 8.1.3 Please provide details of any affiliated companies i.e. companies that share the same directors.
- 8.1.4 Is the tenderer currently offering its business for sale, or is the subject of a merger, takeover or change of ownership? Answer yes or no below. If the answer is yes full details are to be provided.

**Yes/No**

### **8.2 Contracting as Agent/Trustee**

- 8.2.1 If awarded a contract, do you intend to enter the contract in your own right or as agent or trustee for some other entity or entities? If the latter, provide full details.

### **8.3 Legal and Other Proceedings**

- 8.3.1 Have you or any of your directors, close associates, associated companies, chief pilots or maintenance controllers been at any time within the last five years, the subject of any, or any pending:
- (i) legal proceedings, including winding up or bankruptcy proceedings;
  - (ii) insolvency administrations or investigations;
  - (iii) investigations by ICAC, ASIC or any other public body;
  - (iv) Show Cause and NCN from CASA;
  - (v) Company AOC suspensions, cancellations or variations by CASA; and/or
  - (vi) WorkCover notices (any jurisdiction)

**Yes/No**

If “**Yes**”, please supply full details below.

**9. ADDENDA TO THIS RFT AFTER ISSUE**

- 9.1 If there have been any Addenda by the Board to this RFT after the issue of this RFT, indicate below whether you have read and allowed for the Addenda in your Tender.

**YES/NO/THERE HAVE BEEN NO ADDENDA BY THE BOARD**

If **NO**, provide reasons below.

**PART C2 CHECKLIST FOR TENDER SUBMISSION****1 Instructions**

1.1 Tenderers are to complete the details requested in the checklist hereunder as confirmation that they have provided a complete Tender.

(i) Have you provided/completed the following:

<b><u>HEADING</u></b>	<b><u>YES</u></b>	<b><u>NO*</u></b>
Completed Operator Details		
List of Company Directors		
Signature - Company Director		
Completed Fixed Wing Details (each aircraft)		
Completed Helicopter Details (each helicopter)		
Digital copy of photographs (each pilot, crewperson and aircraft)		
Completed Fixed Wing Pilot Details (each pilot)		
Completed Helicopter Pilot/Crewperson Details (each pilot/crewperson)		
Responses to clauses 2-9 (inclusive) of Part C		

\* If the answer is no please provide an explanation

(ii) Have you supplied copies of the following:

<b><u>HEADING</u></b>	<b><u>YES</u></b>	<b><u>NO*</u></b>
Air Operators Certificate (AOC) - charter/airwork		
Proof of CASA Carriers Liability Certificate (if applicable)		
Company Title Certificate		
Any CAO 48 PART IX Tactical Firefighting Exemption (or FMS details).		
Pilot licence; medical; dangerous goods approval; type endorsement; last page of log book (each pilot) and current certificate for Emergency Procedures Training and CRM Certificate.		
Insurance policies for each aircraft		
Public liability insurance policy (\$50 million cover)		

\* If the answer is no please provide an explanation

(ii) Have you supplied copies of the following (contd):

<b><u>HEADING</u></b>	<b><u>YES</u></b>	<b><u>NO*</u></b>
Copy of the C of R, C of A and current maintenance release for each aircraft		
Copies (if not already supplied) of CAR 35 approvals for radios and role equipment		
List and copies of legal proceedings, NCN, show cause, WorkCover notices and reports relating to accidents/incidents in the last 5 years		
Digital (preferred) or hard copies of:		
Company Operations Manual		
Aircraft Flight manual		
Training manuals and pilot notes		
Quality Management System		
Safety Management System		

\* If the answer is no please provide an explanation



**PART C3 TENDERER IDENTIFICATION DETAILS AND CONFIRMATION OF TENDER****1. TENDERER IDENTIFICATION DETAILS****1.1 Name of Tenderer:****Individual:** *[Print name]*

Trading Name (if applicable):

*or***Company:** *[Full name]*

Trading Name (if applicable):

Name and official position of authorised officer  
completing tender:*or***Partnership:** *[Trading Name of partnership]*

Name of partner completing tender:

**1.2 ABN:****1.3 Address of Tenderer:***[in the case of a company, state registered office and, if  
different, principal place of business]***1.4 Business Postal Address:**

STD Area Code:

Telephone No.:

( )

Facsimile No:

( )

Email:

Website:

Contact Name for general enquiries:

Telephone No.:

Tenderer's reference number:

## 2. ACKNOWLEDGEMENT AND CONFIRMATION OF TENDER

Note to Tenderers: If submitting a hard copy Tender, execute cl. 2.2. If submitting an electronic Tender, only complete cl. 2.3.

- 2.1 Lodgement of a Tender will itself be an acknowledgment and representation by you that you are aware of the requirements of the Code; that you will comply with the Code; and that you agree to report to the Board any breaches of the Code for the duration of the Contract.
- 2.2 I affirm that this is my Tender to supply the Services sought in the RFT at the prices tendered, and in accordance with the conditions of the RFT except as expressly amended in my Tender, and that the information given in my Tender is correct:

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature of Tenderer (if an individual, as identified in cl. 1 Part C2)

OR

\_\_\_\_\_  
Signature of authorised officer of Tenderer (as identified in cl. 1 Part C2)

OR

\_\_\_\_\_  
Signature of partner completing Tender on behalf of partnership (as identified in cl. 1 Part C2)

- 2.3 If submitting an electronic Tender, do you acknowledge and accept that electronic submission in accordance with the requirements of the RFT and any conditions of the NSW Department of Commerce tenders website is sufficient to verify and affirm that this is your Tender to supply the Service at the prices tendered on the conditions contained in Part A, except as expressly amended in your Tender and that the information contained in your Tender is correct?

Note that such acknowledgment and acceptance, by stating "Yes", is a necessary prerequisite to consideration of your Tender.

**Yes/No**

\_\_\_\_\_  
Print Name and Title