



Participation Deed for Fleet Services

Contract No. <Insert contract number>

BETWEEN

AUSTRALASIAN FIRE AND EMERGENCY SERVICE AUTHORITIES COUNCIL LIMITED (AFAC)

(ACN 060 049 327)

Level 1, 340 Albert Street EAST MELBOURNE VIC 3002

AND

<COMPANY NAME> (Contractor)

<COMPANY ACN>

<Company Registered Address>

COMMERCIAL IN CONFIDENCE

This Participation Deed (**Deed**) is:

BETWEEN

AUSTRALASIAN FIRE AND EMERGENCY SERVICE AUTHORITIES COUNCIL LIMITED (ACN 060 049 327) of Level 1, 340 Albert Street, East Melbourne, Victoria 3002 (**AFAC**)

and

<**COMPANY NAME**> <**COMPANY ACN**> of <**Registered Address**> (**Contractor**)

IT IS AGREED

1. AGREEMENT TO PROVIDE THE SERVICES

1.1 The Contractor is required to provide the Services specified in this Deed to the Members.

1.2 In this Deed:

- a. Schedule 1 sets out the full details of the contracted Services and the Aircraft to be used to provide those Services, including specific Contractor requirements; and
- b. Schedule 2 sets out the Service Periods for the Aircraft and their availability; and
- c. Schedule 3 specifies Contract Prices.

2. GENERAL

2.1 This Deed is to confirm that a Contract has been entered into between AFAC and the Contractor. The terms and conditions of the Fleet Master Services Agreement (**Master Services Agreement** or **MSA**), as amended from time to time in accordance with its terms and made available on the NAFC website [here](#), will apply to the Services contracted under this Deed. This Deed together with the Master Services Agreement forms the Contract between AFAC and the Contractor.

2.2 This Deed must be read in conjunction with the Master Services Agreement and any documents referred to in the Master Services Agreement, including NAFC Standards and Member policies and operating procedures.

2.3 In this Deed (and in the Master Services Agreement), capitalised terms have the meaning given in the Defined Terms glossary available on the NAFC website [here](#), which document is incorporated into this Deed by reference.

- a. In this Participation Deed, references to ‘this Contract’ are references to the total terms and conditions upon which AFAC and the Contractor have agreed to do business including but not limited to the terms and conditions of this Participation Deed.

2.4 The Contractor must:

- a. provide the Services in accordance with this Deed and the Master Services Agreement;
- b. ensure ongoing compliance with all parts of this Deed and the Master Services Agreement at all times; and

- c. provide current information in ARENA.
- 2.5 The Contractor has fully informed itself about all aspects of the work involved in performing the Services and has represented to AFAC and the Members that it has the skills, resources and experience necessary to perform and provide the Services when required by the Members and achieve the Performance Measures throughout the Contract Period.
- 2.6 This Deed may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart is deemed to be an original of this Deed and all together constitute one agreement.

3. CONTRACT PERIOD

3.1 Commencement

- a. This Contract commences on the date it is executed by both AFAC and the Contractor as represented by the date on this document (**Commencement Date**).
- b. Notwithstanding clause 3.1a if AFAC has earlier issued a letter to the Contractor confirming acceptance of the Contractor’s offer to provide the Services, then this Contract commences on the date of that letter, and any later formal execution of this document will maintain that commencement date.

Contract Period and Option

- a. The Contract Period will be for a term concluding on the Expiry Date set out in item 2 of clause 4, unless extended in accordance with clauses 3.1c and 3.1d.
- b. This Contract continues for the Contract Period, unless terminated earlier in accordance with the provisions of this Contract.
- c. AFAC may in its absolute discretion exercise an option to extend the Contract Period for up to two terms of up to one year each. If AFAC elects to extend the Contract Period it will give written notice to the Contractor at least two months before the Expiry Date of the current Contract Period. The Contractor cannot refuse the extension.
- d. If AFAC makes an election to exercise its option to extend the Contract Period less than two months before the Expiry Date of the current Contract Period, then the Contractor can decide whether to accept or reject the extension.

4. DETAILS

Item No.	Item	Details
Contract details		
1.	Contract Period	From the Commencement Date until the Expiry Date.
2.	Expiry Date	[Insert, e.g. 30 June 2028]
3.	Contract number for this Contract	[insert]

Notice details		
4.	AFAC notice details	As specified in the MSA
5.	Contract Manager	As specified in the MSA <ul style="list-style-type: none"> • NAFC's point of contact for this Contract will be the Contractor's specified Contract Manager included in ARENA from time to time.
Services		
6.	Services	The Services to be supplied by the Contractor are set out in Schedule 1.
7.	Service Periods	The Service Periods, Availability, Notice Periods, Notice Period conditions, minimum Service Period length, Nominated Response Times, Commitment Notice and Commitment conditions for the Services to be supplied by the Contractor are set out in Schedule 2.
Contract Prices		
8.	Contract Prices	The Contract Prices for the Services are set out in Schedule 3
Other		
9.	Attachments	[Insert any others]
10.	Special Conditions (if any)	[Insert or N/A]

Executed as a Deed:

EXECUTED by **Contractor** in accordance with section 127(1) of the *Corporations Act 2001* (Cth):
[signature block to be amended if the signatory is an individual]

Signature of Director

Full Name

Usual Address

Signature of Director (or Company Secretary)

Full Name

Usual Address

EXECUTED by **AUSTRALASIAN FIRE AND EMERGENCY SERVICE AUTHORITIES COUNCIL LIMITED**
ACN 060 049 327 by being signed by those persons who are authorised to sign for AFAC:

Chief Executive Officer

Full Name

Usual Address

Level 1, 340 Albert Street

EAST MELBOURNE VIC 3002

Dated

SCHEDULE 1: SERVICE AND AIRCRAFT DETAILS

1. SERVICES TO BE PROVIDED

- a. The Services to be supplied by the Contractor are as follows:

[NOTE: The following table will be replicated and completed for each Service provided. Any rows that are not applicable will be deleted]

Service <Insert Service ID>	
Type of Service	<Primary or Secondary>
Schedules that apply to this Service	<p>Schedules 1, 2, 3, 4 and 5</p> <p>Subject to clause 1.d of this Schedule 1, the following Schedules of the MSA apply:</p> <p><Whichever of Schedules A, B, C, D, E, F, G or H that apply to the Service will be specified here. For example, for a Service that has service roles of (i) Firebombing and (ii) Aerial Attack Supervision, and the fuelling arrangement for the Service is (iii) Wet-A, the following would be specified:</p> <ul style="list-style-type: none"> • Schedule A (Firebombing Aircraft) • Schedule B (Air Attack Supervision Aircraft) • Schedule F (Mobile Fuelling Unit)>
Nominated Operational Base(s)	<Insert Nominated Operational Base(s)>
Aircraft Manufacturer	<Insert Aircraft Manufacturer>
Aircraft Make, Model and Series	<Insert Aircraft Make, Model and Series>
Aircraft Registration	<Insert Aircraft Registration>
Engine Make and Model	<Insert Engine Make and Model>
Aircraft Year of Manufacture	<Insert Year of Manufacture>
Additional Aircraft Features	<Insert any additional features>
Flight Rules	<Insert VFR or Night VFR or IFR as applicable>
Firebombing Delivery System	<Insert Firebombing Delivery System if applicable>
Secondary or Backup or Ancillary Firebombing Delivery System	<Insert Secondary or Backup or Ancillary Firebombing Delivery System if applicable>
Carriage of passengers	<Insert carriage of passengers if applicable>
Passenger Carrying Capability (PCC) number	<Insert PCC number if applicable>
Fuelling Requirement	<Insert Wet-A, Wet-A Minus, Wet-B or Dry as applicable>

Mobile Fuelling Unit	<Insert Mobile Fuelling Unit model and size if applicable>
Imaging Operations	<Insert infrared imaging equipment or Specialist Intelligence Gathering if applicable e.g.: FLIR>
Aerial incendiary operations	<Insert aerial incendiary operations if applicable>
Video Camera	<Insert Video Camera Make, Model and Series>
Aerial reconnaissance systems	<Insert type of aerial reconnaissance systems if applicable>
Aerial drip torch operations (RW Services only)	<Insert aerial drip torch operations if applicable>
Winch Manufacturer and Model (RW Services only)	<Insert Winch Manufacturer and Model if applicable>
Rappelling System (RW Services only)	<Insert Rappelling System if applicable>
Rotary Wing – Landing Gear (RW Services only)	<Insert type>
NVIS Operations	<Insert NVIS operation type – supervision and mapping or firebombing or n/a>

- b. Aircraft supplied by the Contractor must have, as a minimum, the performance capabilities detailed in the Contractor’s Tender response.
- c. AFAC reserves the right to require a different Nominated Operational Base for the Aircraft by written notice to the Contractor no less than 56 days prior to the commencement of any Service Period, or a lesser period of time as agreed between the Contractor and AFAC.
- d. **Service roles:** At the Commencement Date, the Schedules of the MSA that apply to the Services are specified in the tables in clause 1.a of this Schedule 1. However, if the Member and the Contractor agree for a Service to provide any of the following aviation services under this Contract, the following requirements will apply to that Service:
 - i. Firebombing, in which case Schedule A of the MSA, which sets out requirements for Firebombing Aircraft, applies to the provision of the Service;
 - ii. Air Attack Supervision, in which case Schedule B of the MSA, which sets out requirements for Air Attack Supervision Aircraft, applies to the provision of the Service;
 - iii. Specialist Intelligence Gathering (SIG), in which case a schedule setting out the requirements for Specialist Intelligence Gathering Aircraft will be included in this Participation Deed and will apply to the provision of the Service;
 - iv. Winching, in which case Schedule D of the MSA, which sets out requirements for Winching, applies to the provision of the Service;
 - v. Rappelling, in which case Schedule E of the MSA, which sets out requirements for Rappelling, applies to the provision of the Service;

- vi. Services that involve the provision of a MFU (i.e. Services either for a MFU on its own or an Aircraft on a Wet-A or Wet-A Minus basis), in which case Schedule F of the MSA, which sets out requirements for MFUs, applies to the provision of the Service;
- vii. Night Vision Imaging Systems (NVIS) operations, in which case Schedule G of the MSA, which sets out requirements for NVIS operations, applies to the provision of the Service; and
- viii. Multi Engine Air Tanker (i.e. LAT) Services, in which case a schedule setting out the requirements for Multi Engine Air Tankers will be included in this Participation Deed and will apply to the provision of the Service.

2. CONTRACTOR REQUIREMENTS

2.1 Performance Bond Details

The Contractor must provide the following:

Contract Requirements	Amount
Performance Bond	\$<insert amount> or N/A

The Performance Bond will be determined by calculating 5% of the Standing Charges for the first Absolute Availability Service Period for each Primary Service and totalling those amounts – but only those Primary Services where that calculation results in an amount greater than \$50,000 (excl GST) will be counted. I.e. the Performance Bond total will only include Primary Services where that Service's 5% calculation is greater than \$50,000 (excl GST). If a Service's 5% calculation is less than \$50,000 (excl GST), that Service's calculation will not be included in the Performance Bond total.

If there are no Services in the Contract where the Service's 5% calculation exceeds \$50,000, then a Performance Bond will not be required at all.

2.2 Insurance Details

The Contractor must provide the following in accordance with the MSA:

Insurance Type	Insured Amount
<i>Public liability</i>	<i>e.g. \$50,000,000</i>
Loss of aircraft hull	Required
<insert Insurance Type>	\$<insert as per table below>
<insert Insurance Type>	\$<insert as per table below>
<insert Insurance Type>	\$<insert as per table below>

NOTE: The types (except for hull insurance) and amount of insurance required will be as per the tables set out in Schedule 1 to the MSA, i.e. will be dependent on the roles to be performed and the configuration of the aircraft and any MFU providing the Services.

Contractors are responsible for structuring their insurance so that it meets all of the requirements of the MSA.

2.3 Performance Measures

Performance Measures include, though may be reasonably amended or added to by AFAC or the Member:

- a. Invoicing: All invoices correctly rendered and received.
- b. Aircraft tracking data: Aircraft meet the position reporting requirements of *NAFC Standard OPS-014 Aircraft Tracking, Event Reporting and Messaging* (see also Schedule 5 of the MSA).
- c. Flight Operations Return: Flight Operations Returns must be consistent with aircraft tracking data.
- d. Contractor details up to date: All Contractor details and Service details must be completed, maintained and up to date in ARENA, including insurances and CASA authorisations (AOC/AWC).
- e. Contractor availability current: Availability details in ARENA must be current, accurate and achievable.
- f. Compliance: The Services requested by Standby/Dispatch must be supplied by the Contractor at the time / date requested by the Liable Member to the standards and quality identified within this Contract including the Specifications.
- g. Publicity: No publicity without consent.

3. ADDITIONAL REQUIREMENTS

The Contractor will provide the following additional requirements under this Contract during each Service Period:

- a. <insert requirements here>

NOTE: If necessary, this clause will include any additional requirements, equipment, facilities, products or services tendered by the Contractor and accepted by NAFC.

SCHEDULE 2: SERVICE PERIODS AND AVAILABILITY

1. DETAILS OF SERVICE PERIODS (LENGTH, NOTICE, LENGTH, RESPONSE TIMES AND COMMITMENT)

The Service Periods, Availability, Notice Periods, Notice Period conditions, minimum Service Period length, Nominated Response Times, Commitment Notice and Commitment conditions for the Services to be supplied by the Contractor are as follows:

Service No: <Insert Service ID>							
Service Period	Availability	Notice Period	Notice Period Conditions	Minimum Service Period Length	Nominated Response Time	Commitment Notice Required	Commitment Conditions
(E.g. Summer)	<Absolute / Partial>	<Number> Days	<if applicable>	<Number> Days	<Number> Minutes*	<Number> Hours	<if applicable>
(E.g. Spring)	<Absolute / Partial>	<Number> Days	<if applicable>	<Number> Days	<Number> Minutes*	<Number> Hours	<if applicable>
(E.g. Autumn)	<Absolute / Partial>	<Number> Days	<if applicable>	<Number> Days	<Number> Minutes*	<Number> Hours	<if applicable>

*Default is 15 minutes to be safely airborne, unless longer by agreement (see the MSA).

1.1 Additional Information

The Aircraft used by the Contractor to supply Service <insert Service ID> will <insert detailed requirements>.

NOTE: Any additional relevant information or conditions regarding Aircraft (for example, an agreed availability window) to be entered here

SCHEDULE 3: CONTRACT PRICES

1. CHARGES FOR SERVICES

1.1 All Charges applicable to the Services

All charges, including Standing Charges, Operating Charges, Commitment Charges and Ferry Flight Operating Charges, in \$AUD and excluding GST, are as follows:

<Insert Service Period ID>					
	2022-2023 Service Period	2023-2024 Service Period	2024-2025 Service Period	2025-2026 Service Period (if Contract Period is extended)	2026-2027 Service Period (if Contract Period is extended)
		<i>NOTE: These columns will only be included if applicable. See 2.1 Annual Rise and Fall below.</i>			
Standing Charge for the minimum Service Period length	\$<Insert amount> per day	<Insert>*	<Insert>*	<Insert>*	<Insert>*
Standing Charge for any extension to the minimum Service Period length	\$<Insert amount> per day	<Insert>*	<Insert>*	<Insert>*	<Insert>*
Commitment Charge for any days of a Partial Availability Service Period that the Service is on Commitment	\$<Insert amount> per day	<Insert>*	<Insert>*	<Insert>*	<Insert>*
Operating Charge during the minimum Service Period length	\$<Insert amount> per hour	<Insert>*	<Insert>*	<Insert>*	<Insert>*
Operating Charge during any extension to the minimum Service Period length	\$<Insert amount> per hour	<Insert>*	<Insert>*	<Insert>*	<Insert>*
Operating Hours included per Service Period (in addition to the 'Five Operating Hours' specified in the MSA)	<Insert any operating time that is included in the Standing Charges, as tendered and accepted>				
Ferry Flight Operating Charge during any Service Period	\$<Insert amount> per hour	<Insert>*	<Insert>*	<Insert>*	<Insert>*
MFU charges when operating outside of the 150km radius of the NOB - see clause 1.3 of this Schedule 3	\$<Insert amount> per <km/hour>	<Insert>*	<Insert>*	<Insert>*	<Insert>*

NOTE: The Contract Prices of successful Tenderers will be inserted into the above table, for each contracted Service Period. This table will be replicated if necessary for multiple Services and Services Periods, and may be modified as required according to the pricing model tendered and accepted.

** These cells (if included) will either be populated with: a set dollar figure per hour/day, a fixed percentage increase on the previous year's prices, or will indicate that prices will be varied in accordance with this Schedule 3 clause 2 **Error! Reference source not found.**(which clause may include variations for 'Annual Rise and Fall', 'Exchange Rate Variation' and/or 'Fuel Price Variation').*

1.2 Mobilisation and demobilisation charges

NOTE: This clause will detail the mobilisation and demobilisation charges if applicable. If there are no mobilisation or demobilisation charges detailed by a Contractor, then it will be assumed that the costs associated with mobilisation and demobilisation have been amortised (i.e. built in) to Standing Charges and Operating Charges. For Primary Services, it is preferred that the mobilisation and demobilisation charges are amortised. Accordingly, the standard provision that will be included is as follows:

There are no applicable mobilisation and demobilisation charges for this Service.

1.3 Mobile Fuelling Unit outside 150km radius

NOTE: This clause provides that costs associated with the operation of the MFU for Wet-A and Wet-A Minus Services when the Aircraft is operating in excess of a 150km radius from the NOB may be specified in the table in clause 0 of this Schedule 3.

If Contract Prices are not specified in the pricing table in clause 0 of this Schedule 3, clause 9 of the MSA applies (which states that Contract Prices are all-inclusive), i.e. it will be assumed that the costs associated with the MFU, even when travelling outside the 150km radius, have been amortised (i.e. built in) to Standing Charges and Operating Charges (noting that, given no costs have been charged, the Member may choose to reimburse claims made for costs in accordance with clause 9 of the MSA).

- a. For Wet-A and Wet-A Minus Services, Standing Charges and Operating Charges are inclusive of the MFU travelling within a 150 kilometre radius from the NOB.
- b. When an MFU is required by the Member to operate outside a 150 kilometre radius from the NOB, the Contract Prices approved and specified in clause 0 of this Schedule 3 (if any) apply.
- c. The radius is measured in a direct line from the NOB to the location of the MFU when it refuels aircraft, not the distance by road. Contract Prices will apply only for kilometres in excess of the 150km.
- d. Substantiation must be provided in the form of a true and correct copy of the vehicle log book clearly delineating the distances for which reimbursement is sought. The relevant Member may check and record vehicle odometer readings if necessary.

1.4 Other charges

NOTE: This clause will detail any other charges, if applicable such as those for optional additional capabilities.

2. VARIATIONS TO CONTRACT PRICE

2.1 Annual Rise and Fall

*NOTE: It is **preferred** that the Contract Prices in each year are the same as the prices applicable in the first year without annual rise and fall).*

This clause will only be included if the Tenderer states in their tender that their Contract Prices will be subject to annual rise and fall provisions and this is accepted by NAFC.

Varied so prices may still be subject to fuel price or exchange rate variations if the Contractor has so elected.

- a. During the Contract Period, except for the first year of the Contract Period, all Contract Prices as set out in the table at clause 1.1 of Schedule 3, unless stated otherwise in that table, will be <varied by the Consumer Price Index in accordance with clause 2.1c of this Schedule 3 below> / <varied by the percentages set out in the table at clause 1.1 of Schedule 3> / <the Contract Prices set out in the table at clause 1.1 of Schedule 3>.

[The correct wording out of the above 3 options will be specified based on whether the Contract Prices vary from year to year based on either:

- specified set pricing or a set percentage variation (in which cases those set prices or percentages will be specified directly in the table at clause 1.1 of Schedule 3, and clause 2.1c of this Schedule 3 below will be deleted); or*
- CPI as calculated during each year of the Contract Period in accordance with clause 2.1c of this Schedule 3 below.*

If the Contract Prices do not vary from year to year at all, this clause 2.1 of Schedule 3 will be deleted in its entirety.]

- b. Any calculations and adjustments of the Contract Price in accordance with clause 2.1a of this Schedule 3 will be made on 1 August each year.

- c. [Where clause 2.1a provides that this 2.1c of this Schedule 3 applies, then:

- that year's Contract Prices will be varied by CPI (as defined); and
- the Consumer Price Index variation is to apply to the following percentages as set out in the table below.]

Charge Type	Applicable Percentage
E.g. Standing Charges for all Services	<value will be inserted here> %
E.g. Operating Charges for all Services	<value will be inserted here> %

- d. Where a Service Period commences after 1 June and prior to 1 August, except in the first year, any variation applied will be applied from the date of commencement of the Service Period.

2.2 Exchange Rate Variation

NOTE: This clause will only be included if the Tenderer elects in their tender to exercise the standard exchange rate variation model and that exercise is accepted by NAFC. The exchange rate variation model allows for the value of AUD against the USD to vary by 5% without affecting the prices. The prices are revised once per year according to any change in the value of the AUD against the USD that is in excess of 5%.

- The Benchmark Exchange Rate will be as per the Price Variation Table included in the tender pack, identified as current on the day before the date the tender is released.*

- For information, the RER is available at: http://www.rba.gov.au/statistics/tables/index.html#exchange_rates.
- The Price Variation Percentage (PVP) will be agreed between NAFC 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. The PVP is specified separately for Standing Charges, Commitment Charges, Operating Charges and mobilisation/demobilisation charges, if applicable.

- The Contract Price will only be varied in accordance with fluctuations in the currency exchange rate between the Australian dollar (AUD) and the United States dollar (USD) according to the clauses set out below.
- Contract Prices for any Service Period during the first year of the Contract Period are fixed (except as provided in clause 2.3 below if applicable) and will not be varied in accordance with this clause.
- The Benchmark Exchange Rate (BER) is AUD1.00 = USD <value will be inserted here>.
- The source of the Reference Exchange Rate (RER) will be the Reserve Bank's WM/Reuters Australian Dollar Fix (or its successor) at 16:00 hours (Sydney time) on the business day immediately preceding the day on which the Contract Price is varied.
- The Price Variation Percentage (PVP) is as set out in the table below.

Charge Type	Price Variation Percentage
E.g. Standing Charges for all Services	<value will be inserted here> %
E.g. Operating Charges for all Services	<value will be inserted here> %

- On 1 August each year during the Contract Period, except in the first year, if the Reference Exchange Rate varies from the Benchmark Exchange Rate by more than 5% of the Benchmark Exchange Rate, the Contract Price applicable to any Service Period commencing on or after 1 August will be adjusted in accordance with clause 2.2h of this Schedule 3 below.
- Where the commencement of a Service Period, except in the first year of the Contract Period, falls before 1 August, if the Reference Exchange Rate varies from the Benchmark Exchange Rate by more than 5% of the Benchmark Exchange Rate on the day 30 days before the commencement of the Service Period, the Contract Price applicable to that Service Period will be adjusted in accordance with clause 2.2h of this Schedule 3 below.
- Where the Reference Exchange Rate rises above the Benchmark Exchange Rate then:

$$RCP = CP - (((RER - BER) - (0.05 \times BER)) \times PVP / 100 \times CP)$$

or where the Reference Exchange Rate falls below the Benchmark Exchange Rate, then:

$$RCP = CP + (((BER - RER) - (0.05 \times BER)) \times PVP / 100 \times CP)$$

Where:

RCP = Revised Contract Price

CP = the relevant component of the Contract Price defined in this Schedule

BER = Benchmark Exchange Rate, refer to clause 2.2c of this Schedule

RER = Reference Exchange Rate, refer to clause 2.2d of this Schedule

PVP = Price Variation Percentage, refer to clause 2.2e of this Schedule

2.3 Fuel Price Variation

This clause will only be included if the Tenderer elects in their Tender to exercise the standard fuel price variation model and this is accepted by NAFC. The Fuel Price Variation Model allows for the fuel price, including GST and applicable taxes, to vary by plus or minus 5%, 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%.

Fuel price variations, if exercised, apply in addition to other variations, however, if a Contractor varies the Operating Charges by the annual rise and fall provision then the Benchmark Fuel Price will also be varied by the same rise and fall.

- *The Benchmark Fuel Price will be specified in the Tender.*
- *The source of the Reference Fuel Price will be the Ampol Reference Price.*
- *NOTE: Benchmark Fuel Consumption is the average rate of fuel consumption in cruise flight as tendered.*

- During the Contract Period the Operating Charge will be varied, when applicable, relative to the aviation fuel price as set out below.
- The Benchmark Fuel Price (BF) is \$<value will be inserted here> / litre.
- The source of the Reference Fuel Price (RF) will be <Reference Fuel Price will be inserted here>.
- If tenderers elect to apply the Fuel Price Variation model, the source of the Reference Fuel Price will be the Ampol Reference Price Advice (this Advice can be made available as an email subscription service from Ampol Australia Petroleum Pty Ltd).The Benchmark Fuel Consumption (FC) is:

Service ID	FC (litres per hour)
<will be inserted here>	<value will be inserted here>
<will be inserted here>	<value will be inserted here>

- On the first day of, or at the first practical opportunity in, each calendar month, during each Service Period, if the Reference Fuel Price varies from the Benchmark Fuel Price by more than 5% of the Benchmark Fuel Price, the Operating Charge applicable for that calendar month will be adjusted as follows:

If the Reference Fuel Price rises above the Benchmark Fuel Price, then:

$$ROC = OC + (((RF - BF) - (0.05 * BF)) \times FC)$$

or, if the Reference Fuel Price falls below the Benchmark Fuel Price, then:

$$\text{ROC} = \text{OC} - (((\text{BF} - \text{RF}) - (0.05 * \text{BF})) \times \text{FC})$$

Where:

ROC = the Revised Operating Charge, applicable for that Calendar Month

OC = the Operating Charge specified at clause 1 of this Schedule

BF = Benchmark Fuel Price, refer to clause 2.3b of this Schedule

RF = Reference Fuel Price, refer to clause 2.3c of this Schedule

FC = Benchmark Fuel Consumption, refer to clause 2.3d of this Schedule

- f. Fuel price variations, if applicable, apply in addition to other variations, however, if a Contractor varies the Operating Charges by the annual rise and fall provision then the Benchmark Fuel Price will also be varied by the same rise and fall as the Operating Charge in the minimum Service Period as described in clause 2.1 of this Schedule.
- g. Exchange rate variations are not applicable to the Benchmark Fuel Price variations.

2.4 **Calculation of Price Variation**

Where there is any variation of Contract Prices in accordance with this Contract, the Contractor is responsible for independently calculating and confirming the revised Contract Prices.

SCHEDULE C: SPECIALIST INTELLIGENCE GATHERING AIRCRAFT

[This Schedule will only be included for Contractors that are contracted to provide one or more SIG Services]

1. APPLICATION OF SCHEDULE

The clauses of Schedule C will apply to those Services specified in Schedule 1.

2. AVIONICS AND COMMUNICATIONS

In addition to the avionics and communication requirements of Schedule 5 of the MSA, Aircraft must meet all avionics and communications requirements for Air Attack Supervision Aircraft as set out in *NAFC Standard OPS-020 Avionics and Communications*.

NOTE: This Schedule will detail specialist intelligence gathering aircraft and associated systems to be provided by the Contractor, and will be structured according to the solution offered and accepted.

Following is very broad guidance as to the minimum requirements expected of a specialist intelligence gathering aircraft and how a solution might be implemented, however, alternative approaches or equipment may well provide satisfactory outcomes. Tenderers should outline their proposed solutions in detail including the offer of additional capabilities.

General requirements

The Contractor will supply and operate an Aircraft equipped with an integrated electronic system for the acquisition, processing and transmission of images and other related data and information that will assist a Member in dealing with bushfire and other emergency situations.

The images and other information acquired are expected to assist a Member in planning its response to the emergency and in the provision of information to the community. A key requirement therefore is that the images and related information are available to a Member, on the ground, in near real time, and in a form that a Member can easily integrate with other information.

A key aim is to fully realise the advantages of the use of an aircraft as an information gathering platform, and potentially to provide information when other means of intelligence gathering are limited. This means that any system should be capable of providing synoptic or overview type information regarding bushfires, including large fires and especially fast moving fires. It should be capable of gathering fire information through smoke and haze and ideally should be capable of working at night. Ideally the system will be able to obtain good quality information at a reasonable distance from a fire or other emergency incident. The system, including the Aircraft platform, must be capable of working effectively, and providing high quality information, in the conditions typically encountered when large bushfires are occurring.

Images acquired may be sequential still images or video images. There is a preference for video to be fully digital from the sensor, as this has been found to improve flexibility of processing and integration.

Images must be acquired in at least one thermal infrared band and in the visible spectrum. Images must contain or include sufficient metadata to geolocate the image and determine the aspect of the image. Ideally any images, video or still, will be able to be fully georectified.

It is envisaged that the system on board the Aircraft will comprise the following, fully integrated elements:

<p><i>Infrared and daylight imaging device or devices</i></p>	<p><i>Typical examples would include gimballed, optically stabilised imagers. Stabilised pushbroom or similar scanning imagers may be an acceptable alternative. It is important that the images offer a field of view and focal length appropriate to image typical bushfires from the range of flying heights applicable to the Aircraft. It is also important that imagers are specifically tuned to image bushfires, in order to reduce the possibility of detector saturation and image artefacts.</i></p>
<p><i>Image processing, rectification and data integration system</i></p>	<p><i>The processing system should be capable of integrating processed images with other data, such as map layers. Processed images should, as far as practicable be in industry standard formats and available in near real time (as a guide, less than 10 minutes from acquisition).</i></p> <p><i>The processing system should also be capable of separating out specific data – e.g. thermal data from background data and separately processing this data.</i></p>
<p><i>Recording, storage and retrieval of acquired data</i></p>	<p><i>The system should provide for storage of all data acquired during several days of intensive missions.</i></p>
<p><i>Storage and retrieval of other digital data, such as map layers, for integration with acquired data;</i></p>	
<p><i>In-aircraft display of acquired images</i></p>	<p><i>Displayed images should be integrated with map data and display sufficient information to provide overall situational awareness for personnel on board the aircraft.</i></p>

<p><i>Some form of broadband point-to-point communications to deliver data-intensive information (if required) directly to users on the ground</i></p>	<p><i>Typical solutions would provide line of sight communication of high bandwidth digital data with a fixed or mobile ground receiving station when the Aircraft is within 75 kilometres of the ground station, whilst airborne at a height typically used in image acquisition.</i></p> <p><i>High bandwidth point to point communication may not be required if data is processed to reduce bandwidth and/or if the wide area communication system is sufficiently capable.</i></p>
<p><i>Some form of wide area communications to deliver compressed or selected images and other data to users on the ground</i></p>	<p><i>The wide area communication system would typically rely on a network of ground stations such as an existing mobile telephone network, or a satellite based data communication system.</i></p>
<p><i>[Preferred] A system for measuring and recording ambient atmospheric conditions and transmitting meteorological data to selected ground stations</i></p>	

It is also envisaged that the Contractor would provide or ensure:

<p><i>Integration of transmitted digital data with the Geographic Information System (GIS) operated by a Member</i></p>	<p><i>Digital data should be provided in a format that can be readily integrated</i></p> <p><i>Most Members are currently operating some form of ArcGIS</i></p>
<p><i>Suitably competent and qualified Personnel to operate the equipment</i></p>	<p><i>Personnel requirements will depend on the nature of the solution offered.</i></p> <p><i>Similarly, any requirement for Member's personnel to be involved in operation of the system, or to be on board the aircraft, will depend on the solution offered.</i></p>
<p><i>Fixed ground station equipment for broadband data communications</i></p>	<p><i>Including installation, in collaboration with a Member, at a location specified by a Member and agreed by the Contractor.</i></p>

<p><i>[Preferred] Additional portable or mobile ground station equipment for broadband data communications</i></p>	
<p><i>Communications spectrum and equipment licenses where required</i></p>	
<p><i>A suitable Aircraft, including crew</i></p>	<p><i>The aircraft must have appropriate flight and handling characteristics to safely and efficiently carry and operate the intelligence gathering, data integration and communications equipment. Range and endurance are other important considerations for intelligence gathering aircraft.</i></p> <p><i>Notwithstanding the other provisions of this Contract, it is preferred that the Aircraft have the capability to acquire specialist intelligence at night.</i></p> <p><i>Notwithstanding the other provisions of this Contract, it is optional that the Aircraft have the capability to operate under the Instrument Flight Rules.</i></p>
<p><i>An ergonomic and safe working environment in the aircraft</i></p>	<p><i>Considering, for example, aspects such as crew comfort, readability of displays, seating and seatbelt requirements for operators working at consoles.</i></p> <p><i>In addition to the Avionics and Communication requirements specified in Schedule 1, the Aircraft would need to meet the Avionics and Communications requirements for Air Attack Supervision Aircraft specified in Schedule B of the MSA.</i></p>
<p><i>Effective, safe and legal installation and integration of systems in the Aircraft</i></p>	<p><i>Contractor is responsible for all approvals, authorisations and licences.</i></p>