



INVITATION FOR EXPRESSIONS OF INTEREST

Invitation for Expressions of Interest

No.: **DPI08/23**
Date Issued: **21 August 2008**

PROVISION OF “CALL WHEN NEEDED” HELICOPTER AND FIXED WING AIRCRAFT SUPPORT FOR EMERGENCY AND OTHER OPERATIONS

Issue date: 21 August 2008

Initial Closing Date: 19 September 2008

Initial Closing Time: COB 5.00pm

Whilst the Initial Closing Date and Time is *5.00pm on Tuesday 19 September 2008*, Expressions of Interest may be submitted at any time during the Invitation Period, and NSW DPI reserves the right to prequalify new Applicants at any time during the Invitation Period, subject to the Applicant meeting NSW DPI's requirements.

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A. INTERPRETATION

1. Unless the context indicates otherwise, in this Invitation:
 - (a) words in the singular include the plural and vice versa;
 - (b) a reference to a statute, regulation, ordinance or by-law will be deemed to include a reference to all statutes, regulations, ordinances or by-laws amending, consolidating or replacing same from time to time;
 - (c) headings are for convenience only and do not affect the interpretation of this Invitation;
 - (d) the meaning of general words is not limited by specific examples introduced by “including” or “for example” or similar expressions;
 - (e) references to persons include bodies corporate, government and vice versa; and
 - (f) where an expression is defined, any other grammatical form of that expression has a corresponding meaning.

2. Unless the context indicates otherwise, the following terms shall have the meanings ascribed to them:

Addendum	means, as the context indicates, an addendum to this Invitation made by NSW DPI, or an addendum to an EOI made by an Applicant
Agency	means a NSW Government agency or authority
Air Operators Certificate or AOC	means an Air Operator’s Certificate issued by CASA
Aircraft	means an aircraft as detailed in the Statement of Requirements and includes a helicopter unless the context clearly refers to fixed wing aircraft only
Aircrew	means any person who is involved in the aerial task, but excludes Passengers.
Applicant	means an Aircraft operator who applies to become prequalified service providers to NSW DPI to provide aerial support during an Emergency in accordance with the Scheme by submitting an EOI
Approved List	means the list of approved Prequalified Operators maintained by NSW DPI
ASIC	means an Aviation Security Identification Card, and is issued by CASA.
ATSB	Means the Australian Transport Safety Bureau
Call Out Notice	means a notice issued by NSW DPI requesting the provision of specified Services by the relevant Prequalified Operation in connection with Emergency Operations or other operations
CAO	means Civil Aviation Orders
CAR	the <i>Civil Aviation Regulations 1988</i>
Carrier	has the meaning applied by CASA from time to time for the purposes of Part IVA of the Commonwealth <i>Civil Aviation (Carriers’ Liability) Act 1959; Civil Aviation (Carriers’ Liability) Regulations</i> and complementary State legislation, and according to the CASA website currently means a person who: <ul style="list-style-type: none"> • holds an Air Operators Certificate or other operating approval authorising passenger charter or regular public transport operations; or • offers to transport passengers to, from or within Australia on aircraft operated by another carrier
Formal Instrument of Contract	means the document described in Part B15 which, once signed by the parties, evidences the Contract between the parties

Flight Crew	means persons directly responsible for the operation of the Aircraft, such as any Pilot in command co-Pilot, flight engineer and, in the context of this Invitation, is required by statute or the Contract to pilot or operate an Aircraft when the Aircraft is conducting Services under the Contract
Flight log or Flight Operations Return (FOR)	means the Pilot’s flight log or flight operations form which is to be completed by the Pilot in charge of an Aircraft, and verified and submitted at the end of each day in accordance with this Invitation as a record of flying or standby hours conducted for NSW DPI
Intellectual Property	includes: (a) all rights in relation to copyright, inventions, plant varieties trademarks, designs, patents; and (b) all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields including trade secrets and know-how, but does not include Moral Rights
Helicopter Invitation	means a helicopter as detailed in the Statement of Requirements means this document titled Invitation for Expressions of Interest - Provision of “Call When Needed” Helicopter and Fixed Wing Aircraft Support for Emergency Operations
Invitation Period	this Invitation will remain open indefinitely, until withdrawn by NSW DPI by notice on the NSW DPI website
Maintenance Release	means a maintenance release in force under the <i>Civil Aviation Regulations 1988</i>
Moral Rights	has the meaning given in the <i>Copyright Act 1968 (Cth)</i>
NSW Department of Primary Industries or NSW DPI	means the NSW Government department issuing this Invitation, which department was formed in July 2004 with the amalgamation of Mineral Resources NSW, NSW Agriculture, NSW Fisheries and State Forests NSW
NSW DPI Contact Person	means the NSW DPI officer identified in Part F.2.3.
Passenger	means a person on the Aircraft for a brief period without training or designated role in the Aircraft. They can be people being transferred to conduct other operations eg ground mustering crew.
Personnel	means the officers, directors, employees, servants, agents and authorised sub-contractors (and their officers, directors, employees, servants and agents) of a party
Pilot	means a pilot with the pilot qualifications specified in Part E.8
Prequalified Operator	means an Applicant who becomes a party to a Contract and is placed on the Approved List of Prequalified Operators maintained by NSW DPI
Prequalified Operator Representative	means the representative of the Prequalified Operator as designated in the EOI, who is appointed to oversee the performance of the Contract in accordance with clause 15.2 of Part C, and who has authority to represent the Prequalified Operator in relation to the management of any current or future performance or policy issues in respect of the Contract
Quality Assurance System	means, in the context of an Applicant, the sum of all policies and procedures undertaken by the Applicant that define the way the Applicant’s business operates so as to deliver a consistent high level of customer service and meet legal requirements. Documented quality assurance systems and/or procedures may be a requirement for certain Applicants, having regard to the size and complexity of their organisation and the activities they undertake (see Part C.25.3(b)) and should be sufficient to enable the Applicant’s customers to monitor the performance of the Applicant and provide a means by which the Applicant can demonstrate to customers that requirements can be consistently met

Safety Management System or SMS	<p>means, in the context of an Applicant, a structured and documented system enabling Personnel to effectively implement the Applicant’s safety and environmental protection policy. The following CASA definition of a “safety management system” is provided by way of further guidance:</p> <p><i>“an integrated set of work practices, beliefs and procedures for monitoring and improving the safety and health of all aspects of the Applicant’s operation (which) ... recognises the potential for errors and establishes robust defences to ensure that errors do not result in incidents or accidents”</i> (CASA 2002)</p>
Scheme	<p>means the scheme described in this Invitation whereby Applicants may apply to become Prequalified Operators to provide aerial support (including Aircraft, Pilots, Aircrew and logistics support) to NSW DPI and other Agencies to assist Emergency Operations on a ‘call when needed’ basis</p>
Services	<p>means the aerial support services sought under this Invitation in respect of Emergency Operations and other operations as summarised in Part B.1.4 and includes such other services as may be agreed in writing between NSW DPI and a Prequalified Operator from time to time, where:</p> <p>(a) “other operations” includes any additional NSW DPI operations and activities which may be notified by NSW DPI to a Prequalified Operator from time to time; and</p> <p>(b) any request by NSW DPI for additional Services will require a formal “Variation” agreed by the parties in the manner described in Part C.33</p>
Standing Operating Procedure or SOP	<p>means NSW DPI’s Standing Operating Procedures which set out the procedures that surround an operational task, as notified by NSW DPI to Prequalified Operators from time to time. A risk management approach informs the development of NSW DPI’s SOPs for any particular operational task.</p>
Statement of Requirements	<p>means the detailed description of NSW DPI’s requirements which are contained within Part E of this Invitation specifying the nature of the Services for which EOIs are sought</p>
Task Profile	<p>means a document that outlines the objectives of a particular operational task and defines the elements of that task, as notified by NSW DPI to Prequalified Operators from time to time. The Task Profile sets out the parameters of the task in terms of limitations, compliance requirements, Aircrew composition, role definition etc.</p>
UHF Variation	<p>means Ultra High Frequency</p> <p>means a variation to the Contract agreed in writing between NSW DPI and the relevant Prequalified Operator in accordance with Part C.33.</p>
VFR	<p>means Visual Flight Rules</p>
VHR	<p>means Very High Frequency</p>

B. INFORMATION FOR APPLICANTS

1. Purpose of this Invitation

- 1.1 NSW DPI acts in partnership with industry and other public sector organisations to foster profitable and sustainable development of primary industries in New South Wales. With a staff of approximately 3500 based at over 130 locations across the state, NSW DPI delivers a wide range of services to primary industries and rural communities, with an emphasis on front-line services.
- 1.2 NSW DPI undertakes a range of activities to prevent, prepare, respond to and help recover from various emergencies related to NSW DPI’s responsibilities, including:
- (a) animal (including fish) and plant pest & disease emergencies; and
 - (b) emergencies impacting on agriculture and animals, including plague locust outbreaks, bushfires, floods, oil spills etc.
- The operations and other activities undertaken by or on behalf of NSW DPI in respect of such emergencies are examples of Emergency Operations for the purposes of this Invitation.
- 1.3 This Invitation:
- (a) is for EOIs from suitable aircraft operators (each an “**Applicant**”) to become prequalified service providers (“**Prequalified Operators**”) to provide aerial support services (as detailed below) to NSW DPI on a ‘call when needed’ basis to assist with Emergency Operations (the “**Scheme**”) and other operations identified by NSW DPI from time to time;
 - (b) is to be distinguished from separate invitations which may be issued from time to time by the NSW Rural Fire Service for and on behalf of the NSW Fire Agencies (which include NSW State Forests, a division of NSW DPI) for the provision of ‘call when needed’ aviation services to support emergency and other operations in respect of annual fire seasons.
- 1.4 Aerial support is sometimes required by NSW DPI in connection with the Emergency Operations described in **Part B.1.2**, and may include the use of fixed wing Aircraft and Helicopters for the following principle tasks:
- (a) transport of personnel, livestock, fodder and equipment;
 - (b) mustering;
 - (c) spotting and survey; and
 - (d) spray operations.

NSW DPI requires Prequalified Operators to provide Aircraft, Pilots, Aircrew and logistics support for the purpose of providing aerial support services (together the “**Services**”) for such tasks on a ‘call when needed’ basis. Task Profiles developed for these principle tasks are detailed in **Part B.3**.

Aircraft required by NSW DPI for such Services include light to medium Helicopters for transport of personnel, livestock, fodder and equipment, mustering, survey/spotting and spray operations and light fixed wing Aircraft suitable for transport, survey and spraying locusts.

- 1.5 Applicants must detail their capacity to provide the Services.
- 1.6 Minimum standards and requirements apply to Aircraft, Pilots, Aircrew and aircraft operators, as detailed in this document, required by law or otherwise advised by NSW DPI from time to time.
- 1.7 Services to be provided in accordance with this Invitation may be required in any location in the State of New South Wales.
- 1.8 Applicants who have specialised equipment which may be utilised in connection with Emergency Operations (such as fuelling equipment) should provide details of that equipment in their EOI, together with details of any additional fees for the supply of such specialised equipment and related services.

2. Option for other Agencies to access EOIs

- 2.1 The arrangements contemplated by this Invitation and the Services to be provided by successful Applicants under the proposed Contract are for the benefit of NSW DPI. However other NSW Government Agencies may have requirements for identical or similar Services. Accordingly, Applicants agree and acknowledge that, unless otherwise expressly stated in their EOI, other Agencies may also:
 - (a) access their EOI; and
 - (b) ask such Applicants to provide Services to those other Agencies on a call when needed basis, subject to entry into a separate contract for services or outlines below.
- 2.2 Each Applicant agrees to cooperate with other Agencies to formalise any such arrangements, which may include:
 - (a) entry of a Formal Instrument of Contract between the relevant Agency and the Applicant; or
 - (b) such other arrangements as may reasonably be required by the relevant Agency.
- 2.3 Each Applicant agrees and acknowledges that:
 - (a) NSW DPI does not and will not have any obligations or liabilities in connection with any such arrangements entered into by an Applicant with any other Agency in the manner contemplated by this clause, unless otherwise expressly agreed in writing by NSW DPI; and
 - (b) any claims, disputes or actions in respect of such arrangements entered into with another Agency will be entirely a matter for the relevant Agency and the Applicant.

3. Task Profiles for tasks required during Emergency Operations

- 3.1 NSW DPI has developed a list of Task Profiles for each of the principle tasks required during Emergency Operations, with considerable input from the aviation industry and risk and safety management professionals.

Task Profiles have been developed as follows (and copies of these profiles are provided in Schedule 1):

- (a) Aerial Spotting (not below 200 feet) Helicopter;
- (b) Aerial Surveillance (not below 500 feet) Fixed Wing/Helicopter;
- (c) Agricultural (Spraying) Operations Fixed Wing/Helicopter without spotter support;

- (d) Agricultural (Spraying) Operations Fixed Wing/Helicopter with spotter support;
 - (e) External (sling) load Helicopter;
 - (f) Livestock Mustering Helicopter; and
 - (g) Transporting Animals and People Fixed Wing/Helicopter.
- 3.2 NSW DPI may amend the Task Profiles (and its SOPs) and any Services required in respect of such Task Profiles from time to time in accordance with **Part C.33**.
- 3.3 Emergency Operations will be conducted strictly in accordance with the relevant Task Profile and Applicants should carefully examine each of the Task Profiles and clearly indicate their capability to provide a fully compliant capability for each relevant Task Profile nominated by the Applicant in their EOI. Applicants may express interest in providing Services for one or more of these Task Profiles.

4. Structure of this Invitation

This Invitation is made up of **Parts A** through to **E**, being:

- **Part A** [Interpretation]
- **Part B** [Information for Applicants]
- **Part C** [Conditions of Contract]
- **Part D** [Evaluation Process]
- **Part E** [Statement of Requirements]
- **Part F** [Expression of Interest].

When submitting an EOI the Applicant should retain **Parts A** through **E**. The completed **Part F** together with any attachments forms the Applicant’s EOI.

5. Format of EOIs

5.1 General requirements for completion of an EOI

- (a) To be eligible for consideration Applicants must:
 - (i) complete all documentation in the form required by this Invitation; and
 - (ii) ensure all additional information required under this Invitation is provided in their EOI or subsequent documentation, where appropriate.
- (b) The Applicant must independently acquaint and satisfy itself with all aspects of this Invitation. The Applicant is deemed to have:
 - (i) examined all information relevant to the risks, contingencies and other circumstances having an effect on the EOI; and
 - (ii) satisfied itself that the EOI, including the Applicant’s fees, are correct and that it is financially and practically viable for it to enter into and perform the proposed Services.
- (c) Applicants must initial and date any alterations to and deletions from a hard copy EOI.
- (d) Failure to comply with these requirements may result:
 - (i) in rejection of an EOI; or
 - (ii) in the case of a successful Applicant, in withdrawal of the Notice of Conditional Acceptance referred to in **Part B.17.1**; and
 - (iii) in the case of a successful Applicant who has entered into a Formal Instrument of Contract with NSW DPI (each a “**Prequalified Operator**”), termination of the Contract by NSW DPI.

5.2 Specific information required

The Applicant must provide the following information:

- (a) certification by director/authorised representative (**Part F.1**);
- (b) Applicant details (**Part F.3**), including:
 - i. general information about the identity of the Applicant;
 - ii. certified copy of Certificate of Registration;
 - iii. details of key Personnel to be engaged in providing the Services
 - iv. Applicant structure;
 - v. Affiliated company information;
 - vi. details of aviation accidents/incidents and WorkCover incidents in last 5 years;
 - vii. insurance details;
 - viii. conflicts of interest;
 - ix. capacity;
 - x. details of Applicant’s experience in work similar to that detailed in this Invitation / brief history;
 - xi. details of experience or training of Applicant’s key Personnel in work similar to that detailed in this Invitation;
 - xii. proprietary (fit and proper) considerations;
 - xiii. competitive neutrality declaration;
 - xiv. other relevant information.
- (c) evidence of the Applicant’s Risk and Safety Management System (including any fatigue management system and practices) (**Part F.4**);
- (d) evidence of the Applicant’s Quality Assurance and/or Environmental Management Systems (if applicable) (**Part F.5**);
- (e) details of specialist support equipment and other resources (if applicable) (**Part F.6**);
- (f) Helicopter and Fixed Wing Aircraft details (**Parts F.7 and F.9**);
- (g) Helicopter and Fixed Wing Aircraft pricing (**Parts F.8 and 0**);
- (h) Helicopter and Fixed Wing Aircraft Pilot and Flight Crew details (**Parts F.11 and F.12**);
- (i) any additional information relevant to the EOI.

5.3 Fees

The fees quoted by the Prequalified Operator must:

- (a) be in Australian dollars;
- (b) cover all costs of performing the required Services, including postage or delivery (if applicable); and
- (c) include GST if it is payable and all other applicable taxes, duties and charges at the rates applicable at the date of submission of the EOI.

6. Submission of EOIs

6.1 Initial Closing Date and Closing Time

Although NSW DPI has nominated an Initial Closing Date and Initial Closing Time, Expressions of Interest may be submitted at any time in accordance with this Part. NSW DPI reserves the right to prequalify new Applicants at any time during the Invitation Period, subject to the Applicant meeting NSW DPI’s requirements.

6.2 Details for submission of EOIs

EOIs must be submitted in a sealed envelope and delivered as follows:

Delivery Address	NSW Department of Primary Industries Tender Box Locked Bag 21 ORANGE NSW 2800
Envelope Marked	“Confidential” EOI - Provision of “Call When Needed” Helicopter and Fixed Wing Aircraft Support for Emergency Operations IEOI number: DPI08/23
Initial Closing Date	Friday, 19 September 2008
Initial Closing Time	5.00pm (NSW local time)
Method	Copies of EOIs must be submitted by hand or by post in duplicate to the above delivery address.

6.3 NSW DPI Contact Officer

All enquiries regarding this Invitation should be made to:

Name: Contract Management Officer
Address: c/o Emergencies Weeds and Pest Animals Branch
NSW Department of Primary Industries
Locked Bag 21
ORANGE NSW 2800
Email: aerial.contracts@dpi.nsw.gov.au
Telephone: (02) 6391 3680

6.4 Legal status of Applicant

- (a) EOIs must be submitted by a legal entity with the capacity to contract. NSW DPI may ask an Applicant to provide evidence of such legal status or capacity to contract.
- (b) Prequalification of an Applicant does not extend to associated organisations, subsidiary companies or partnerships or other entities owned or controlled by the Applicant, or to any entity that employs the Applicant.

6.5 Effect of submission of an EOI

Each Applicant, by submission of an EOI:

- (a) offers to become a prequalified service provider to NSW DPI on the terms of this Invitation; and
- (b) is deemed to have considered and fully understood the entire contents of this Invitation; and
- (c) is deemed to confirm that it complies with the general requirements set out below and the additional specific requirements set out in **Part B.20** and following, unless expressly stated otherwise in their EOI; and
- (d) is deemed to agree to the terms of this Invitation including, without limitation, **Part C** [Conditions of Contract].

6.6 Warranties by Applicant as to personal information

Each Applicant, by submission of an EOI warrants, in respect of any personal information requested in this Invitation and provided for in any Contract which may arise, that the information is accurate, up to date and complete, and that any individuals to which the personal information refers authorise its collection and are aware:

- (a) that the information is being collected, and will be held by NSW DPI;

- (b) that the information is being collected for the purpose of evaluating EOIs and the administration of any contract(s) arising from those EOIs, and may be made available to other NSW government departments or Agencies or local government authorities for those purposes;
- (c) whether the supply of the information by the individual is required by law or is voluntary, and any consequences for the individual if the information (or any part of it) is not provided; and
- (d) of the existence of any right of access to, and correction of, the information.

7. Clarifications sought by Applicant

- 7.1 Applicants may seek any clarification they require to prepare their EOI. Enquiries must be made in writing to the NSW DPI Contact Person.
- 7.2 All responses to requests for clarification will be made in writing, usually in the form of an Addendum which becomes part of the Invitation. Responses that give substantial clarification to this Invitation will be sent to all other Applicants.

8. Confidentiality

- 8.1 NSW DPI will treat as “commercial-in-confidence” all pricing and related confidential information provided to it in the Applicant’s EOI, so far as the law permits and subject to **section 9** below.
- 8.2 The Applicant acknowledges and agrees that, unless the Applicant expressly states otherwise in their EOI, disclosure of information by NSW DPI to other Agencies for the purposes of the Invitation will not constitute a breach of this clause, provided that NSW DPI discloses such information on a confidential basis.
- 8.3 The Applicant will keep confidential and will not disclose to any third party any Confidential Information obtained by the Applicant concerning this Invitation or the Services. The Applicant may, however, make disclosures to bona fide independent consultants or subcontractors retained by the Applicant for the purposes of preparing or submitting an EOI provided that those parties provide a written undertaking of confidentiality to NSW DPI on terms similar to this clause.
- 8.4 No Applicant may in any way publicise its EOI or any Contract that may be awarded.

9. Disclosure by NSW DPI

- 9.1 There may be public disclosure requirements associated with this Invitation process and with any Contract that may be awarded. Those requirements can be accessed from:

<https://tenders.nsw.gov.au/guidelines/>
and
<http://www.dpws.nsw.gov.au/>
- 9.2 NSW DPI may be required to disclose the names and addresses of all Applicants that submit responses to the Invitation, and may publish the names of Prequalified Operators and the total value of any Contracts awarded.

- 9.3 None of the disclosure obligations require the disclosure of:
- (a) the commercial-in-confidence provisions of a contract as defined in s15A(14) of the *Freedom of Information Act 1989*;
 - (b) details of any unsuccessful EOI;
 - (c) any matter that could reasonably be expected to affect public safety or security; or
 - (d) information which would be exempt from disclosure if it were the subject of an application under the *Freedom of Information Act 1989*.
- 9.4 The Applicant is invited to nominate any items it considers are confidential and why, to assist NSW DPI in determining what items to disclose.

10. Exchange of information between Agencies

- 10.1 Submission of an EOI will itself be an authorisation by the Applicant to NSW DPI to make information available, on request, to any Agency, including but not limited to, information dealing with the Applicant’s performance of any Contract that may be awarded. Such information may be used by the recipient Agency for assessment of suitability for pre-qualification, selective tender lists, expressions of interest or the award of a contract or termination of contract.
- 10.2 The provision of the information by NSW DPI to any other Agency is agreed by the Applicant to be a communication falling within section 22(1) of the *Defamation Act 1974* (NSW), and the Applicant shall have no claim against NSW DPI and the State of New South Wales or their Personal in respect of any matter arising out of the provision or receipt of such information, including any claim for loss to the Applicant arising out of the communication.
- 10.3 In the evaluation of each EOI, NSW DPI may take into account any information about the Applicant that NSW DPI receives from any source.
- 10.4 To avoid doubt, information which may be collected, exchanged and used in accordance with this provision includes “personal information” about the Applicant for the purposes of the *Privacy and Personal Information Protection Act 1998*. Submission of an EOI will be an authorisation by the Applicant to NSW DPI to collect such information from third parties, and to use and exchange such information in accordance with this clause.
- 10.5 The Applicant’s attention is drawn to the *Freedom of Information Act 1989* which may confer rights, subject to the terms of that Act, to access, and to require the correction of, information held by certain agencies.
- 10.6 If a Contract is awarded, the relevant Prequalified Operator’s performance of the Contract may be monitored and assessed. Performance assessment reports, including substantiated reports of unsatisfactory performance, can be taken into account by Agencies and may result in future opportunities for NSW Government work being restricted or lost.

11. Variations to this Invitation before a Contract is formed

At any time before NSW DPI accepts an EOI:

- (a) an Applicant may vary its EOI by providing NSW DPI with further information by way of clarification or to correct a mistake; and
- (b) NSW DPI may amend any details in the Invitation or issue an Addendum.

12. Suitability Meeting

Applicants may be asked to attend a suitability meeting with NSW DPI staff. The meeting will discuss the Applicant’s EOI and provide the opportunity for the Applicant to clarify information provided in their EOI.

13. Applicant’s financial capacity

NSW DPI may perform security, probity or financial checks in relation to the Applicant or affiliated companies, which may require the execution of forms for the provision of confidential information. The Applicant must, if requested by NSW DPI, provide all reasonable assistance to NSW DPI to allow the checks to be conducted, and authorises NSW DPI to submit any financial information provided by the Applicant for independent financial assessment.

14. Review of EOIs and acceptance or rejection for Prequalification

14.1 Expressions of Interest from suitable Applicants will be considered at any time during the life of the Scheme. However, resources allocated by NSW DPI to processing an EOI will depend on factors such as prevailing workloads. In particular, an EOI may not be processed during periods of significant operational activity.

14.2 All information submitted with an EOI will be treated as confidential and will not be disclosed to a third party except:

- (a) as required by law;
- (b) as is necessary to enable NSW DPI to assess the suitability of the Applicant’s EOI;
- (c) with the written approval of the Applicant;
- (d) where that information is in the public domain; or
- (e) to other Authorities, in accordance with this Part.

14.3 EOIs will be evaluated in accordance with **Part D**. Without limitation to that Part, NSW DPI reserves the right not to accept any EOI which does not comply with this document or the requirements of NSW DPI, including on the basis of price, suitability of Aircraft or operator, location or over-supply of the type of Aircraft. NSW DPI reserves the right, in its absolute discretion, to terminate the participation of the Applicant for any reason, regardless of whether the EOI submitted conforms to the requirements of this Invitation for Expressions of Interest.

14.4 Unsuccessful Applicants will be advised of the reason(s) their EOI was not accepted and will be able to reapply during the life of the Scheme if their situation (pertaining to why their EOI was not accepted) changes. If an Applicant is unsuccessful in gaining prequalification for any reason, including an incomplete EOI, NSW DPI may, but is not bound to, accept further information supporting reconsideration of prequalification.

15. Conditional Acceptance of an EOI and entry into formal Contract

15.1 An EOI is submitted as an offer that may be conditionally accepted by NSW DPI.

15.2 Applicants who, in the opinion of NSW DPI, comply with the Statement of Requirements and Evaluation Criteria in this document and who, in the absolute discretion of NSW DPI, are identified as offering a Service which is needed under the Scheme, will, subject to **Part D**, be sent a notice in writing of conditional acceptance of their EOI (a “**Notice of Conditional Acceptance**”).

A Notice of Conditional Acceptance, if sent:

- (a) may be subject to additional specified conditions; and
- (b) will be delivered or sent by prepaid post to the address nominated in each successful Applicant's EOI.

15.3 An EOI is not deemed to be accepted unless and until NSW DPI notifies the Applicant of the acceptance by notice in writing (the “**Notice of Conditional Acceptance**”). A Notice of Conditional Acceptance will be delivered or sent by prepaid post to the address nominated in each successful Applicant's EOI.

15.4 Successful Applicants will be required to enter into a Formal Instrument of Contract in the manner described in **Part C** [Conditions of Contract] on terms to be advised by NSW DPI which, together with this Invitation, any Addenda clarifying the Requirements, the EOI and the Notice of Conditional Acceptance, will constitute the **Contract** for the work to which this Invitation relates. No Contract exists until a Formal Instrument of Contract has been signed by both the Applicant and NSW DPI.

15.5 Before signing the Formal Instrument of Contract, the Applicant must comply with all conditions precedent set out in this Invitation or any Notice of Conditional Acceptance including, without limitation, providing:

- (a) written evidence to NSW DPI's satisfaction of all appropriate insurances if the Applicant has not already done so; and
- (b) digital photographs of each Aircraft, which photographs should clearly show the Aircraft's colour scheme and any markings, as well as showing the radio configuration of the Aircraft; and
- (c) digital photographs of each Pilot and Flight Crew.

Note: The NSW Rural Fire Service is currently developing Pilot Identification Cards with the intention of issuing such cards to all pilots endorsed to fly Aircraft under the NSW RFS “Call When Needed Approved Operator List” (developed under a separate request for Expressions of Interest issued by the NSW RFS). NSW DPI may consider adopting the same or a similar method of identification.

15.6 The Contract between NSW DPI and a successful Applicant formed by the Formal Instrument of Agreement will be constituted by the following documents:

- Document 1: this Invitation (including the Conditions of Contract in **Part C**);
- Document 2: any Addenda clarifying the Invitation (including any Addenda to **Part E** [Statement of Requirements]);
- Document 3: the successful Applicant's EOI;
- Document 4: the Notice of Conditional Acceptance;
- Document 5: the Formal Instrument of Contract.

In the event of any inconsistency or ambiguity between the provisions in different documents constituting the Contract, the order of precedence to resolve the inconsistency or ambiguity shall, subject to any agreement in writing to the contrary set out in the Formal Instrument of Contract, be from Document 5 to Document 1.

- 15.7 Any Variation to a Contract in accordance with **Part C.33** will take priority over Documents 5 to 1 above, unless otherwise agreed.
- 15.8 Upon entry into a formal Contract the Applicant will:
- (a) become a Prequalified Operator; and
 - (b) be placed on the Approved List maintained by NSW DPI.
- 15.9 Prequalified Operators must ensure that all details held by NSW DPI in connection with their EOI are kept up-to-date and must advise NSW DPI immediately in writing of any substantial change in any details provided to NSW DPI in connection with this document, including their employment, partnering, trading, technical capacity, ownership, financial or contact details. Without limitation to the foregoing Prequalified Operators must notify NSW DPI immediately in writing if they become or are at risk of becoming insolvent or are financially or operationally unable to proceed with a Contract.

16. Status of a “Call When Needed” Contract

As this Invitation is for a standing offer to establish an arrangement with a number of Prequalified Operators to provide Helicopter and/or fixed wing Aircraft support for Emergency Operations and other operations identified by NSW DPI from time to time, each Applicant acknowledges that:

- (a) the Contract is not an exclusive contract and NSW DPI may, at its discretion, engage other operators to provide Services;
- (b) NSW DPI is not obliged to request any or any minimum volume of Services from the Prequalified Operator under the Contract;
- (c) the Services will be provided, as and when required by NSW DPI, in accordance with directions issued from time to time by NSW DPI;
- (d) NSW DPI may issue a direction for the provision of Services to a Prequalified Operator (a “**direction**”) either:
 - (i) in writing via a Call Out Notice; or
 - (ii) verbally, although NSW DPI must ensure that any verbal directions are followed as soon as reasonably practicable with a written Call Out Notice confirming the request;
- (e) a direction issued by NSW DPI may seek any quantity/period/type of Services;
- (f) the Prequalified Operator must:
 - (i) accept and fulfil any direction in accordance with the terms of the Contract, provided that if NSW DPI seeks Services in respect of operations or activities other than Emergency Operations, then:
 - (A) NSW DPI must first provide details of the nature of its request for Services; and
 - (B) the parties will act in good faith to negotiate a Variation in the manner described in **Part C.33**; or
 - (ii) if it cannot fulfil all or part of a direction, notify NSW DPI immediately and provide a brief explanation (for example, because the Prequalified Operator’s Aircraft or Aircrew are unavailable, or because the Prequalified Operator or Pilot in command has determined that any aspect of the relevant operation as set out in that explanation would be unsafe);
- (g) the Contract will continue for the term specified in the Formal Instrument of Contract, unless terminated earlier in accordance with its terms, and subject to a satisfactory Formal Annual Review (as described in **Part C**); and
- (h) new Applicants will be permitted to submit an EOI to join the Scheme at any time during the Invitation Period. However, after the Initial Closing Date, such EOIs will be evaluated/processed at a convenient time for relevant NSW DPI evaluation personnel, based on operational capacity and NSW DPI workload.

17. Disclaimers

- 17.1 NSW DPI reserves the right not to accept any EOI which does not comply with this document or the requirements of NSW DPI, including on the basis of price, suitability of Aircraft or operator, location or over-supply of the type of Aircraft. The decision to approve (with or without conditions) or reject any EOI is at the absolute discretion of NSW DPI. NSW DPI’s decision will be final.
- 17.2 NSW DPI reserves the right, in its absolute discretion, to downgrade or terminate the participation of the Applicant for any reason, regardless of whether the EOI submitted conforms to the requirements of this Invitation.
- 17.3 NSW DPI will not be liable for any costs or damages incurred in the exercise of such discretion or any decision to downgrade or terminate an Applicant’s prequalification.
- 17.4 For additional disclaimers please refer to **Part C** [Conditions of Contract].

18. EOI costs

All costs and expenses incurred by the Applicant in any way associated with the development, preparation and submission of an Application, including but not limited to attendance at meetings, discussion and providing any additional information required by NSW DPI, will be borne entirely and exclusively by the Applicant.

19. Ownership of EOI

Each Applicant agrees that all copies of their EOI submitted to NSW DPI become the property of NSW DPI and that NSW DPI may make further copies of and use the EOI for the purposes of evaluation and preparing a contract.

20. NSW Government procurement policies and related Codes

- 20.1 In 1999 the NSW Government introduced a procurement policy package, intended to achieve service, economic, environmental and social policy objectives through procurement while continuing to obtain best value for taxpayers’ money.
- 20.2 Applicants should familiarise themselves with the following key NSW Government policy documents, available from the NSW Department of Commerce website at www.dpws.nsw.gov.au :
- (a) the Code of Practice for NSW Government Procurement;
 - (b) the Code of Tendering for NSW Government Procurement;
 - (c) the Policy Statement for NSW Government Procurement; and
 - (d) Implementation Guidelines for NSW Government Procurement.
- 20.3 Applicants **must** comply with (a) the Code of Practice for NSW Government Procurement and (b) the Code of Tendering for NSW Government Procurement (“**the Codes**”). The ability of an Applicant to comply with the Codes is an essential condition of prequalification.
- 20.4 Additional policies and particular policy objectives which must be implemented in regards to any procurement resulting from approved Contracts are drawn to the attention of Applicants in this Part. Those requirements are reflected in the minimum standards and requirements applying to Aircraft, Pilots, Aircrew and Aircraft operators, as detailed in this Invitation.

- 20.5 The Applicant agrees and acknowledges that:
- (a) lodgement of an EOI will itself be an acknowledgment and representation by the Applicant that it is aware of the requirements of the Codes; and
 - (b) if requested, the Applicant agrees to provide periodic evidence of compliance with the Codes and access to all relevant documentation to demonstrate compliance for the duration of any contract that may be awarded.
- 20.6 If an Applicant fails to comply with the Codes, this failure may be taken into account by NSW DPI when considering the EOI or any subsequent application which may be passed over by NSW DPI, without prejudice to any other rights of action or remedies available to NSW DPI.

21. Conflict of Interest, Collusion and Corrupt Behavior

- 21.1 It is an essential condition of submitting an EOI that all potential Applicants be free of any conflict of interest (whether that interest is financial, material or otherwise, direct or through any contract, retainer or agreement).
- 21.2 Conflicts of interest may include, for example and without limitation, any relationship (family or otherwise) between the Applicant and NSW DPI, or any relationship between any employee of the Applicant and any employee of NSW DPI involved in evaluation of EOIs or administration of contracts or in possession of Confidential Information relating to the EOI or the Contract.
- 21.3 If an Applicant is aware of a conflict of interest they may still submit an EOI provided they include full details in **Part F** of that conflict and procedures which they would adopt to remove it, if their EOI is successful (see **Parts C.17.4** and **F.3.8**). NSW DPI’s decision as to whether a conflict of interest can be removed or managed to its satisfaction will be final.
- 21.4 Applicants must not engage in any unethical behaviour, or seek to obtain an unfair advantage, in obtaining business with NSW DPI.
- 21.5 Evidence of collusive tendering may lead to the rejection of some or all EOIs and Applicants involved in such practices may be barred from tendering to NSW DPI in the future.
- 21.6 If an Applicant or any of its officers, employees, agents or sub-contractors is found to have engaged in collusion, corrupt behaviour or offered any inducement or award to any public servant, employee or agent of NSW DPI in connection with this Invitation or the EOI, then the EOI may be disqualified and any subsequent contract terminated.

22. Competitive Neutrality

- 22.1 In this Invitation, 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.

- 22.2 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.
- 22.3 An Applicant 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.
- 22.4 The principal or other appropriate senior officer of the Applicant who constitutes Government Business is required to affirm, in **Part F.3.13**, that the Applicant complies with this policy.

C. CONDITIONS OF CONTRACT

1. General

The terms of the proposed Formal Instrument of Contract between NSW DPI and a successful Applicant will be provided to each successful Applicant in due course by NSW DPI but will include, without limitation, the Conditions of Contract set out in this Part.

2. Evaluation of EOIs

Please refer to **Part D**.

3. Conditional Acceptance of an EOI and entry into formal Contract

No Contract will come into existence until a Formal Instrument of Agreement has been executed by both parties. Please refer to **Part B** for further details.

4. Allocation of work by NSW DPI

4.1 Engagement of Aircraft operators for work in connection with Emergency Operations will be from the Approved List at NSW DPI’s discretion, subject to entry into a Formal Instrument of Contract in accordance with **Part B**.

4.2 The opportunities allocated by NSW DPI for Prequalified Operators will depend on prevailing workloads and conditions related to Emergency Operations or other operations. Prequalification does not automatically guarantee an engagement or contract opportunity and there is no guarantee of any amount of flying hours.

4.3 NSW DPI may engage one or more Prequalified Operators under the Scheme on a fixed short-term Contract to provide the Services.

5. Termination of this Invitation and/or the Scheme

NSW DPI may at any time, in its absolute discretion terminate the Scheme and/or the Invitation. Notice of such termination will automatically terminate the Contract between NSW DPI and each Prequalified Operator, unless otherwise agreed by NSW DPI and the relevant Prequalified Operator.

6. Annual review of the Contract and changes to information

- 6.1 The Contract shall commence once both parties have executed the Formal Instrument of Contract and shall continue for term of the Contract, unless terminated earlier pursuant its terms.
- 6.2 NSW DPI will review the Contract each year. At that time the Prequalified Operator:
- (a) will be required to participate in each such review and make available such information as is requested by NSW DPI, at no cost to NSW DPI; and
 - (b) may make such submissions to NSW DPI as the Prequalified Operator considers relevant to each review.
- 6.3 The objective of the review shall include, but not be limited to determining whether:
- (a) the Prequalified Operator still meets the requirements of NSW DPI;
 - (b) the contractual arrangements best meet the needs of NSW DPI;
 - (c) any amendments or variations should be made to the Contract to improve the delivery of the Services; and
 - (d) the Contract should continue.
- 6.4 The parties shall cooperate to implement any amendments or variations to the Contract or contract arrangements that arise from the review and that NSW DPI may consider desirable.
- 6.5 Prequalified Operators must undertake to keep all relevant information provided in accordance with this Invitation up to date, including, but not limited to:
- (a) current Prequalified Operator details;
 - (b) current details of Pilots and Flight Crew, including licences, endorsements, log books, medical due dates, training etc.;
 - (c) current Aircraft details; and
 - (d) current/updated insurance details in accordance with **clause 22** (including copies of all relevant certificates of currency).
- 6.6 Prequalified Operators must also submit such additional documents and information as requested by NSW DPI from time to time, within thirty (30) days of a request by NSW DPI, to enable NSW DPI to ensure that the Conditions of Contract and requirements of this Invitation (including the requirements in the Statement of Requirements) are met.
- 6.7 Prequalified Operators will have thirty (30) days from each anniversary of commencement of the Contract to seek a variation to pricing in accordance with **clause 13**. NSW DPI may, but is not obligated to, consider requests to vary pricing submitted outside that period.
- 6.8 Prequalified Operators must provide written notice to NSW DPI of any changes in the information provided in their EOI, and must also immediately notify the Contract Management Officer of any changes which may impact Services requested by NSW DPI.

7. General obligations and warranties of the Prequalified Operator

- 7.1 The Prequalified Operator will provide the Services in accordance with NSW DPI's reasonable directions, provided that NSW DPI ensures that any verbal directions are followed, as soon as reasonably practicable, by a written Call Out Notice confirming the relevant direction.
- 7.2 The Prequalified Operator is responsible for the supply and performance of all Personnel and equipment necessary for the proper performance of the Services relevant to the Prequalified Operator's EOI.
- 7.3 Without limitation to the specific obligations set out in the Contract the Prequalified Operator will, in the performance of the Services:
- (a) take all appropriate measures to protect people and property;
 - (b) avoid unnecessary interference with the passage of people and vehicles;
 - (c) prevent nuisance and unreasonable noise and disturbance; and
 - (d) comply with all Local Authority requirements.
- 7.4 The Prequalified Operator:
- (a) warrants that it has the necessary skills and experience to provide the Services to the standard expected of a contractor experienced in the performance of Services or a similar kind;
 - (b) will provide the Services in a timely manner and to the best of its skill and ability for the benefit of NSW DPI;
 - (c) will ensure that its Personnel have the necessary skills, licences, endorsements and expertise to perform those Services which are allocated to them by the Prequalified Operator; and
 - (d) must take all reasonable steps to ensure that all Personnel engaged in the provision of the Services:
 - (i) act diligently, ethically, soberly and honestly;
 - (ii) present in a neat, clean and professional manner;
 - (iii) do not take or use any drug unless prescribed by a medical practitioner or lawfully available without prescription and used in accordance with directions;
 - (iv) comply with all policies, procedures, rules, regulations, standards of conduct and the lawful directions of NSW DPI in respect of the use of its premises, equipment, business ethics or methodology, or contact with its Personnel or the public;
 - (v) do not commit any criminal offence or breach any obligation to any person or any law or regulation which could adversely affect the interest of NSW DPI or the provision of the Services;
 - (vi) do not sexually harass any person or unlawfully engage in any discriminatory behaviour;
 - (vii) carry at all times and display or present upon request appropriate identification; and
 - (viii) do not act in a manner which could disrupt or adversely affect NSW DPI's reputation, interest or goodwill.
- 7.5 The Prequalified Operator agrees and acknowledges that NSW DPI may require the replacement of any member of the Aircrew or any other Personnel of the Prequalified Operator who, in the opinion of NSW DPI, is not performing the Services to a satisfactory standard (including, without limitation, because they are not maintaining appropriate safety standards).

7.6 The Prequalified Operator agrees and acknowledges that NSW DPI relies on the expertise and skill of the Prequalified Operator and its Personnel (including Pilots and Aircrew) in the performance of the Services.

8. Standard of care

The Prequalified Operator 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 methods and practices;
- (c) with the high degree or 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 the Contract; and
- (d) in a manner which could reasonably be expected to protect the interests of NSW DPI.

9. Aircraft availability

9.1 At all times during Emergency Operations when the Prequalified Operator has been tasked to provide Services (a “**Service Period**”) the Prequalified Operator shall:

- (a) keep and maintain an Aircraft status register (the “**Aircraft Status Register**”) which details the availability status of each Aircraft at all times; and
- (b) identify Aircraft as being “Available” or “Not unavailable”; and
- (c) at any time during the Service Period make a copy of the then current Aircraft Status Register available to NSW DPI upon request.

9.2 The Prequalified Operator must notify NSW DPI immediately if any Aircraft provided to carry out Services becomes unavailable for any reason (eg through unserviceability, lack of fuel, maintenance, Aircrew unavailability, duty time limitations etc.).

10. Specific warranties as to skills and experience of Aircrew

10.1 The Prequalified Operator warrants that and at all times shall ensure that all Aircrew provided to pilot, operate or crew Aircraft under the Contract:

- (a) are appropriately and currently qualified, licensed, rated, endorsed, skilled, experienced to carry out the Services required;
- (b) without limitation to paragraph (a), have the experience and skills relevant to their position as required under this Invitation; and
- (c) are able to work as part of a team with NSW DPI and other Agency Personnel.

10.2 The Prequalified Operator agrees that should any certification system be introduced during the period of the Contract for Pilots or other Aircrew engaged in particular activities then the Pilots or other Aircrew engaged in such activities will be required to meet the required standards for certification at no additional cost to NSW DPI.

11. Fees

- 11.1 NSW DPI:
- (a) will pay the Prequalified Operator the fees specified in their EOI for any Services provided; and
 - (b) is only liable for fees in relation to Services provided under the Contract by the Prequalified Operator pursuant to a Call Out Notice submitted by NSW DPI in accordance with this Contract.
- 11.2 Invoices must be completed in accordance with these Conditions.
- 11.3 No fees will be payable for Services which the Contract Management Officer has not certified as being performed in accordance with the Contract.
- 11.4 Wet rates will be deemed to include all fuel, transportation of fuel, ground crew and equipment.
- 11.5 Except as provided for under **clauses 13** [Fee Variation] and **14** [Reimbursement of Costs and Expenses other than flying costs], all fees are firm and inclusive of all costs associated with supplying the Services.

12. Payment procedure

- 12.1 Payments of fees for Services provided by the Prequalified Operator in accordance with a direction by NSW DPI under a Call Out Notice will be claimable at the end of each calendar month or as otherwise agreed with NSW DPI, subject to the Prequalified Operator submitting a correctly rendered invoice to NSW DPI (in the form of a valid GST invoice if the Prequalified Operator is registered for GST).
- 12.2 If the Prequalified Operator is not registered for GST, the Prequalified Operator must provide NSW DPI with a “statement by a supplier” with the first invoice as required under the GST legislation or NSW DPI will withhold 48.5% of the fee in withholding tax as required under the GST law.
- 12.3 Claims submitted by the Prequalified Operator for payment are to be sent to:
- Contract Management Officer
c/- Emergencies Weeds and Pest Animals Branch
NSW Department of Primary Industries
Locked Bag 21
ORANGE NSW 2800
Facsimile: (02) 6391 3388
E-mail: aerial.contracts@dpi.nsw.gov.au
- 12.4 All invoices must:
- (a) be in a form approved by or acceptable to NSW DPI;
 - (b) identify the Contract and the Services to which the invoice relates and the relevant NSW DPI Contract Management Officer;
 - (c) where Services are charged on a time basis, specify the applicable rates and be accompanied by records of total time spent by individual persons in supplying the Services, including a copy of the Flight Operations Return and the dates on which the Services were provided; and
 - (d) provide the particulars of any discounts (if applicable).

- 12.5 Invoices for spray Services must be accompanied by an electronic GPS log file which identify the coordinates of the area sprayed.
- 12.6 Upon receipt of an invoice NSW DPI may require the Prequalified Operator to provide additional information to assist NSW DPI to determine whether or not an amount is payable.
- 12.7 NSW DPI will pay the fees due to the Prequalified Operator within thirty (30) days of receipt of the invoice or, if additional information is requested by NSW DPI, within thirty (30) days after receipt of the additional information, subject to the NSW DPI Contract Management Officer's certification that:
- (a) the Services provided are of an acceptable standard;
 - (b) the Services or the particular tasks are completed; and
 - (c) the Prequalified Operator's invoice is in accordance with the Contract.
- 12.8 Any additional costs and expenses to be reimbursed by NSW DPI in accordance with these Conditions of Contract will also be payable monthly in arrears, subject to any additional conditions set out in these Conditions of Contract.
- 12.9 NSW DPI has no obligation to pay a Prequalified Operator for any part of the Services until NSW DPI has been given a completed Flight Operations Return and a correctly rendered GST invoice, upon completion of a task.
- 12.10 No invoices will be accepted for payment by NSW DPI unless:
- (a) the fee or charge relates to an activity or task that has been authorised by an authorised officer of NSW DPI; and
 - (b) a copy of the Flight Operations Return, signed by the Pilot and the Contract Management Officer accompanies the invoice.
- 12.11 Any payment of money to a Prequalified Operator by NSW DPI does not constitute an admission on the part of NSW DPI that the Services performed by the Prequalified Operator are in conformity with the Contract and no payment will be deemed to release the Prequalified Operator from the requirements of the Contract.
- 12.12 If NSW DPI pays an invoiced amount to a Prequalified Operator and the invoice is subsequently found not to have been correctly rendered NSW DPI will:
- (a) pay any underpaid amount owed to the Prequalified Operator within thirty (30) days of receipt of a correctly rendered invoice or, if additional information is required by NSW DPI, within thirty (30) days after receipt of the additional information; and
 - (b) deduct any overpaid amount owed to NSW DPI from the next invoiced payment or, if no other payment is due to the Prequalified Operator pursuant to the Contract, recover the amount from the Prequalified Operator as a debt due to NSW DPI.
- 12.13 Payment transactions shall be undertaken in accordance with protocols nominated by NSW DPI.

13. Fee Variation

- 13.1 As provided for in **clause 11** [Fees] the fees for Services quoted in the Prequalified Operator’s EOI are firm, provided that at the end of each twelve (12) month period from execution (or otherwise as agreed by NSW DPI at its absolute discretion) the Prequalified Operator may submit a request to NSW DPI seeking (a “**Variation Request**”) approval:
- (a) to vary its hourly and daily standing rates as set out in its EOI; and/or
 - (b) for a variation in pricing due to any specific increase or decrease in the costs borne by the Prequalified Operator, due to changes in the economic or market conditions applicable to the relevant industry.
- 13.2 The Prequalified Operator must submit:
- (a) a Variation Request before incurring any related costs or expenses; and
 - (b) such documents in support of a Variation Request as may be reasonably requested by NSW DPI.
- 13.3 The Prequalified Operator acknowledges that it is an essential term of the Contract that all decreases in costs (including the costs of fuel, labour, maintenance and parts) shall be passed on to NSW DPI.
- 13.4 Approval of any Variation Request will be at the absolute discretion of NSW DPI. If the parties are unable to reach agreement on a Variation Request, the Prequalified Operator may terminate the Contract in accordance with **clause 30** [Termination by the Prequalified Operator].

14. Reimbursement of Costs and Expenses other than flying costs

- 14.1 Where a Prequalified Operator is engaged to operate from an area away from its normal base of operations, NSW DPI will negotiate in good faith with regard to reimbursing the Prequalified Operator for certain reasonable costs and expenses incurred by the Pilot and any additional Aircrew for time away from base.
- 14.2 Subject to NSW DPI’s prior written authority, NSW DPI will reimburse the Prequalified Operator for reasonable costs of accommodation and meals of the Pilot and Aircrew (as evidenced by invoices) in accordance with these Conditions of Contract. All other costs, expenses, fees or charges (“**Expenses**”) incurred by the Prequalified Operator or its employees are the responsibility of the Prequalified Operator, unless the Prequalified Operator has obtained the prior written consent of NSW DPI to incur such Expenses.
- 14.3 All Expenses incurred in respect of Aircrew change-over and maintenance of the Aircraft are the responsibility of the Prequalified Operator.
- 14.4 For the purposes of determining what are reasonable accommodation and meal expenses in accordance with **clause 14.2** NSW DPI will have regard to the rates under the travelling allowance applicable to the NSW Public Service.
- 14.5 Any claim for reimbursement under this clause must be accompanied by valid tax invoices or other documentary evidence to NSW DPI’s satisfaction.

- 14.6 Any reimbursement of costs, expenses, fees or charges by NSW DPI will be net of input tax credits (if any) to which the Prequalified Operator is entitled under the GST law.

15. Contract Management

- 15.1 NSW DPI appoints the Contract Management Officer to oversee the performance of the Contract.
- 15.2 The Prequalified Operator appoints the Prequalified Operator Representative, details of whom are set out in the EOI, to oversee the performance of the Contract.
- 15.3 The Prequalified Operator will ensure that its Representative will:
- (a) have the authority to make decisions binding on the Prequalified Operator in relation to the Contract;
 - (b) be available/contactable whilst Services are being performed and shall have qualifications and experience suited to their role and acceptable to NSW DPI;
 - (c) liaise with and report to the Contract Management Officer;
 - (d) attend briefings when reasonably required by the Contract Management Officer;
 - (e) be available for discussion as reasonably requested by the Contract Management Officer;
 - (f) promptly reply to any correspondence from the Contract Management Officer pertaining to the Contract; and
 - (g) if required by the Contract Management Officer, provide written reports to the Contract Management Officer in a form and to the standard required by NSW DPI and containing such information as may reasonably be required by NSW DPI.
- 15.4 The Prequalified Operator agrees to attend any ad-hoc meetings that may be initiated by NSW DPI from time to time, subject to reasonable notice.
- 15.5 All reports and meetings pursuant to this clause shall be provided or attended by the Prequalified Operator at no additional cost to NSW DPI.

16. Auditing and in-field compliance checks

- 16.1 The Prequalified Operator agrees that NSW DPI or any person authorised by NSW DPI may:
- (a) upon reasonable notice, examine all or any equipment, machinery, Maintenance Release, log books, Flight Logs/Flight Operations Returns, licences and other documents required by the Contract to confirm compliance with the Contract; and
 - (b) conduct on-site spot checks and daily compliance audits of Pilots and Aircraft tasked to carry out the Services.

The Prequalified Operator must provide all reasonable assistance to allow NSW DPI to complete such checks and examinations, and must ensure that its Personnel (including Aircrew) cooperate with NSW DPI.

- 16.2 The inspections, checks and compliance audits described in this **clause 16** may take place at the Prequalified Operator's main base or any base of operations (including in-field), or at its maintenance subcontractors.

- 16.3 The Prequalified Operator agrees and acknowledges that if any incident of non-compliance with the Contract by it or any of its Personnel (including Pilots) or any of its Aircraft (each a “**fault**”) is identified by or brought to the attention of NSW DPI then:
- (a) the Prequalified Operator will be notified accordingly and:
 - (i) the relevant Personnel and/or Aircraft must be immediately stood down until the fault is rectified; and
 - (ii) where appropriate, the relevant Personnel and/or Aircraft may be directed to return to their home base at the Prequalified Operator’s expense; and
 - (b) without limitation to paragraph (a), NSW DPI may, in its absolute discretion, immediately suspend, reject or reduce all or part of the Services that it has directed the Prequalified Operator to provide and/or terminate the Contract by notice in writing.

If NSW DPI suspends, rejects or reduces all or part of the Services in accordance with paragraph (b), NSW DPI may require the Prequalified Operator to immediately rectify the fault at its own cost to NSW DPI’s reasonable satisfaction.

- 16.4 Nothing in this clause detracts from the Prequalified Operator’s own obligations to:
- (a) immediately stand down Aircraft which become unserviceable during operations, as detailed further in **clauses 25.9 and 25.10**; and
 - (b) ensure it complies with all relevant statutory requirements, regulatory requirements, industry codes of practice etc, as described in **clause 32** [Compliance with statutory requirements, regulatory requirements and operational requirements].

17. **Specific warranties, undertakings and acknowledgements by the Prequalified Operator**

17.1 **Safety**

The Prequalified Operator:

- (a) warrants that its operation embraces appropriate principles of risk management, including a fatigue management strategy in accordance with the principles and requirements set out in **Part E.2**;
- (b) warrants that it has in place a Safety Management System or can demonstrate a commitment to SMS principles in accordance with the principles and requirements set out in **Part E.2**;
- (c) undertakes to:
 - (i) promptly cooperate with NSW DPI in any audit or review of its risk management and safety management that may be requested by NSW DPI, which audit or review may be carried out by a third party; and
 - (ii) take any action which NSW DPI directs the Prequalified Operator to take to rectify any issues NSW DPI considers may compromise the safety of any person, within a reasonable timeframe specified by NSW DPI, and the Prequalified Operator acknowledges that failure to comply with any such direction may result, at NSW DPI’s discretion, in:
 - (A) suspension of the Contract and any payment of monies due under the Contract until NSW DPI is satisfied that the appropriate safety standards have been met; or
 - (B) termination of the Contract;

- (d) acknowledges that, notwithstanding any of the above provisions, at all times the Prequalified Operator must comply with all relevant laws and must meet or be consistent with CASA requirements; and
- (e) acknowledges that NSW DPI may direct the Prequalified Operator to immediately cease its operations under the Contract for failing to observe any safety conditions in the Contract.

17.2 **Air Operator’s Certificate**

The Prequalified Operator:

- (a) warrants that, at the date the Contract commences and at any time at which it provides Services under the Contract:
 - (i) it holds a current AOC;
 - (ii) the AOC provides for aerial work operations in or of the type(s) used to provide the Services;
 - (iii) the AOC provides CASA approval for the Services;
- (b) undertakes to provide NSW DPI with a copy of its current AOC immediately prior to the provision of Services, if the current AOC is not already held by NSW DPI;
- (c) undertakes to comply with its AOC in performing the Services; and
- (d) undertakes to immediately notify NSW DPI if it fails to comply with its AOC, providing details of the non-compliance and actions proposed to be taken to remedy the non-compliance.

17.3 **Licences and approvals**

The Prequalified Operator warrants that, at the date the Contract commences and at any time at which it provides Services under the Contract, it holds (and undertakes to maintain at its own cost) all licences, approvals and consent necessary to perform the Services.

17.4 **Conflicts of Interest**

The Prequalified Operator:

- (a) warrants that, to the best of its knowledge, information and belief, at the date of the Contract, no conflict of interest exists or is likely to arise in the performance of its obligations under the Contract;
- (b) undertakes to notify the Contract Management Officer immediately in writing if a conflict of interest or risk of conflict of interest arises because of work undertaken for any person other than NSW DPI;
- (c) undertakes to take all reasonable measures to ensure that its personnel do not, during the term of its Contract, engage in any activity or obtain any interest which is in conflict with providing the Services to NSW DPI, and further undertakes to disclose any such activity in writing to the Contract Management Officer immediately; and
- (d) undertakes to cooperate with NSW DPI by taking whatever reasonable action may be requested by NSW DPI in writing to remedy a conflict of interest.

17.5 **Hazardous Substances**

The Prequalified Operator:

- (a) will not store or use any hazardous substances on NSW DPI property without obtaining the prior written consent of NSW DPI through the Contract Management Officer (where “**hazardous substance**” has the meaning given to that term in the *Occupational Health and Safety Regulation 2001*);

- (b) acknowledges that is solely responsible for and warrants that it will comply with and competently discharge its workplace health and safety obligations regarding the handling, storage and use and disposal of any hazardous substance in accordance with relevant workplace safety legislation, Advisory Standards, manufacturer’s recommendations and industry Codes of Practice;
- (c) warrants that it will not perform the Contract until it has complied with its obligations under this clause; and
- (d) without limitation to **clause 17.1(e)**, acknowledges that NSW DPI may direct the Prequalified Operator to immediately cease its operations under the Contract for failing to observe the workplace health and safety conditions contained in this clause.

17.6 **Payment of wages and allowances by the Prequalified Operator**

The Prequalified Operator:

- (a) warrants that all persons employed or engaged by it in or in connection with the Services will be paid all wages, allowances and fees of every kind required to be paid by or under any relevant award, determination or order of the State or territory in which the Services are being provided or by or under any industrial agreement that is in force in the State or territory of the Commonwealth in which the Services are being provided and warrants that that all such persons are or will be employed or engaged under the conditions contained in any such award, judgment, order or industrial agreement; and
- (b) acknowledges that it is a precondition, notwithstanding every other provision of the Contract, to the obligation to pay monies due to the Prequalified Operator that wherever requested by NSW DPI, that the Prequalified Operator must give NSW DPI a statutory declaration to the effect that no wages, allowances or fees are due and owing by the Prequalified Operator in respect of work undertaken for the purposes of the Contract.

17.7 **Record keeping and management**

Without limitation to specific record keeping and management requirements and timeframes set out in applicable NSW DPI SOPs or Task Profiles, the Prequalified Operator undertakes:

- (a) to keep all proper books, accounts, records, time sheets, Flight Logs/Flight Operations Returns and related documents and records (together the “**Records**”) in accordance with:
 - (i) the accounting principles generally applied in commercial practice in the relevant industry; and
 - (ii) good industry practice; and
 - (iii) the lawful requirements of public and other statutory authorities in any way affecting or applicable to the work (including without limitation all CASA or ATSB requirements);
- (b) within seven (7) days of a written request by NSW DPI (or within any such shorter timeframe nominated in applicable NSW DPI SOPs or Task Profiles) to give NSW DPI access to and copies of any material relevant to the performance of the Prequalified Operator’s obligations under the Contract, and any financial information that NSW DPI may reasonably require;
- (c) to give full and accurate answers to any questions NSW DPI may have concerning books or records relating to the Contract and provide all assistance reasonably requested by NSW DPI in respect of any inquiry into or concerning the Services or the Contract; and

- (d) to retain all such Records for a minimum of seven (7) years after termination or expiry of the Contract.

18. Security, safety of and access to premises and facilities

Prequalified Operator’s premises and facilities

18.1 The Prequalified Operator will at all reasonable times give access to the Contract Management Officer and any other person authorised by NSW DPI to premises and facilities occupied by the Prequalified Operator where the Services are being undertaken and will permit those persons to inspect the performance of the Prequalified Operator or its obligations under the Contract.

18.2 The Contract Management Officer and any other person authorised by NSW DPI will comply with all reasonable directions and procedures notified by the Prequalified Operator which are in affect at those premises or facilities, including those related to security and, occupational health and safety.

NSW DPI premises and facilities

18.3 The Prequalified Operator will, when using NSW DPI’s premises or facilities, comply with all reasonable directions and procedures which are in affect at those premises or facilities, including those related to security, occupational health and safety and the prevention of fraud, whether such directions and procedures are specifically drawn to the attention of the Prequalified Operator or might reasonably be inferred from the circumstances.

19. Publicity by Prequalified Operator

A Prequalified Operator must not use their prequalification as an advertisement or promotion in any form without the prior written consent of the Director-General of NSW DPI.

20. Intellectual Property

All Intellectual Property rights in all materials created under or developed in connection with this Contract will vest in the party creating the material, provided that in the case of any materials created by the Prequalified Operator:

- (a) it grants NSW DPI a royalty-free, non-exclusive, non-transferable licence to use, reproduce and adapt any such materials for the purposes of Emergency Operations; and
- (b) it will use its best endeavours to assist NSW DPI to obtain any moral rights consents which NSW DPI may require from the author of the material.

21. Indemnity

21.1 The Prequalified Operator agrees to release and indemnify NSW DPI, the State of NSW and all officers, servants and agents of the State of NSW from and against all actions, proceedings, claims and demands whatsoever whether directly or indirectly resulting from or arising out of or in connection with:

- (a) any negligence or other wrongful act or omission of the Prequalified Operator or any of the Prequalified Operator’s Personnel, or of any other persons for whose acts or omissions the Prequalified Operator is vicariously liable;
- (b) death, injury, loss or damage to the Prequalified Operator or its Personnel, visitors, invitees and licensees or any third parties to whom the Prequalified Operator has a duty of care;

- (c) any infringement or claimed infringement of a patent, trademark, design, copyright or other protected or Intellectual Property right of a third party; or
- (d) any breach of the Contract by the Prequalified Operator including, but not limited to, a breach in respect of which NSW DPI exercises an express right to terminate the Contract.

21.2 Without limitation to the above subclause, the Prequalified Operator must indemnify and hold harmless NSW DPI, the State of NSW and all employees, officers, servants and agents of the State of NSW from and against all expenses, losses, damages and costs (on a solicitor and own client basis and whether incurred by or awarded against such persons) that may sustain or incur, whether directly or indirectly, resulting from or arising out of or in connection with:

- (a) any loss of or damage to any property of, and/or injury to or death of, any person which arises directly or indirectly out of negligence, wilful misconduct, tort, or breach of a statutory duty or contract consequential to the performance of the Contract by the Prequalified Operator;
- (b) any infringement of a patent, trade mark, design, copyright or other protected rights by the Prequalified Operator;
- (c) any breach of any third party’s Intellectual Property rights by the Prequalified Operator; or
- (d) any infringement of the privacy rights of a third party by the Prequalified Operator.

21.3 The Prequalified Operator’s obligation to indemnify any person under this clause will be reduced to the extent that any negligent act or omission of the identified person contributed to the relevant liability or loss.

22. Minimum insurance requirements

22.1 The Prequalified Operator must hold and maintain and must ensure that all its subcontractors are beneficiaries under or otherwise hold and maintain, the following insurances at all times during the term of its Contract, or for such other period as may be specifically required by the Contract for the particular policy:

- (a) appropriate broad form of liability insurance which includes public liability insurance for a minimum amount of **\$20,000,000 (twenty million)** in respect of each claim during the policy period; and
- (b) if the Applicant proposes undertaking Services which will or may involve carrying any Passengers other than its own Crew (e.g. NSW DPI or Rural Lands Protection Board Personnel, representatives of NSW DPI, landowners etc.), they must hold a current Certificate of Compliance from CASA (which Certificate demonstrates that the Applicant has satisfactory Civil Aviation Air Carrier’s Liability Insurance) (see **Part E.5.9**);
- (c) Chemical Liability insurance (if applicable);
- (d) workers’ compensation insurance that complies with all applicable legislation for all the Prequalified Operator’s employees, including 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 Prequalified Operator 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; and

- (e) comprehensive third party property policies of insurance covering the use of any implement, vehicle or Aircraft in connection with the Contract.
- 22.2 The public liability insurance:
- (a) must be maintained by the Prequalified Operator for at least two (2) years after the conclusion of the Contract for an amount sufficient to indemnify the Prequalified Operator in respect of all liabilities arising out of the Contract; and
 - (b) must cover the Prequalified Operator’s liability to NSW DPI in respect of the Services and any products supplied ancillary to the services; and
 - (c) must include one automatic reinstatement provision; and
 - (d) must include a description of the risk covered by the policy.
- 22.3 At any time upon request of NSW DPI the Prequalified Operator must as soon as is reasonably possible (and in any event within seven (7) days) produce documentary evidence of such insurance and its currency to the satisfaction of NSW DPI.
- 22.4 All policies of insurance must be effected with an insurer reasonably satisfactory to NSW DPI.
- 22.5 The Prequalified Operator must ensure the insurance is extended to indemnify NSW DPI for any liability NSW DPI may have to persons employed by the Prequalified Operator.
- 22.6 The Prequalified Operator must ensure that the policies of insurance effected in compliance with the subclauses above:
- (a) include, as ‘named insureds’, the State of NSW, NSW DPI and their Personnel;
 - (b) provide that any cancellation of the policy by the insurer will not take effect until at least thirty (30) days after notice of such cancellation has been given to NSW DPI;
 - (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 will 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.
- 22.7 If the Prequalified Operator neglects, fails or refuses to keep in force any of the insurances which are required by this Contract or fails to make available those policies and evidence of currency as required by this Contract, then:
- (a) NSW DPI will be entitled to procure such insurance at the Prequalified Operator’s expense and to recover the cost of such insurance from the Prequalified Operator by deducting that cost from any sums or other charges that may be or may become payable by NSW DPI to the Prequalified Operator pursuant to the Contract; and

- (b) the Prequalified Operator will be deemed to be not providing the services required by the Contract and will forfeit any payments or monies due under the Contract until such time as the evidence of currency is provided to the satisfaction of NSW DPI or until NSW DPI procures such insurance according to the provisions of paragraph (a) above.

22.8 If the Prequalified Operator is insured under a foreign company’s or holding company’s insurance policy, that insurance policy must clearly indicate that it applies to and extends coverage to the Prequalified Operator.

22.9 The effecting of insurance shall not limit the liabilities or obligations of the Prequalified Operator under other provisions of the Contract.

23. Assignment and subcontracting

23.1 The Prequalified Operator must not assign, subcontract, transfer or novate the Contract or any right, benefit, interest or obligation thereunder without NSW DPI’s prior approval in writing.

23.2 The Prequalified Operator must not appoint any subcontractors to perform any of its obligations under the Contract without NSW DPI’s prior approval.

23.3 Approval to assign or subcontract the provision of all or any of the Services will not relieve the Prequalified Operator from any liability or obligation under the Contract. The Prequalified Operator will be liable to NSW DPI for the acts, defaults or omissions of subcontractors and employees and agents of subcontractors.

24. Special conditions for cleaning equipment, vehicles and Aircraft

The Prequalified agrees and acknowledges that, to prevent or minimise the entry and spread of noxious weeds and plant and animal diseases, it:

- (a) must ensure that all Aircraft, fuel and support vehicles are regularly cleaned;
- (b) must, when working in areas of known infestation or outbreak, take appropriate action according to procedures determined by NSW DPI, including any requirements to undertake wash down before and after leaving the relevant area; and
- (c) may be required to clean and/or disinfect vehicles according to legislative requirements if entering environmentally sensitive areas.

25. Conditions precedent to undertaking aerial support activities

25.1 The Prequalified Operator must notify NSW DPI of any variation in respect of Aircraft and/or Pilot information and obtain NSW DPI’s approval in writing to such variation before dispatching the Aircraft and/or Pilot to undertake aerial support in connection with Emergency Operations.

25.2 The Prequalified Operator and its Personnel must be suitably trained and able to demonstrate current competency.

- 25.3 In addition to any specific quality, safety and environment requirements in the Contract, the Prequalified Operator must:
- (a) either:
 - (i) have an accredited Safety Management System; or
 - (ii) be able to demonstrate to NSW DPI’s satisfaction that it has adopted a robust and satisfactory Safety Management System or has a commitment to and complies with all appropriate risk and safety management practices and requirements, including any which may be required by law, by good practice within the industry or by company policy (this requirement is detailed further in **Part E.3**); and
 - (b) if appropriate having regard to the size and complexity of the organisation and the activities they undertake (if in doubt the Prequalified Operator must consult with NSW DPI), have:
 - (i) a Quality Assurance System; and/or
 - (ii) an Environmental Management System.
- 25.4 Only Aircraft and Pilots specifically approved by NSW DPI are authorised to carry out activities in support of Emergency Operations. No Pilot may undertake any task for NSW DPI unless approved in writing.
- 25.5 On receipt of a verbal direction and/or a written Call Out Notice, the Prequalified Operator must accept or decline the relevant task(s) and advise the requesting NSW DPI officer of the registration of the responding Aircraft, the callsign of the Aircraft and the name of the Pilot-in-command.
- 25.6 Each Aircraft must carry a current Maintenance Release (issued under the *Civil Aviation Regulations 1988*), a copy of which is to be attached to the EOI and which must also be produced to an officer of NSW DPI on request. No Aircraft is to be dispatched to carry out Emergency Operations with less than twenty (20) hours remaining on its Maintenance Release, unless prior approval in writing has been given by the requesting NSW DPI officer. In addition, any activities carried out by a Prequalified Operator, including operations relating to dispatch of Aircraft, must comply with Australian and NSW Government legislation.
- 25.7 Aircraft will be required to operate from helibases/pads and/or airstrips, sealed or unsealed, which are within their performance and certification requirements.
- 25.8 The Prequalified Operator must ensure that all Pilots and Aircrew are aware of and comply with the operating requirements in **Part E.9**.
- 25.9 If any Aircraft becomes unserviceable during operations the Prequalified Operator must:
- (a) immediately stand down the Aircraft until the relevant fault is rectified; and
 - (b) notify NSW DPI.

- 25.10 If the fault described in **clause 25.9** affects operational effectiveness and not safety, the Prequalified Operator may ask NSW DPI to authorise the relevant Aircraft and Aircrew to continue undertaking aerial support activities which are not affected by the fault. Any consent by NSW DPI to the Prequalified Operator to continue undertaking aerial support Services with the affected Aircraft and Aircrew:
- (a) must be in writing;
 - (b) will be at NSW DPI’s absolute discretion and, for example, may not be given where the fault will interfere with the Aircraft’s ability to carry out the particular aerial support activities which the Prequalified Operator has been contracted to undertake; and
 - (c) if given, may reduce all or part of the aerial support activities that the Prequalified Operator has been directed to undertake.
- 25.11 Nothing in this document relieves the Prequalified Operator or its Aircrew from their responsibilities under any laws of Australia or from any obligation to comply with Aircraft manufacturer’s recommendations.
- 25.12 The Prequalified Operator must agree, and must ensure that any Pilot engaged by the Prequalified Operator agrees, that an authorised officer of NSW DPI may, upon reasonable notice, examine any or all Maintenance Releases, log books, Flights Logs, equipment and machinery to confirm compliance with this document and the proposed Contract. These inspections may take place:
- (a) in the field;
 - (b) at the Prequalified Operator’s main base or operational bases; or
 - (c) at the premises of any maintenance subcontractors of the Prequalified Operator.

26. Unsatisfactory Performance

- 26.1 Pilots who fly recklessly, perform ineffective work, do not follow reasonable instructions, are unable to meet departure and/or destination deadlines, or whose general performance is, in the opinion of NSW DPI, unsatisfactory, will be suspended from all operations in connection with Emergency Operations control activities. The Contactor will be informed in writing if such a suspension occurs. NSW DPI will report any breach of Civil Aviation Regulations or Orders to the Civil Aviation Safety Authority for investigation.
- 26.2 For the purposes of **clause 26.1** unsatisfactory performance by a Pilot includes, but is not limited to, the Pilot’s:
- (a) failure to meet NSW DPI operational objectives and directions, provided that at all times the Pilot’s own judgment as to safety shall take priority over any such objectives or directions;
 - (b) inability to effectively hit targets whilst spraying;
 - (c) inability to navigate accurately;
 - (d) failure to perform required daily inspections;
 - (e) breaches in regard to Civil Aviation Act, Regulations and Orders;
 - (f) over flying Maintenance Release hours;
 - (g) falsifying a Maintenance Release; or
 - (h) failure to provide records as required by NSW DPI in a timely manner, or any other breach of the Pilot’s responsibilities as set out in the Contract.

27. Negation of employment in provision of services

The Prequalified Operator will not

- (a) represent itself, and shall ensure that its employees do not represent themselves, as being employees or agents of NSW DPI or the NSW Government; and
- (b) by virtue of the Contract or by performance of the Services be or be deemed to be in the service or employment or be or become an agent of NSW DPI or any Agency.

28. Termination for Default

28.1 If the Prequalified Operator breaches any clause of the Contract the Prequalified Operator will be in breach of the Contract and NSW DPI may give the Prequalified Operator a notice to remedy the breach.

28.2 If NSW DPI issues a notice in accordance with **clause 28.1** and:

- (a) NSW DPI considers that the failure is not capable of remedy, NSW DPI may:
 - (i) terminate the Contract by notice in writing to the Prequalified Operator and in such event any money paid or payable by NSW DPI to the Prequalified Operator up to the date of termination shall be deemed to be in full satisfaction and discharge of all claims for payment for Services rendered hereunder whatsoever that the Prequalified Operator has or may have against NSW DPI; and
 - (ii) recover from the Prequalified Operator any losses or damage suffered by NSW DPI as a consequence of the breach or breaches by the Prequalified Operator of the Contract;
- (b) NSW DPI considers that the failure is capable of remedy, then:
 - (i) NSW DPI may, by notice, require that the failure be remedied within a time specified in the notice (being not less than seven (7) days); and
 - (ii) if the failure is not remedied in accordance with a notice given under paragraph (i), then NSW DPI may by further notice, terminate this Contract immediately.

28.3 If the Prequalified Operator:

- (a) suspends payment of its debts or is unable to pay its debts;
- (b) has execution levied on any of its assets and the execution is not satisfied within twenty eight (28) days;
- (c) enters into an arrangement, reconstruction or compromise with its creditors or any of them;
- (d) has a receiver appointed for all or any part of its assets;
- (e) has an application made or order filed for its administration, voluntary or compulsory liquidation, winding up, dissolution or bankruptcy; or
- (f) ceases to carry on business,

the Prequalified Operator will be in breach of the Contract and, notwithstanding **clauses 28.1** and **28.2**, NSW DPI may immediately terminate the Contract by written notice.

29. Termination or reduction for NSW DPI’s convenience

In addition to any rights to terminate the Contract for default in accordance with **clause 28**, NSW DPI may at any time and in its absolute discretion terminate the Scheme and/or the appointment of the Prequalified Operator as a Prequalified Operator or reduce the scope of the Services by notice in writing with effect from the date nominated in the notice and without the need to give reasons.

30. Termination or declining of tasks by the Prequalified Operator

30.1 The Prequalified Operator may terminate the Contract at any time by giving at least two (2) months notice in writing to NSW DPI.

30.2 Without limitation to **clause 30.1**, the Prequalified Operator may decline the tasks specified in a Call Out Notice submitted by NSW DPI, but acknowledges that any such action without reasonable grounds may be cause for review and/or possible termination of the Contract by NSW DPI.

31. Effect of termination or reduction

31.1 Termination of the Contract shall be without prejudice to any accrued rights or obligations of a party, and shall not:

- (a) affect any claim or action either party may have against the other by reason of any antecedent breach of the Contract; or
- (b) relieve either party of any obligation under the Contract which is expressed to continue after termination.

31.2 Where NSW DPI issues a notice of termination of Contract or reduction in the scope of the Services, the Prequalified Operator shall:

- (a) stop or reduce work in compliance with the notice;
- (b) comply with any directions given by NSW DPI;
- (c) do everything possible to mitigate all loss, costs (including the costs of its compliance with any directions) and expenses in connection with the termination or reduction, including those arising from affected subcontracts; and
- (d) in the case of a notice of reduction, continue work on any part of the Services not affected by the notice.

31.3 Where the Contract is terminated by NSW DPI:

- (a) whilst the Prequalified Operator is not engaged in providing any Services, NSW DPI shall to the extent permitted by law have no liability to the Prequalified Operator; or
- (b) in the course of any Emergency Operations in which the Prequalified Operator is engaged in providing Services, NSW DPI shall only be liable for:
 - (i) fees due under the payment provisions of the Contract for Services properly rendered before the effective date of termination; and
 - (ii) any reasonable costs and expenses unavoidably incurred by the Prequalified Operator and directly attributable to the termination;provided the Prequalified Operator substantiates those fees, costs and expenses to NSW DPI’s reasonable satisfaction.

- 31.4 Where NSW DPI issues a notice of termination of Contract or reduction in the scope of the Services, the Prequalified Operator shall:
- (a) not be entitled to any compensation for consequential loss or loss of prospective profits (including any profit anticipated on any part of the Contract terminated) as a result of termination of the Contract by NSW DPI; or
 - (b) not be liable to pay compensation under **clause 31.3(b)** in an amount which would, in addition to any amounts paid or due, or becoming due, to the Prequalified Operator under the Contract, together exceed the fees.
- 31.5 The following clauses survive termination of the Contract:
- (a) **clauses 17.7** [Record keeping and management], **21** [Indemnity], **22** [Insurance], **28** [Termination for default], **37** [Dispute Resolution], **38** [Confidentiality and Privacy], this **clause 31**; and
 - (b) any other clause which by its nature is intended to survive termination.

32. Compliance with statutory requirements, regulatory requirements and operational requirements

- 32.1 The Prequalified Operator must ensure that any Services provided under the Contract shall comply with:
- (a) the requirements of all relevant state and federal Acts, awards and codes;
 - (b) the requirements of all ordinances, regulations, by-laws, orders and proclamations made or issued under any Acts or Ordinances, including without limitation Civil Aviation Orders, Civil Aviation Regulations and like statutes;
 - (c) the lawful requirements of public and other statutory authorities in any way affecting or applicable to the work including, without limitation, all CASA requirements;
 - (d) relevant operational orders, procedures and instructions of the Prequalified Operator and NSW DPI policies as promulgated from time to time; and
 - (e) any relevant policies or standard operating procedures of NSW DPI, insofar as those policies or procedures relate to the provision of the Services and do not otherwise conflict with any lawful requirements.
- 32.2 If the Prequalified Operator fails to comply with any of the requirements in **clause 32.1** the Prequalified Operator must immediately notify NSW DPI in writing of the details of the non-compliance and actions proposed to be undertaken to remedy the non-compliance.
- 32.3 Unless otherwise agreed NSW DPI will make copies of relevant policies and procedures available to the Prequalified Operator before commencement of any Emergency Operations or other operations in respect of which Services are required and will, if requested, arrange a briefing with the Prequalified Operator at which NSW DPI will answer the Prequalified Operator’s reasonable questions in relation to those policies and procedures.
- 32.4 The Prequalified Operator shall arrange 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 time.

33. Variation of Contract

33.1 Once NSW DPI accepts an EOI and a Contract is formed between NSW DPI and the relevant Prequalified Operator, the terms of the Contract may only be amended by formal agreement in writing signed by NSW DPI and the relevant Prequalified Operator (a “**Variation**”), subject to **clauses 33.2, 33.3 and 33.4**. The costs of any Variation, unless otherwise directed by NSW DPI, must be agreed in writing by NSW DPI and the relevant Prequalified Operator before the work to which the Variation relates commences.

33.2 **Changes to Task Profiles and SOPs and consequential changes to Services:** NSW DPI may, in its absolute discretion, amend or add to the NSW DPI SOPs and Task Profiles at any time by notice to the Prequalified Operator (any verbal notice is to be followed by written notice of any such amendments or additions as soon as reasonably practicable).

If and to the extent that any amendment or addition to NSW DPI SOPs or Task Profiles:

- (a) amends the Services required by NSW DPI in connection with the relevant SOP or Task Profile and gives rise to an increase or decrease in the Prequalified Operator’s costs and expenses then the Prequalified Operator must notify NSW DPI as soon as practicable, whereupon the parties agree to negotiate in good faith with regards to any change in the fees payable by NSW DPI to the Prequalified Operator for such Services; and
- (b) is inconsistent with the requirements set out in **Part E** [Statement of Requirements], then the amended NSW DPI SOP or Task Profile will prevail.

33.3 **Requests by NSW DPI for additional Services:** NSW DPI may, from time to time, ask Prequalified Operators to provide additional Services:

- (a) in respect of Emergency Operations; and/or
- (b) in respect of other NSW DPI operations and activities which may not be not directly related to Emergency Operations.

The terms of any such additional Services will be negotiated in good faith between NSW DPI and the relevant Prequalified Operator.

33.4 **Changes to the Statement of Requirements:** Subject to **clauses 33.2, and 33.3** above, NSW DPI may in its absolute discretion at any time amend any requirements set out in **Part E** [Statement of Requirements] including, without limitation, as a result of any changes to its requirements in relation to Emergency Operations, provided that:

- (a) if the amendment arises as a result of changes beyond the control of NSW DPI (for example due to a change in legislative or regulatory requirements applying to aircraft operators or Aircrew) then it will take effect immediately and at no cost to NSW DPI;
- (b) if the amendment is made by NSW DPI as a result of changes in its own requirements:
 - (i) it will not take effect as between NSW DPI and a Prequalified Operator until NSW DPI issues notice in writing to the relevant Prequalified Operator of the amended terms; and
 - (ii) the parties shall negotiate in good faith with regards to any change in the fees payable by NSW DPI to the Prequalified Operator for any Services provided in connection with the relevant requirements.

33.5 Negotiation in good faith of any changes: For the avoidance of doubt, where the parties have an obligation to negotiate in good faith any change in the fees payable in accordance with **clauses 33.2, 33.3 or 33.4** above, the Prequalified Operator:

- (a) may opt to submit an Addendum to their original EOI in response to the relevant change or addition, which Addendum will be evaluated in a manner consistent with **Part D** [Evaluation Process]; and
- (b) is not obligated to continue to provide the affected Services until a formal Variation is agreed by the parties setting out, among other things, NSW DPI’s requirements, the tasks to be undertaken, the fees payable and any additional conditions.

34. Applicable law

The Contract is governed by, and will be construed in accordance with, the law for the time being in force in New South Wales and the parties submit to the jurisdiction of the courts of that jurisdiction.

35. Notices

35.1 Any notice or other communication under or in relation to the Contract must be in writing and may be delivered by prepaid postage, by hand or by facsimile transmission:

- (a) in the case of NSW DPI, to the following address:

Contract Management Officer
c/- Emergencies Weeds and Pest Animals Branch
NSW Department of Primary Industries
Locked Bag 21
ORANGE NSW 2800
Facsimile: (02) 6391 3388
Telephone: (02) 6391 3680
Email: aerial.contracts@dpi.nsw.gov.au

or to such other address as may be notified in writing to the Prequalified Operator from time to time; and

- (b) in the case of the Prequalified Operator, at the address specified in the Prequalified Operator’s EOI.

35.2 Notice will be deemed to be given:

- (a) four (4) days after deposit in the mail with postage prepaid;
- (b) immediately upon delivery by hand; and
- (c) immediately upon an apparently successful facsimile transmission of the entire notice being noted by the sender’s transmitter, prior to 5.00pm on any Business Day, and if after 5.00pm the notice will be deemed to be given at 9.00am on the next Business Day.

36. Force majeure

- 36.1 In this clause an '**event of Force Majeure**' means any event 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 the Contract and that is beyond the reasonable control of that party including forces of nature, industrial action and action or inaction by a Federal or State or territory government agency (other than NSW DPI), an act or war (whether declared or not) or terrorism, the mobilisation of armed forces, civil commition or riot, natural disaster or embargo, but not including an occurrence of an event the type in respect of which the Prequalified Operator is expected to provide Services.
- 36.2 The Prequalified Operator will not be liable for a breach of Contract or any losses, damages or injury incurred by NSW DPI wherever performance of the Contract is prevented or delayed by an event of Force Majeure. If the delay is caused by the default of a sub-contractor and arises out of causes beyond the control of both the Prequalified Operator and sub-contractor and without the fault or negligence of either of them, the Prequalified Operator shall not be liable for damages for the delay unless the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Prequalified Operator to meet the requirements of the Contract.
- 36.3 NSW DPI will not be liable for any losses, damages or injury incurred by the Prequalified Operator as a result of NSW DPI's inability to accept or pay for Services by reason of an event of Force Majeure.
- 36.4 If either party is unable wholly or in part to perform its obligations under the Contract as a result of the occurrence of the event of Force Majeure, such party shall immediately give notice to the other of the details of such occurrence, and thereupon both parties shall make arrangements and adjustments to the Contract as necessary.
- 36.5 Unless otherwise agreed in writing, upon cessation of the event of Force Majeure affecting performance of the Contract, both parties shall as far as practicable complete performance of their respective obligations under the Contract.

37. Dispute Resolution

- 37.1 The parties shall in the first instance attempt to resolve any dispute or difference arising between the Prequalified Operator and NSW DPI as to the construction of the Contract or as to any other matter or thing arising or in connection with the Services (a "**Dispute**") by negotiation.
- 37.2 If any Dispute arises between the parties then either party may give to the other notice in writing by hand or certified mail adequately identifying the matters the subject of Dispute and the giving of such notice shall be a condition precedent to commencement by either party of any legal proceedings (except proceedings seeking interlocutory relief) with regard to the matters the subject of the Dispute.

- 37.3 Each party must negotiate in good faith to resolve a Dispute and, if necessary to resolve the Dispute, involve the Chief Executive Officers or other senior officers of the parties directly in the negotiations.
- 37.4 If the Dispute involves technical matters and has not been resolved by negotiations under the previous subclause within a reasonable time, the parties will refer the Dispute for determination by an independent expert agreed by the parties in the technical field of the Dispute.
- 37.5 If the Dispute is not resolved under **clause 37.3** or **37.4** within 30 days (or longer period agreed between the parties), the parties must refer the Dispute for mediation by the Australian Commercial Dispute Centre Limited (“ACDC”) for resolution in accordance with the Mediation Rules of the ACDC.
- 37.6 If the Dispute is not resolved under **clause 37.5** within 60 days after referral (or longer period agreed between the parties) either party may initiate proceedings in a court.

38. Confidentiality and Privacy

- 38.1 In this clause “**Confidential Information**” means information of or pertaining to a party (the “**disclosing party**”) that:
- (a) is by its nature confidential and the other party (the “**recipient**”) knows or ought to know is confidential; or
 - (b) is designated by the disclosing party as confidential, but does not include information which:
 - (i) is or becomes public knowledge other than by breach of this Contract or by any other unlawful means;
 - (ii) is in the possession of the recipient without restriction in relation to disclosure before the date of disclosure by or on behalf of the disclosing party; or
 - (iii) has been independently developed or acquired by the recipient.
- 38.2 The Prequalified Operator must, in relation to Confidential Information:
- (a) keep it confidential;
 - (b) use it only as permitted under this Contract and only disclose it to Personnel who have a need to know;
 - (c) not copy it or any part of it that is in material form other than as strictly necessary and mark any such copy ‘Confidential – [Name of PRINCIPAL]’;
 - (d) promptly comply with any request by NSW DPI to return or destroy any or all copies of Confidential Information unless required by law to be retained;
 - (e) implement security practices against unauthorised copying, use and disclosure (whether that disclosure is oral, in writing or in any other form); and
 - (f) immediately notify NSW DPI if the Prequalified Operator becomes aware of any:
 - (i) unauthorised copying, use or disclosure in any form; or
 - (ii) disclosure required by law.
- 38.3 The Prequalified Operator must ensure that no Confidential Information is used, copied, supplied or reproduced for any purpose other than for the execution of the Services, without the prior approval in writing of NSW DPI.

- 38.4 NSW DPI will treat as “commercial-in-confidence” all Confidential Information provided to it in the Prequalified Operator’s EOI (and any Addendum), so far as the law permits, provided that NSW DPI may disclose such information on a confidential basis to other Agencies for the purposes of the Scheme, unless the Prequalified Operator has expressly indicated otherwise in its EOI.
- 38.5 Where the Prequalified Operator has access to “**Personal Information**” (as defined in the Privacy and Personal Information Protection Act 1998) in order to fulfill its obligations under the Contract it must:
- (a) ensure that personal information is protected against loss and against unauthorised access, use, modification or disclosure or against other misuse, and not disclose any such Personal Information without the consent of:
 - (i) the consent of the person to whom the Personal Information relates; or
 - (ii) NSW DPI, unless otherwise required or authorised by law;
 - (b) use that Personal Information only for the purposes of performing its obligations under this Contract;
 - (c) comply with the Information Protection Principles applying to NSW public sector agencies under the *Privacy and Personal Information Protection Act 1998*;
 - (d) make its Personnel, agents and subcontractors aware of the Prequalified Operator’s obligations under this clause and include equivalent requirements regarding Personal Information as set out in this clause in any subcontract entered into for the provision of any of the Services; and
 - (e) comply with such other privacy and security measures as NSW DPI reasonably advises the Prequalified Operator in writing from time to time.

39. Waiver

A waiver by either party of in respect of a breach of a provision of the Contract by the other party shall not be deemed to be a waiver in respect of any other breach and the failure of either party to enforce at any time a provision of the Contract shall in no way be interpreted as a waiver of such provision.

40. No contra proferentum

In the interpretation of this Contract, no rule of construction will apply to disadvantage a party because that party proposed a provision of the Contract or the Contract itself.

41. Severability

The invalidity or unenforceability of any one or more of the provisions of the Contract will not invalidate or render unenforceable the remaining provisions of the Contract. Any illegal or invalid provision of the Contract will be severable and all other provisions will remain in full force and effect.

42. Governing law

The Contract will be governed by and construed in accordance with the law of the State of New South Wales and the parties submit to the jurisdiction of the courts of that State and all courts competent to hear appeals therefrom.

43. Set off

NSW DPI has the right to set off any amount due and payable by it to the Prequalified Operator under the Contract against any amount due and payable by the Prequalified Operator to NSW DPI under the Contract.

44. GST

44.1 In these Conditions of Contract:

- (a) “**Consideration**”, “**Tax Invoice**”, “**Taxable Supply**” and “**Supply**” have the same meaning as provided for in the GST Law;
- (b) “**GST**” is a goods and services tax and has the same meaning as in the GST Law; and
- (c) “**GST Law**” means any law imposing a GST and includes *A New Tax System (Goods & Services Tax) Act 1999* (Cth) or if that Act does not exist, means any Act imposing, or relating, to a GST and any regulation based on those Acts.

44.2 Every invoice issued by a person making a Supply must be in the form of, or be accompanied by, a valid Tax Invoice. No amount is payable until a valid Tax Invoice for the amount due is received.

44.3 The parties agree that agreed fees for the Services under the Contract are GST inclusive and that the amount payable under the Contract shall not be varied by an additional amount on account of GST.

45. Pay As You Go Withholding Tax

45.1 In this clause “ABN” has the same meaning as in the *Taxation Administration Act 1954* (Cth) (the “**PAYG legislation**”).

45.2 The Prequalified Operator acknowledges that in terms of the PAYG legislation, NSW DPI is required to withhold part of any amounts payable to the Prequalified Operator if the Prequalified Operator has not supplied an ABN.

46. Government taxes, duties and charges and superannuation

46.1 All taxes, duties and charges imposed or levied in Australia or overseas in connection with the performance of the Contract shall be borne by the Prequalified Operator.

46.2 If the circumstances of engagement of the Prequalified Operator are such that, in accordance with any law, NSW DPI must pay compulsory contributions on behalf of the Prequalified Operator to a superannuation fund, such contributions will be deducted from the amount of any fees otherwise payable under the Contract and paid to a superannuation fund nominated by the Prequalified Operator.

D. EVALUATION PROCESS

1. Evaluation Process

- 1.1 All eligible EOIs will be evaluated in accordance with the criteria set out below (the “**Evaluation Criteria**”). The Evaluation Criteria are listed in no particular order, are not exhaustive and may be weighted according to the requirements of NSW DPI.
- 1.2 NSW DPI reserves the right to evaluate EOIs according to the Evaluation Criteria in a manner of its own choosing.
- 1.3 In the course of the evaluation process, NSW DPI may request additional information by way of clarification or otherwise. The cost of providing any additional information must be borne by the Applicant.
- 1.4 Applicants may be required to provide supplementary written information, and/or be interviewed by a NSW DPI representative or evaluation team.
- 1.5 NSW DPI reserves the right to seek clarification, verification and additional information from third parties, including financial viability/aspects of the Applicant, and the Applicant authorises NSW DPI to do so.
- 1.6 In the evaluation of EOIs, NSW DPI may take into account any information about the Applicant that NSW DPI receives from any source.
- 1.7 In the course of the evaluation process NSW DPI will undertake a compliance check to:
 - (a) ascertain whether all mandatory requirements of this Invitation have been met; and
 - (b) confirm that **Part F** has been completed satisfactorily, and that all documents to be provided as part of the Applicant’s EOI have been provided in satisfactory form and are current. In that regard the Applicant’s checklist at **Part F.2** includes a list of:
 - (i) sections to be completed by the Applicant in **Part F.2.1**; and
 - (ii) documents to be provided by the Applicant in **Part F.2.2**; and
 - (c) confirm the Applicant’s acceptance of the Conditions of Contract and/or acceptance by NSW DPI of any proposed changes to those conditions.

2. Deemed acceptance of the terms of this Invitation

By submitting an EOI, each Applicant is deemed to have accepted the terms of this Invitation.

3. Additional due diligence checks by NSW DPI, including checks of Applicant’s financial capacity

Before any Notice of Conditional Acceptance is given and/or before any Contract is awarded, and as part of the due diligence process, NSW DPI may undertake and may take into consideration any of the following:

- 3.1 security, probity or financial checks in relation to the Applicant or affiliated companies, which may require the execution of forms for the provision of Confidential Information; and

- 3.2 searches of individual company directors including, but not limited to, listing of banned directors by the Australian Securities and Investments Commission, outstanding judgment searches, CRAA enquiries, bankruptcy searches, criminal records searches etc.

The Applicant must, if requested by NSW DPI, provide all reasonable assistance to NSW DPI to allow the checks to be conducted, and authorises NSW DPI to submit any financial information provided by the Applicant for independent financial assessment.

4. Suitability Meeting

Applicants may be asked to attend a suitability meeting with NSW DPI staff. The meeting will discuss the Applicant’s EOI and provide the opportunity for the Applicant to clarify information provided in their EOI.

5. Evaluation Criteria

- 5.1 NSW DPI’s evaluation of the EOIs will seek to identify suitable Prequalified Operators according to the following evaluation criteria (in no particular order or priority):
- (a) net cost of services;
 - (b) adherence to all requirements of the Invitation, in particular the Statement of Requirements (including Safety requirements, general requirement for Applicants requirements, legislative requirements, Aircraft requirements, Pilot requirements and operating requirements);
 - (c) standard of technical qualifications and experience of the Applicant’s Personnel;
 - (d) reliability, quality and maintainability of the Applicant’s equipment;
 - (e) standard of Applicant’s quality control procedures and systems;
 - (f) without limitation to paragraph (b), proven safety record together with a demonstrated commitment to safety management (with preference given to Applicant’s with an active Risk and Safety Management System; and
 - (g) ability of Applicant to perform the tasks required and fulfil the Contract, including compliance with all appropriate NSW Government policies.
- 5.2 Many factors, including past performance, will contribute to the assessment and information supplied in response to the various parts of this document will contribute to the assessment against each criterion.
- 5.3 As part of the evaluation process, Applicants may be invited to make a presentation to NSW DPI. Details made available by Applicants during any presentation shall contribute towards the assessment of EOIs.

6. Disclaimer

In addition to the disclaimers set out in **Part 7** [Information for Applicants - Disclaimers] NSW DPI will not be liable for any costs or damages incurred in the exercise of any discretion or any decision to refuse, downgrade or terminate an Applicant’s prequalification.

7. Notification of successful Applicants (Prequalified Operators)

- 7.1 NSW DPI will notify all unsuccessful Applicants by letter. Unsuccessful Applicants will be advised of the reason(s) their application was not accepted and will be able to reapply during the life of the Scheme if their situation (pertaining to why their application was not accepted) changes. If an Applicant is unsuccessful in gaining prequalification for any reason, including an incomplete application, NSW DPI may, but is not bound to, accept further information supporting reconsideration of prequalification.
- 7.2 Successful Applicants will receive notice in writing of the conditional acceptance of their EOI (the “**Notice of Conditional Acceptance**”) in accordance with **Part 15.2**. Prequalified Operators will be required to enter into a formal Contract in accordance with **Part Error! Reference source not found.4**

8. Complaints

It is the NSW Government’s objective to ensure that industry is given every opportunity to win Government contracts. Should any entity or Applicant feel that it has been unfairly excluded from this Invitation or unfairly disadvantaged by the terms of the proposed Contract, it is invited in the first instance to raise any issues with the NSW DPI Contact Person. If any complaint is not dealt with to the satisfaction of that entity or Applicant, it should write to:

Chairperson
State Contracts Control Board
Level 3, McKell Building
2-24 Rawson Place
SYDNEY NSW 2000

E. STATEMENT OF REQUIREMENTS

1. OVERVIEW OF THIS STATEMENT OF REQUIREMENTS

This Part contains the detailed description of the requirements of this Invitation.

All Applicants must satisfy or comply with the following requirements and responsibilities before they can be placed on the Approved List (of Prequalified Operators). Satisfactory compliance with **all** requirements will be essential to acceptance of an Applicant’s EOI, unless stated otherwise in this Invitation.

Each Applicant must complete **Part F** (the Expression of Interest) to confirm that, if it becomes a Prequalified Operator, it can and will comply with this Statement of Requirements. The minimum Information required from each Applicant is summarised in the Checklist set out in **Part F.2**.

2. SERVICE REQUIREMENTS

All Applicants must, if they become Prequalified Operators, provide the Services:

- 2.1 as directed by NSW DPI from time to time and in accordance with applicable NSW DPI SOPs and Task Profiles;
- 2.2 in accordance with the terms of this Invitation, in particular this **Part E** (which includes, without limitation, safety requirements; quality assurance and environmental management requirements; general requirements; legal requirements; minimum Aircraft, Pilot and Aircrew requirements and operating requirements).

3. SAFETY REQUIREMENTS - Risk and Safety Management Framework and Fatigue Management System

The following requirements related to risk and safety management are without limitation to specific safety requirements set out elsewhere in this Invitation or which apply at law.

- 3.1 **Background:** NSW DPI acknowledges CASA’s work over the last 10 years in encouraging operators to adopt Safety Management Systems (SMS) and CASA’s intention to mandate the implementation of SMS in all air transport operations in the near future. Air Transport Operations include charter operations and this is in part the reason that NSW DPI and other Agencies have adopted the Charter standard for all Aircraft capable of carrying passengers.

The environment in which the Emergency Operations described in this Invitation are conducted may at times be difficult or extreme, with additional stress and heightened pressure. Please refer to **Part E.9** [Operating requirements] for a detailed overview of the emergency operating environment and special risks, obstacles and hazards which will vary according to the particular environment and operating conditions, including terrain, climatic and locust conditions.

- 3.2 **Minimum risk and safety management requirements:** Safety is the paramount concern in the conduct of Emergency Operations. NSW DPI:
- (a) seeks to contract with Applicants who have adopted or are actively progressing the adoption of robust SMS; and
 - (b) will not task a Prequalified Operator to provide Services under the Scheme until that Prequalified Operator has provided adequate evidence of a commitment to risk and safety management.

It is therefore a condition precedent to undertaking aerial support Services (as set out in **Part C.25.3**) that each Prequalified Operator:

- (a) have an accredited SMS; or
- (b) be able to demonstrate to NSW DPI’s satisfaction that it has adopted a robust and satisfactory Safety Management System or has a commitment to and complies with compliance with all appropriate risk and safety management practices and requirements, including any which may be required by law, by good practice within the industry or by company policy (such as in their Operations Manual or related safety documents) in the manner described below.

3.3 **Satisfactory risk and safety management systems or practices:**

Requirement

Each Prequalified Operator must:

- (a) have an accredited SMS (such as one which is certified to Australian Standard 4801) and a satisfactory risk management plan; or
- (b) be able to demonstrate to NSW DPI’s satisfaction, via supporting material, that it has adopted or is actively progressing the adoption of a robust and satisfactory SMS and risk management system and has a commitment to appropriate risk and safety management practices and principles.

Notes: Applicants who do not have an accredited SMS may experience delays in the processing of their EOI by NSW DPI.

Applicants who do not provide supporting material which demonstrates, to NSW DPI’s satisfaction, their claim of a robust and satisfactory SMS and risk management plan or a commitment to appropriate risk and safety management practices and principles, will not be accepted.

What is risk and risk management?

The Australian – New Zealand Standard for Risk Management (AS/NZS4360) defines risk as: *"The chance of something happening that will have an impact upon objectives. It is measured in terms of likelihood and consequences."*

Risk management is an ongoing process applied to all aspects of your operations. Any new project, event, initiative or operation should have a risk assessment completed. Risk management may be described as a five step process:

1. Establishing the context
2. Identify risk
3. Assess risks
4. Treat risks
5. Ongoing monitoring and review

What is a satisfactory SMS and risk management plan?

A robust and satisfactory SMS would be one which meets the following CASA definition of a Safety Management System, being:

“an integrated set of work practices, beliefs and procedures for monitoring and improving the safety and health of all aspects of the [Applicant’s] operation (which) ... recognises the potential for errors and establishes robust defences to ensure that errors do not result in incidents or accidents” (CASA 2002).

CASA has also developed a “*Safety Management Toolkit*” to provide aviation industry organisations with information and practical advice to help establish and maintain a safety culture in their operation, which is currently available at:

<http://www.casa.gov.au/sms/index.htm>

A risk management plan should:

- demonstrate that the Applicant has identified and assessed the risks involved in undertaking the aerial support activities that the Applicant seeks to supply to NSW DPI and has adopted appropriate strategies and measures to minimise risk;
- outline the foreseeable risks of each aerial activity and provide a set of actions taken to both prevent the risk from occurring and reduce the impact of the risk should it eventuate.

How to demonstrate compliance with this requirement

An Applicant could validate their claim to a commitment to appropriate risk and safety management practices and principles by:

- (a) providing evidence to NSW DPI of accreditation of their systems; and/or
- (b) providing details and evidence of:
 - (i) work practices, beliefs and procedures and supporting material which demonstrates an effective workplace safety program and workplace culture which actively promotes the continuing development and enhancement of healthy, safe and efficient work practices and demonstrates a commitment to the occupational health and safety of Personnel and other persons. Appropriate elements of such practices would include those listed in the risk and safety management system checklist at **Part F.4**, namely:
 - a commitment by senior management to safety and risk management practices;
 - appropriate objectives, policies and procedures related to risk management and occupational health and safety;
 - evidences the appointment of a safety officer who has authority to report directly to the chief executive officer of the Applicant (smaller operators may be able to satisfy this requirement if they can show that the chief executive officer or other senior executive is directly responsible for tasks typically undertaken by a safety officer); and

- an active safety committee;
- (ii) active workplace systems which ensure that hazards, risks and incidents are identified, reported and evaluated, and that appropriate follow-up action is taken. These systems would include an operational risk management system and incident reporting system. Again, appropriate elements of such systems would include those listed in the risk and safety management system checklist at **Part F.4**, namely:
- a process to identify foreseeable hazards and risks (“risks”) that may be encountered during the specific type of activities which the Applicant is seeking to supply;
 - a process to categorise risks (to enable the Applicant to assign a rating of the likelihood of each risk occurring; a rating of the impact (consequence) should the risk occur; and an overall priority rating given to each risk according to its likelihood and impact (ie low, medium or high) to assist with follow-up action);
 - a process to manage risks (for example, a risk plan should include a set of actions/procedures to be implemented to avoid, transfer or mitigate each risk, based on the priority assigned to each risk according to low, medium and high priority. Mitigation strategies should be implemented to reduce the likelihood and/or consequences of each risk should they eventuate as low as reasonably practicable and a residual rating assigned for any resultant risk following implementation of such strategies);
 - a system for reporting risks and follow-up actions taken;
 - auditing and accident/incident investigation;
 - document and data control;
- (iii) training and operational procedures related to safety in the Applicant’s Operations Manual or other supporting safety documents. Again, an appropriate element of such procedures would include the following, as listed in the risk and safety management system checklist at **Part F.4**:
- staff training and education programs, including a safety promotion program;
- (iv) an appropriate fatigue risk management system;
- (v) that Pilots and Aircrew are qualified, trained and endorsed; and
- (vi) ensuring that the Applicant’s safety policies and procedures comply with all relevant laws (including applicable Occupational Health and Safety legislation and aviation safety legislation) and meet or are consistent with related CASA requirements.

3.4 **Risk and safety management checklist:** Applicants should complete the risk and safety management system checklist at **Part F.4**, and attach supporting material, to validate their claim of a satisfactory SMS or a commitment to appropriate risk and safety management practices and principles.

The checklist is provided as a guide only. For example, NSW DPI may (at its discretion) be satisfied with a smaller Applicant's SMS or risk and safety management practices and principles, even though they do not have all the formal structures or systems detailed in the checklist, **provided** the relevant Applicant provides supporting material which validates their claim to the satisfaction of NSW DPI. Accordingly, Applicants should include all additional supporting material which they consider relevant to their risk and safety management practices, including details of relevant:

- Policies and procedures
- Safe work practices
- OHS training
- Workplace inspections (which include health and safety inspections)
- Management structure and risk management processes; and
- OHS monitoring and reporting arrangements.

Note: Acceptance of the adequacy of an Applicant's SMS or risk and safety management practices and principles by NSW DPI satisfaction for the purposes of this Invitation is **NOT** to be regarded as an endorsement of the Applicant's systems and the Applicant must at all times have regard to its obligations at law and good industry practices.

3.5 **Fatigue management system:** Applicants must have a fatigue management system or practices which comply with any minimum fatigue management standards set by CASA, Air Services Australia, or Australian and State Government legislation. See, for example, the flight and duty time limitations set out in:

- CASR Part 137 (which applies to aeroplanes engaged in aerial application operations other than rotorcraft);
- CAO Part 48 (which deals with flight and duty time limitations); and
- the standard industry exemptions issued by CASA to CAO Part 48 for aerial agriculture, aerial mustering and aerial spotting (Part X).

Applicants should provide details of their fatigue management system or related practices in their EOI. It may involve a distinct system or form part of the Applicant's SMS. Please refer to information on safety management on CASA's website for further details:

<http://casa.gov.au/sms/>

NSW DPI reserves the right to set and maintain more restrictive fatigue management standards for flying operations (eg standards requiring more limited flying hours) during Emergency Operations under the Scheme, having regard to the particular environment and operating conditions. Any such additional and more restrictive fatigue management standards imposed by NSW DPI:

- (a) must be approved by the Manager, General Emergencies Preparedness & Response;
- (b) will be communicated in writing to Prequalified Operators from time to time during Emergency Operations; and
- (c) will be in addition to (and do not in any way override or seek to reduce) the minimum standards set by CASA, Air Services Australia, or Australian and State Government legislation.

- 3.6 **Right to audit compliance:** NSW DPI reserves the right to audit Applicants' and Prequalified Operators' compliance with their SMS and related risk and safety management practices and principles.
- 3.7 **Cooperation with any safety audit:** Applicants (and Prequalified Operators) must participate promptly and cooperatively in any safety audit. Any such audit would be organised by NSW DPI at its expense and may be carried out by a third party.
- 3.8 **Accident and incident reporting and investigation**
- (a) All Aircraft operators must report incidents and accidents as required by ATSB. All Applicants and Prequalified Operators are reminded that a key component of any safety programme is the timely reporting of accidents and incidents.
 - (b) Applicants must include details of any previous aviation safety accidents or incidents (ie **all** aviation safety occurrences which were notifiable to the ATSB, including immediately reportable matters and routinely reportable matters as defined in the *Transport Safety Investigation Regulations 2003*) in their EOI, together with details of any related safety investigations and recommendations and any subsequent actions taken by the Applicant.
 - (c) Once a Contract is entered into, Prequalified Operators must provide details to NSW DPI of any new aviation safety accidents or incidents reports they are required to provide to CASA or the ATSB.
 - (d) Applicants and Prequalified Operators must allow NSW DPI to inspect their safety records, upon request.
- 3.9 **Legislative and CASA requirements**
- All Applicants must continue to ensure that their safety systems and strategies meet or are consistent with all relevant laws, CASA requirements and good industry practice.

4. **QUALITY ASSURANCE AND ENVIRONMENTAL MANAGEMENT REQUIREMENTS FOR CERTAIN APPLICANTS**

- 4.1 **Condition precedent for certain Applicants:** As set out in **Part C.25.3** it is a condition precedent to undertaking aerial support Services for certain Applicants, having regard to the size and complexity of the organisation and the activities that the relevant Applicant undertakes, that they have:
- (a) a Quality Assurance System; and/or
 - (b) an Environmental Management System.
- If an Applicant has any doubts as to whether it should have such systems for the purposes of compliance with these requirements, it must consult with NSW DPI.
- 4.2 **Right to audit compliance:** NSW DPI reserves the right to audit Applicants' and Prequalified Operators' compliance with requirements related to Quality Assurance Systems and Environmental Management Systems.
- 4.3 **Cooperation with any audit:** Applicants (and Prequalified Operators) must participate promptly and cooperatively in any audit of these requirements. Any such audit would be organised by NSW DPI at its expense and may be carried out by a third party.

5. GENERAL REQUIREMENTS FOR APPLICANTS

- 5.1 **Air Operator’s Certificate (AOC):** Applicants must have a current Air Operator’s Certificate (“AOC”), suitably endorsed for all the Services to be carried out (eg for aerial agriculture and/or charter, as appropriate).
- 5.2 **Charter AOC:** Any Aircraft capable of carrying passengers is required to be operated under a Charter AOC unless it is a Helicopter which is intended for use in aerial spraying only (where an Agricultural AOC will be required).
- 5.3 **Certificate of registration:** Company Applicants must provide a certified copy of the Certificate of Registration, and Applicants which are another form of registrable entity (such as an association or a registered business) must provide a certified copy of the applicable Certificate of Registration and schedule issued by a recognised certifying body.
- 5.4 **Flight and duty time:** All Pilot flight times must be in accordance with CAO 48 [Flight time limitations] and, in the case of agricultural operations involving aeroplanes other than rotorcraft, Part 137 of the *Civil Aviation Safety Regulations 1998*.

Note: Part 137 applies to aeroplanes engaged in aerial application operations other than rotorcraft. At the date of issue of this Invitation, rotary wing operations were not affected by CASR Part 137 and continue to be governed by the existing Civil Aviation Regulations 1988.

Any exemptions to these requirements which the Applicant has been given by CASA should be notified to NSW DPI.

- 5.5 **Skills and experience of Applicant and key Personnel:** NSW DPI seeks to contract with Applicants who have experience in work similar to that detailed in this Invitation, and whose key Personnel have appropriate experience or training in managing and supporting similar operations. All Services related to Emergency Operations require high standards and must be concluded in a timely fashion, and will frequently be required in remote and difficult circumstances.

Applicants and their Personnel must understand the importance of dispatch reliability in Emergency Operations, and should 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.

- 5.6 **Contact capability:** Applicants must have 24 hour contact capability via fax and phone.
- 5.7 **Availability for and attendance at pre-season briefings:** NSW DPI may conduct pre-season briefings each year prior to the commencement of significant operational activity for any Emergency Operation (eg prior to the commencement of the fire season or an expected plague locust outbreak). Briefings will be held at appropriate locations in NSW.

Prequalified Operators must agree to make key Personnel (at a minimum the Chief Pilot and/or the Prequalified Operator’s Representative) available at the Prequalified Operator’s expense for formal briefings to be held before Emergency Operations at appropriate locations in NSW. It is then the responsibility of each Prequalified Operator’s chief Pilot or Prequalified Operator’s Representative to ensure that all other Pilots employed or contracted by the Prequalified Operator subsequently receive the briefing.

- 5.8 **Insurances:** Without limitation to the obligations specified in **Part C.22** Applicants must:
- (a) hold (or agree to take out) and maintain all the minimum insurances described in **Part C.22**, including:
 - (i) public liability insurance;
 - (ii) workers’ compensation insurance; and
 - (iii) comprehensive third party property policies of insurance;
 - (b) ensure that those policies of insurance include NSW DPI and the other persons identified in **Part C.22.6** as ‘named insureds’; and
 - (c) produce documentary evidence of such insurances and their currency to the satisfaction of NSW DPI, whenever requested by NSW DPI.
- 5.9 **Certificate of Compliance from CASA (if applicable):** Any Prequalified Operator who undertakes Services which involve carrying **any** Passengers (e.g. NSW DPI or Rural Lands Protection Board Personnel or other representatives of NSW DPI, landowners etc.), will be required to hold a current Certificate of Compliance from CASA. A Certificate of Compliance demonstrates that the aircraft operator holds Carrier’s liability insurance that satisfies the relevant legislative requirements for all types and models of Aircraft on the Applicant’s Air Operating Certificate and ensures that compensation will be paid in respect of death or personal injury suffered by Passengers on the operator’s Aircraft. Any Prequalified Operator who does not hold Carrier’s liability insurance may conduct work on behalf of NSW DPI, but will **NOT** be authorised to carry **any** Passengers other than **their own** Crew.
- 5.10 **Capacity to supply Pilots and Aircraft when needed:** Applicants must confirm they have the capacity to:
- (a) dispatch Aircraft and Pilots that comply with the requirements in the following clauses, to provide aerial support to assist Emergency Operations under the Scheme; and
 - (b) supply sufficient Pilots to remain within the requirements related to flight and duty time and fatigue management specified in this Invitation.
- 5.11 **Responsibilities under the *Pesticides Act 1999* - Aircraft (pesticide applicator) licence**
- (a) Applicants must comply with the requirements regarding licensing of operators and Pilots for pesticide application under the *Pesticides Act 1999*. Applicants seeking to offer their services for aerial spraying work must have a current Aircraft (pesticide applicator) licence under the *Pesticides Act 1999*.

- (b) Any holder of an Aircraft (pesticide applicator) licence who causes an Aircraft to be used in the application of a pesticide must, under the *Pesticides Act 1999*:
- (i) make and maintain a record of all aerial applications of pesticides which record must comply with the requirements of that Act and the *Pesticides Regulation 1995* (the “**Spray Application Record**”); and
 - (ii) give a copy of each Spray Application Record to:
 - the owner or occupier of the land on which the pesticide was applied as soon as practicable after application, in accordance with the requirements under the *Pesticides Regulation 1995*; and
 - to NSW DPI within 72 hours, or any other timeframe set out in NSW DPI’s SOPs or Task Profiles or notified to the Prequalified Operator from time to time;

Spray Application Records must include details of the date and location where the spray applications were done; a description of the crop in respect of which the pesticide was applied or other situation in which it was used; rates and frequency of application; total amount (quantity) of product used; the names and addresses of the persons conducting the spray application; and the names, addresses and contact details of the owners or occupiers of the land in respect of which the pesticide was applied. Accordingly, all Aircraft involved in the aerial application of pesticides must have appropriate GPS guidance systems with data recording and downloading capability.

- (c) Nothing in this Invitation or any subsequent Contract relieves any Prequalified Operator of the above responsibilities.
- (d) Although not a requirement under the *Pesticides Act*, it is a precondition to payment for aerial spraying Services that Prequalified Operators supply a copy of the relevant Pilot’s Spray Application Record to NSW DPI within three (3) days of the spray application taking place.

5.12 **Handling Dangerous Goods:** Applicants should provide details in their EOI of any access they have to airstrips with storage licensed to handle ‘Dangerous Goods’ within the meaning of the *Occupational Health and Safety Act 2000 (NSW)*. In addition to this NSW DPI reserves the right to audit Applicants against their compliance with the *Dangerous Good Act 1975*. Although not an essential requirement of this Invitation, the use of airstrips with such storage will assist in reducing the risks associated with the use of locust insecticide.

5.13 **Fuelling**

- (a) The Prequalified Operator is responsible for the supply of fuel for the Aircraft. Prequalified Operators and their Pilots must ensure their own fuelling capability in support of their Aircraft.
- Note: NSW DPI may provide stocks of fuel to more efficiently support the conduct of Emergency Operations and in these circumstances the uplift of NSW DPI sourced fuel should be noted on the daily Flight Operations Return.

- (b) Although not mandatory, the provision of an in-field refuelling capability is highly desirable to NSW DPI.
- (c) All fuel delivery, handling and storage must be in compliance with all relevant Australian and State Dangerous Goods legislation and applicable Codes of Practice and consistent with good industry practice (for example, Prequalified Operators should ensure that fuel at remote locations is checked for contamination prior to re-fuelling).
- (d) Under normal circumstances NSW DPI will not be responsible for the supply of aviation fuel. Pilots are not to order fuel on behalf of or on the account of NSW DPI unless specifically authorised to do so by NSW DPI (in which case all uplifts of fuel, and the supplier of that fuel, are to be identified on the appropriate form).
- (e) Manual, electric and diesel based delivery systems are the only methods currently allowed whilst operating under this Agreement. **The use of petrol powered pumps is strictly forbidden.**
- (f) All delivery systems must:
 - (i) be in good condition and working order; and
 - (ii) have appropriate bonding leads.
- (g) All delivery system hoses must have caps.
- (h) Prequalified Operators must provide appropriate sized fuel / chemical spill kits for all nominated Aircraft and fuelling systems.
- (i) All Prequalified Operators' Personnel must wear appropriate clothing and personal protective equipment during fuelling operations.
- (j) Although all fuel delivery, handling and storage is the responsibility of the Prequalified Operator, NSW DPI may require, and all Prequalified Operator Personnel must cooperate with, an inspection of fuelling resources by an approved person, at NSW DPI's expense, to ensure compliance with Australian and State Government legislation.
- (k) Any decision by a Prequalified Operator who has entered into a Contract with NSW DPI to supply fuel to Aircraft belonging to another operator is entirely a matter for those parties. NSW DPI is not a party to and will not become involved in those transactions.

6. LEGAL REQUIREMENTS

Without limitation to other requirements in this document, all procedures under which an Applicant is organised and operates must comply with all applicable legislative requirements, CASA requirements and any requirements in:

- (a) *Civil Aviation Act 1988 (Cth)*;
- (b) *Civil Aviation Regulations 1988 (Cth)*;
- (c) *Civil Aviation Safety Regulations 1998 (Cth)*;
- (d) *Civil Aviation Orders (Cth)*;
- (e) *Civil Aviation (Carriers' Liability) Act 1959*;
- (f) the Applicant's Operations Manual;
- (g) Codes of Practice applying to the Applicant's operations ;
- (h) *Occupational Health and Safety Act 2000 (NSW)*;
- (i) *Occupational Health and Safety Regulations 2001 (NSW)*;
- (j) *Pesticides Act 1999 (NSW)*; and
- (k) *Dangerous Goods Act 1975 (NSW)*.

7. MINIMUM AIRCRAFT REQUIREMENTS

7.1 Requirements for all Aircraft

- (a) **Survival Kits:** Operators should ensure that at all times their Aircraft carry survival kits. Such kits should include as a minimum: thermal (space) blankets, rations for 48hrs, survival booklet, matches, water and signaling equipment.
- (b) **On-board passenger safety cards and passenger safety briefings:** All charter category Aircraft are to carry passenger safety cards for the purpose of briefing Passengers on what to do during an emergency.

Passenger safety cards should depict such information as safe approach and departure zones around the Aircraft, the use of seat belts, the donning of life jackets and the emergency brace position. All Passengers are to receive a safety briefing by the Pilot or Aircrew prior to take-off of the Aircraft.

- (c) **Visibility of Aircraft:** Lights must be provided to permit direct viewing of light from any position above the Aircraft, within the same horizontal plane as the Aircraft, and below the Aircraft.

All Aircraft must be painted in a clearly visible paint/colour scheme and be well presented and clean, as far as is practicable. A clear description of all Aircraft should be included with the Applicant’s EOI, including details of the paint/colour scheme.

(d) **Communications**

- (i) The tactical callsign system has been adopted nationally and is recognised in Airservices Australia air traffic control procedures. Prequalified Operators should contact NSW DPI or its nominee for the allocation of tactical callsigns for approved Aircraft. Where required by NSW DPI, Prequalified Operators must agree to affix the allocated callsign to their Aircraft in accordance with the following requirements:
- they shall permit recognition of the Aircraft from a distance of 50 metres in the same horizontal plane as the Aircraft, excepting a 60 degree arc centre on the tail of the Aircraft;
 - they shall also permit recognition of the Aircraft from a position of 22 feet immediately below the Aircraft;
 - numbering is to be of a colour that contrasts with the Aircraft’s paint scheme;
 - the preferred colours are black and white;
 - the preferred locations are on the nose, main fuselage and belly;
 - the minimum height of the lettering should be 30cm (though it is encouraged that lettering be as large as possible).

- (ii) All Aircraft must be equipped with the following minimum radio equipment:
 - Integrated Aviation band VHS radio(s) (not a portable, except for transport/spotting and survey helicopters)
 - 40 channel UHF CB radio.
- (iii) Mobile phone contact with Pilots is required and all Aircraft must have interfaced 3G mobile telephone infrastructure fitted (which must be capable of operation from co-Pilot position for transport/spotting and survey Aircraft).
- (iv) NSW DPI has a preference for survey Aircraft which are fitted with NSW Rural Fire Service (RFS) radios. The NSW RFS has developed a more suitable radio profile for incorporation into Motorola Digital GRN capable radios which will offer features optimised for Aircraft use, and currently specifies a Motorola Digital Government Radio Network (GRN) capable radio (alternative makes are no longer acceptable).
 Further details are available from NSW RFS Aviation Section. Operators who require NSW RFS radios should make an application to that section. An annual fee applies to cover the cost of connection to the GRN and any further programming and profiling of the radio (currently \$600 per radio per year).
- (v) The installation of radios or other integrated communication equipment should be certified in accordance with CASA requirements.
- (vi) All fixed wing survey Aircraft and helicopters capable of carrying passengers must be fitted with a headset or helmet connected to the Aircraft’s intercom for passenger seats.
- (vii) All Aircraft capable of carrying Passengers are to be fitted with a headset connected with to the Aircraft’s intercom for each seat. See **section 6.2** below for specific communication requirements for helicopters capable of carrying Passengers.

7.2 Helicopter requirements

- (a) **Equipment required:** All Helicopters are to be fitted with the following equipment:

Spray/Mustering Helicopter

- Piston or turbine-powered
- If for spraying, a GPS guidance system with data recording and downloading capability
- ELT – equipped
- First Aid Kit (as detailed in ERSA)
- Must carry own fuel pump
- Survival Kit (as detailed in ERSA)
- Integrated Aviation band VHS radio(s) Not a portable

Transport/Spotting/Survey Helicopter

- Must be in charter category
- Turbine-powered
- 2 x GPS Grid Ref. /AMG capable
- ELT – equipped
- First Aid Kit(s) suitable for total pax (as detailed in ERSA)
- Must carry own fuel pump
- Survival Kit suitable for total pax (as detailed in ERSA)
- Aviation band VHF radios

- 40 Channel UHF CB radio
- Interfaced 3G mobile telephone
- Wire cutters (contractors option based on their companies assessment of the risk)
- 40 Channel UHF CB radio
- Interfaced 3G mobile telephone capable of operation from co-Pilot position
- Wire Cutters
- Cargo hook and long lines

- (b) **Use of Helicopters for carrying Passengers:** NSW DPI policy requires the use of a turbine-engined Helicopter for the carriage of NSW DPI Personnel and other Passengers or at any other time such Personnel and Passengers are on board.
- (c) **Communications:** All Passengers in helicopters must have helmets with intercom connections.
- (d) **Fuelling Equipment:** All Helicopters are to carry fuelling equipment suitable for fuelling from drums. This equipment must comply with the Australian Government and State regulations.
- (e) **Blade paint scheme:** This should be in accordance with manufacturer’s recommendations to produce a strobing, high visibility, anti-collision effect by contrasting blade painting. If the manufacturer does not allow the blades to be painted it would be desirable that the Helicopter itself be painted in a high visibility scheme to ensure good/appropriate visibility in poor weather, smoke or other environmental conditions.
- (f) **Wire strike protection equipment:** All Applicants should take into consideration/recommendations set out in the recent coronial findings into fatalities resulting from aircraft wire strikes. One recent coronial report indicated that “*evidence would suggest that wire protection equipment might have the potential to avoid serious injury or death in approximately 25% of wire strike incidents.*”¹ The protection afforded by such systems is subject to numerous variables, including helicopter operating limitations, the attitude and ground speed of the helicopter at the time of impact with the wire, power line tension, power line angle, strike angle and pilot reaction.

NSW DPI **requires** wire cutters to be fitted on those helicopters that will be tasked for *aerial transport, spotting and surveillance*. Therefore, tenders must indicate whether helicopters are fitted with wire cutters.

² Whilst NSW DPI **does not mandate** that helicopters involved in *low level flying operations* be fitted with wire strike protection equipment for the purposes *spraying and mustering (no passengers)* tasks, Prequalified Operators should consider the need for such safety equipment having regard to the types of operations to be carried out, the types of aircraft being provided and their own expert judgment or that of their expert advisers with regard to risk and safety.

¹ Coronial inquest at Mudgee Coroners Court from 30 April 2007 to 4 May 2007 and Forbes Coroners Court from 21 July 2008 to 1 August 2008.

² Ibid.

- 7.3 NSW DPI acknowledges CASA’s work over the last 10 years in encouraging operators to adopt Safety Management Systems (SMS) and CASA’s intention to mandate the implementation of SMS in all air transport operations in the near future. Air Transport Operations include charter operations and this is in part the reason that NSW DPI and other Agencies have adopted the Charter standard for all Aircraft capable of carrying passengers.

The environment in which the Emergency Operations described in this Invitation are conducted may at times be difficult or extreme, with additional stress and heightened pressure. Please refer to **Part E.9** [Operating requirements] for a detailed overview of the emergency operating environment and special risks, obstacles and hazards which will vary according to the particular environment and operating conditions, including terrain, climatic and locust conditions.

7.4 Fixed Wing Aircraft requirements

- (a) **Equipment required:** All fixed wing Aircraft are to be fitted with the following equipment:

Spray plane

- Equipment suitable to spray EC and ULV insecticide
- Night VFR equipped
- GPS guidance system with data recording and downloading capability
- ELT – equipped
- First Aid Kit
- Survival Kit
- Integrated Aviation band VHS radio(s) Not a portable
- 40 Channel UHF CB radio

Survey/spotting

- Must be in charter category
- IFR equipped
- High Wing or other high visibility features
- 2x GPS Grid Ref. /AMG capable
- ELT - equipped
- First Aid Kit suitable for 4 POB
- Survival Kit suitable for 4 POB
- Integrated Aviation band VHS radio(s) Not a portable
- 40 Channel UHF CB radio
- Interfaced 3G mobile telephone capable of operation from co-Pilot position

8. MINIMUM PILOT AND AIRCREW REQUIREMENTS

8.1 Requirements for all Pilots and Aircrew:

- (a) **Pilot qualifications:** Pilots engaged or to be engaged by the Applicant to pilot Aircraft must have the minimum qualifications, endorsements and experience specified in **Parts 8.2** and **8.3**.
- (b) **Low flying approval and experience:** Pilots engaged or to be engaged by the Applicant to pilot Aircraft must have the Low Flying Approval and experience detailed in **Parts 8.2** and **8.3**.

- (c) **Personal safety equipment:** All Pilots, Aircrew and Passengers must wear protective clothing and equipment appropriate to the relevant task in accordance with NSW DPI SOPs, Task Profiles, company policy and applicable legislation. At a minimum:
- Pilots who carry out sustained operations below 200ft must wear a suitable flying suit and helmet;
 - Personnel engaged in handling pesticides must wear clothing and equipment which meets Aerial Agricultural Association of Australia occupational health and safety guidelines;
 - Personnel engaged in refuelling activities must wear clothing that is flame resistant and suitable for handling of aviation grade fuels.
- (d) **Certification of ag-rating:** All Pilots engaged in spray activities must have a pilot ag-rating (an Agricultural pilot rating Class 1 or 2, issued by CASA), including an Agricultural Chemical License or Rating (with Spray Safe accreditation).
- (e) **Aerial mustering:** All Pilots engage in aerial stock mustering activities must have been approved for the purpose by CASA, hold a valid Pilot licence appropriate to the class of operation and have gained the minimum experience prescribed in the CAO (see CAO 29.10).
- (f) **Crew Resource Management:** Pilots and Flight Crew of multi-crew Aircraft and Pilots of tactical charter category Aircraft must have completed and remain current in Crew Resource Management (CRM) (including training in communications and teamwork) to standards set by CASA and in accordance with NSW DPI policy. Currency training may be undertaken by correspondence course.
- (g) **Aviation Security Identification Cards:** A current ASIC is required for all approved Pilots and/or other Flight Crew. Pilots and Flight Crew will be required to carry these cards when tasked to NSW DPI work and will be required to produce the card when requested.

Note: Any Flight Crew who do not have an ASIC (on the basis that they do not require frequent access to a secure area of a security controlled airport that has Regular Public Transport operations) must produce their CASA issued flight crew licence when requested by NSW DPI.

A copy of the current ASIC for each Pilot and Flight Crew must be forwarded with the Pilot details (attached to **Parts F.11.1** and **F.12.1**).

8.2 Helicopter Pilot requirements

- (a) **Qualifications and experience required:** All Helicopter Pilots who will or may be engaged to provide aerial support to assist Emergency Operations under the Scheme must hold the following qualifications and experience.

Spray Helicopter

- Australian Commercial Pilot Licence or Higher with an Agricultural Grade 1 Rating and be Spray Safe accredited
- Night VFR rating (preferred)
- Pilot (Pesticide Rating) Licence
- Low Flying approval with at least **500 hours** experience
- **1000 hours** command
- **100 hours** on type

Survey/spotting/transport/mustering/external load Helicopter

- Australian Commercial Pilot Licence or Higher
- Night VFR rating (preferred)
- Sling endorsement
- Dangerous Goods approved (desirable)
- HUET qualified and current
- Low Flying approval with at least **500 hours** experience
- **1500 hours** command, including at least **500 hours** turbine command
- Aerial mustering endorsement and related minimum aeronautical experience, where engaged in mustering activities
- **100 hours** on type
- Aerial Campaign experience (preferred)
- Completion of initial CRM training and maintain 3 yearly currency.

Notes: **HUET qualification:** The Prequalified Operator shall ensure that all Pilots and Aircrew of helicopters other than spray helicopters have in the previous three (3) years successfully completed a training course in Helicopter underwater escape (“**HUET**”) with a provider and to a syllabus acceptable to NSW DPI.

Aerial campaign: An aerial campaign involves extended periods of operational activity including responses to floods, fires and agricultural emergencies including locust control.

8.3 Fixed Wing Pilot requirements

- (a) **Qualifications and experience required:** All fixed wing Pilots who will or may be engaged to provide aerial support to assist Emergency Operations under the Scheme must hold the following qualifications and experience:

Spray Plane

- Australian Commercial Pilot licence with an Agricultural Grade 1 Rating and be Spray Safe accredited
- Pilot (Pesticide Rating) Licence
- **50 hours** aerial locust spraying experience or equivalent, as agreed by NSW DPI at its discretion
- **1000 hours** command AG
- **100 hours** on type

Transport/Survey Plane

- Australian Commercial Pilot Licence or Higher
- Low flying approval and experience
- **1500 hours** command
- **100 hours** on type
- Completion of initial CRM training and maintain 3 yearly currency.

9. OPERATING REQUIREMENTS

Prequalified Operators must ensure that all Pilots and Aircrew are made aware of and comply with the information and requirements in this Part.

9.1 Operating Environment

The emergency operating environment is described as follows:

- (a) Emergencies include:
 - (i) animal, plant and fish pest & disease emergencies; and
 - (ii) emergencies impacting on agriculture and animals including plague locust outbreaks, bushfire, flood, oil spill, etc.
- (b) There may be a number of Aircraft operating within confined areas.
- (c) Visibility can be significantly reduced by environmental factors such as smoke (eg due to bushfires), locusts and/or cloud.
- (d) There can be pressure to ‘get the job done’ given the ‘emergency’ nature of certain incidents.
- (e) There is additional stress and heightened pressure associated with the conduct of Emergency Operations.
- (f) Emergency operations may occur at low level and therefore hazards include terrain, wires, birds, animals, locusts and other Aircraft.
- (g) Operation of Aircraft during locust activity can quickly result in blocked cooling equipment vents (a common occurrence during the 2004/05 locust campaign). Pilots and Aircrew must check vents and similar equipment regularly during locust operations.
- (h) Operations may be conducted from strips and pads which are of minimal size/lengths or remote locations.
- (i) Operations may include the carriage of Passengers unfamiliar with small Aircraft and animal behaviour.
- (j) Emergency operations may be long duration.

9.2 Tasking

- (a) Prequalified Operators may be requested to provide Aircraft in support of Emergency Operations conducted by NSW DPI or by other Agencies with which NSW DPI is cooperating.
- (b) NSW DPI will from time to time nominate authorised NSW DPI officers who will be responsible for giving directions for the tasking of Aircraft in support of Emergency Operations (and other operations conducted from time to time by NSW DPI). The Prequalified Operator must ensure that Pilots and other Aircrew cooperate with and carry out such directions and generally perform the Services in accordance with this Invitation, provided it is safe to do so.
- (c) Pilot(s) may be tasked to an incident in the first instance by telephone and will receive a written confirmation in the form of a Call Out Notice as soon as practicable.

- (d) Once tasked, it is expected that the Aircraft and Aircrew will remain on location until stood-down. NSW DPI will not under normal circumstances pay for Aircraft to relocate overnight unless specific approval is given.
- (e) The Prequalified Operator must maintain liaison with NSW DPI in relation to flight and duty and maintenance constraints.
- (f) Pilots must insist on a thorough briefing prior to commencement of any task.
- (g) Pilots must complete an appropriate pre-flight risk assessment prior to commencement of any task in accordance with the risk management principles outlined in **Part E.3.3** which, among other things:
 - specifically defines the area in which the flight is to be conducted; and
 - assesses the applicable risks, and implements any applicable risk prevention or risk reduction measures or procedures in accordance with the Prequalified Operator’s Operations Manual and procedures and applicable legal and regulatory requirements.

Without limitation to the foregoing, pilots who undertake low level aerial operations must ensure they identify and assess all relevant low level hazards including terrain, tall structures, powerlines and other wires/cables before deciding whether to undertake the relevant task.

Note: All Prequalified Operators and their Pilots who undertake low level flight operations **must**, when undertaking pre-flight risk assessments for low level operations, have regard to any information available to them in regards to maps or computer images that show power lines and or other high structures in the areas in which flights are to be conducted. For example, information regarding power lines is available from authorities responsible for erecting or maintaining them, such as Country Energy.

- (h) Pilots are to comply with NSW DPI SOPs and Task Profiles in addition to ensuring compliance with legislation, regulations and the Aircraft Operator’s policy.
- (i) 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.
- (j) In particular, the minimum standards for flight planning and flight following are to be strictly followed. Although wherever possible briefings and detailed flight planning should be regarded as a team effort to be conducted in cooperation between the pilot in charge of the tasked Aircraft and the appropriate officer of NSW responsible for allocating the relevant task, the Pilot in charge:
 - (i) is responsible for the preparation of a flight plan in accordance with applicable NSW DPI SOPs and Task Profiles, applicable legal and regulatory requirements and the Prequalified Operator’s Operations Manual and related procedures;

- (ii) must submit the flight plan to the appropriate NSW DPI officer before departure; and
 - (iii) must be able to produce satisfactory documentation for flight following and flight planning at any time upon request by NSW DPI.
- (k) Pilots tasked to an incident are to report limitations due to Aircraft maintenance and flight and duty times on a daily basis and provide sufficient notice of unavailability.

9.3 Overriding responsibility of Pilot in command and other Aircrew in charge of Aircraft to maintain safety and comply with the law

- (a) Notwithstanding any directions or requests given by or on behalf of NSW DPI, the Pilot in command and other Aircrew from time to time in charge of an Aircraft during operations have ultimate authority and responsibility for ensuring that the Services are conducted:
- (i) in accordance with all statutory and other legal requirements (including in accordance with the relevant Pilot’s licence, certification and capabilities);
 - (ii) safely; and
 - (iii) with due care.
- (b) Whilst the particular Services required may be directed by NSW DPI officers, Aircraft remain at all times under the direct command and control of the Pilot in command, and the Pilot in command has final responsibility and direct and overriding authority for decisions with regard to operations involving the Aircraft and the safe conduct of tasks undertaken by them. Nothing in this document relieves the Pilot in command from their responsibilities under CAR 224 (which states that *"the pilot in command shall have final authority as to the disposition of the aircraft"*).
- (c) Without limitation to the foregoing:
- (i) Pilots have the right at all times, having regard to the safety of the Aircraft, Aircrew, Passengers and other persons, to decide:
 - the composition, weight and distribution or stowage or any Personnel, Passengers or cargo other than the fixed installations, to be carried in the Aircraft;
 - the suitability of weather and other conditions for safe flying and safe pesticide application;
 - the altitude, speeds and patterns or method of flight; and
 - the locality of any landing.
 - (ii) **Pilots must refuse any planned task which is:**
 - in contravention of legislation;
 - in contravention of the Prequalified Operator’s policy or good or safe industry practice; or
 - outside the current capability of the Pilot or Aircraft.

9.4 **Personal protective equipment**

All Pilots, Aircrew and any Passengers must wear personal protective equipment (PPE), including safety clothing, appropriate the operation to be carried out, having regard to good industry practice, Company policy, and the requirements of NSW DPI and any applicable Australian and NSW Government legislation or codes of practice. The Pilot in command of any Aircraft must refuse to carry Passengers in connection with the Services unless appropriate PPE are worn.

9.5 **Carriage of Passengers**

- (a) Pilots engaged by the Prequalified Operator are responsible for entry, exit and onboard and general safety pre-flight briefing and familiarisation of all Passengers that fly in their Aircraft, including NSW DPI personnel, Agency personnel and any other persons who are not endorsed Aircrew (eg farmers acting as navigators).
- (b) Under no circumstances may the Prequalified Operator carry **any** Passengers (other than its own Crew) unless the Prequalified Operator holds a current CASA Certificate of Compliance (which also demonstrates that the Prequalified Operator holds satisfactory Carrier’s liability insurance).
- (c) The carriage of approved Passengers in survey Aircraft is permitted and is to be in accordance with NSW DPI SOPs or Task Profiles (which require Pilots to, among other things, ensure that Passengers are properly authorised, dressed and briefed by the Pilot).
- (d) The carriage of Passengers in spray Aircraft or non-charter category Aircraft is **prohibited**.
- (e) Only turbine-engined Helicopters may be used for the carriage of Passengers.
- (f) Pilots engaged by the Prequalified Operator must record names of all Passengers who fly in their Aircraft and record the completion of pre-flight briefing and familiarisation.
- (g) To ensure compliance with these and all other appropriate safety procedures and requirements (including any which may be required by law, by good practice within the industry or by company policy, including the Prequalified Operator’s SMS or Operations Manual or related safety documents) the Prequalified Operator must:
 - (i) provide a suitably qualified safety Pilot or suitably trained and endorsed Aircrew; and
 - (ii) be able to demonstrate evidence of training and operational procedures in their Operations Manual or other supporting documents.
- (h) These obligations are without limitation to the obligations that Pilots have at law and under the Aircraft Operators Operations Manual and other safety documents related to the safety of Passengers and their own Aircrew.

9.6 Logistics

- (a) Pilots may seek the assistance of NSW DPI in booking accommodation, but accommodation and meal expenses are the individual responsibility of the Pilot or Prequalified Operator and are not to be charged to NSW DPI without the prior written consent of NSW DPI. Where NSW DPI has agreed to reimburse the Prequalified Operator for a Pilot’s reasonable accommodation and meal expenses, the amount reimbursed will be based upon rates applicable to NSW Public Service Traveling Allowance, and only upon presentation of valid tax invoices or other documentary evidence to NSW DPI’s satisfaction, as described in **Part C.14.5**. Mini-bar, alcohol charges, telephone calls and laundry charges are not recoverable from NSW DPI in any circumstances.
- (b) During significant activity, NSW DPI may make accommodation and meal arrangements for Pilots and Aircrew. In these circumstances the Pilot or Prequalified Operator may only book accommodation and meals when advised to do so by an authorised NSW DPI officer. Note that the provisions above in relation to alcohol and phone calls still apply.

9.7 Allocation of Aircraft to tasks and action on completion

- (a) Allocation of Aircraft to incidents is the responsibility of NSW DPI and during major Emergency Operations may be centrally coordinated by NSW DPI or other Agencies nominated by NSW DPI.
- (b) In every case, Pilots are to seek the direction of NSW DPI before leaving the scene of the incident and relocating. This will help ensure the efficient re-tasking or standing down of Aircraft.

9.8 Accurate reporting by Pilots to NSW DPI

- (a) All Pilots must, as a condition of hiring, maintain accurate records of activity. In particular, Pilots and the NSW DPI Contract Management Officer or local NSW DPI representative must complete and sign a NSW DPI Flight Operations Return on a daily basis during any period in which Services are provided. A copy of this form is to be kept by the Pilot and NSW DPI.
- (b) The Prequalified Operator must return a copy of each Flight Operations Return with the invoice submitted to NSW DPI for payment in accordance with the proposed Contract. Errors and/or omissions may cause the FOR to be returned to the Prequalified Operator and/or may delay payment.

F. EXPRESSION OF INTEREST

1. CERTIFICATION BY DIRECTOR / AUTHORISED REPRESENTATIVE

INVITATION FOR EXPRESSIONS OF INTEREST NUMBER DPI08/23 Provision of “Call When Needed” Helicopter and/or Fixed Wing Aircraft Support for Emergency Operations		
TO:	By post:	By hand:
	NSW Department of Primary Industries Tender Box Locked Bag 21 ORANGE NSW 2800	NSW Department of Primary Industries Tender Box 161 Kite St ORANGE NSW 2800
APPLICANT NAME:		
APPLICANT ADDRESS:		
APPLICANT ABN:		

I attach the Applicant’s Expression of Interest (“**EOI**”) to provide “Call When Needed” Helicopter and/or Fixed Wing Aircraft Support for Emergency Operations, in accordance with the Invitation for Expressions of Interest Number DPI08/23.

I certify that:

- I am a director/authorised representative of the above named Applicant
- I have read and understood and will comply (and will otherwise ensure the Applicant complies with) with all conditions listed in the Invitation and this EOI.
- to the best of my knowledge and belief, the information provided in this EOI is applicable and correct;
- I have detailed herein, each and every respect, in which the EOI does not comply with the conditions, as detailed in the Invitation (including the conditions set out in the Statement of Requirements); and
- I will inform NSW DPI of any changes to the information supplied in this EOI, or of any matters which may impact upon the evaluation of this EOI or the continuation of any Contract.

If this Expression of Interest is accepted in whole or part, I certify that:

- I will negotiate in good faith with respect to any further requirements listed in the proposed Contract; and
- if the Applicant is approved as a Prequalified Operator it will supply the Services strictly in accordance with the conditions applicable to the Contract.

Name and position of Director /
Representative of Applicant:
Signature:

Date:

Witness name:

Witness signature:

2. APPLICANT EOI CHECKLIST

2.1 Please ensure the following sections in your EOI are completed

- Certification by Applicant’s Authorised Representative/ Director (requires signature of representative or director) (**Part F.1**)
- Applicant Details (**Part F.3**)
- Risk and Safety Management System checklist (requires additional documents, see 2.2 below) (**Part F.4**)
- Quality Assurance and/or Environmental Management System details (if applicable) (**Part F.5**)
- Specialist Support Equipment and other resources (if applicable) (**Part F.6**)
- Helicopter Details (for **each** Helicopter) (requires additional document, see section 2.2 below) (**Part F.7**)
- Helicopter Pricing Details (**Part F.8**)
- Fixed Wing Aircraft Details (for **each** Aircraft) (requires additional documents, see section 2.2 below) (**Part F.9**)
- Fixed Wing Aircraft Pricing Details (**Part 0**)
- Helicopter Pilot and Flight Crew Details (for **each** Pilot/Flight Crew) (**Part F.11.1**)
- Declaration by Helicopter Pilots and Flight Crew (for **each** Pilot/Flight Crew) (requires additional documents, see section 2.2 below) (**Part F.11.2**)
- Declaration by Helicopter Chief Pilot (requires additional documents, see section 2.2 below) (**Part F.11.3**)
- Fixed Wing Pilot and Flight Crew Details (for **each** Pilot/Flight Crew) (**Part F.12.1**)
- Declaration by Fixed Wing Pilots and Flight Crew (for **each** Pilot/Flight Crew) (requires additional documents, see section 2.2 below) (**Part F.12.2**)
- Declaration by Fixed Wing Chief Pilot (requires additional documents, see 2.2 below) (**Part F.12.312.3**)

2.2 Please supply the following documents, as applicable to your EOI

For the Applicant:

- Evidence of accredited Safety Management System or supporting material to validate Applicant’s claim of a satisfactory SMS (see **Parts E.2** and **F.4**)
- Documents evidencing Applicant’s fatigue management system or practices (see **Parts E.3.5** and **F.4**)
- Additional documents (if needed) detailing any aviation accidents and incidents or WorkCover incidents in the previous 5 years etc (see **Parts E.3.8(b)** and **Part F.3**), including:
 - CASA NCN;
 - Show Cause;
 - NSW WorkCover (or State equivalent) notices; and
 - reports relating to accidents and incidents.
- Documents evidencing Applicant’s Quality Assurance and/or Environmental Management System details (if applicable) (**Parts E.4** and **F.5**)
- Current Air Operator’s Certificate (AOC) (**Part E.5.1**)
- Endorsement of AOC for aerial agriculture (**Part E.5.2**)
- Endorsement of AOC for charter (unless not required for proposed Services) (**Part E.5.2**)

- Certified copy of Certificate of Registration (of a company) or other relevant Certificate of Registration and schedule issued by a recognised certifying body (for Applicants who are companies, bodies corporate etc.) (**Part E.5.3**)
- Certificate of currency for public liability cover (\$20 million min) (**Parts C.22 and F.3.7**)
- Certificate of currency for workers compensation cover (**Parts C.22 and F.3.7**)
- Certificate of currency for relevant comprehensive third party property policies of insurance (**Parts C.22 and F.3.7**)
- Certificate of compliance from CASA confirming Applicant's Carrier's liability insurance arrangements (if applicable) (**Part E.5.9**)
- Aircraft (Pesticide Applicator) Licence (**Part E.5.11**)
- Details of any flight and duty time exemptions under CAO (see **Part E.5.4**). For **each** Pilot, Flight Crew or Chief Pilot, copies (as applicable) of:
 - Pilot's licence (Australian Commercial Pilot Licence or higher)
 - Type of endorsement - Agricultural Rating 1 or Rating 2
 - Permission under Regulation 157 (*Civil Aviation Regulations*) – Low Flying Approval
 - Aerial mustering approval from CASA (if applicable)
 - HUET training (helicopters)
 - Spray Safe accreditation (if applicable)
 - Medical certificate
 - Pilot (Pesticide Rating) Licence
 - Last completed page(s) of log book
 - Current certificate for Emergency Procedures Training (**Parts F.11.2 and F.12.2**)
 - Copy of current ASIC (if held) (**Part E.8.1**)
 - Dangerous Goods approval (if applicable) (**Part E.8.2**)For **each** Helicopter and Fixed Wing Aircraft:
 - Certificate of Airworthiness (**Part F.7 & F.9**)
 - Certificate of Registration (**Part F.7 & F.9**)
 - Certificate of currency for insurance policies (**Parts F.7, F.3.7 and F.9**)
 - All pages of current Maintenance Release (**Part F.7 & F.9**)
 - For fixed wing spray Aircraft, examples in tabular form of indicative Aircraft performance with useful fuel/payload at ISA +10°, 15° and 20° at sea level (**Part F.9**)

2.3 Submission instructions

Expressions of Interest should be returned, in duplicate, by post to:
NSW Department of Primary Industries
Tender Box
Locked Bag 21
ORANGE NSW 2800

or by hand to:
NSW Department of Primary Industries
Tender Box
161 Kite Street
ORANGE NSW 2800

For further information please contact the following NSW DPI Contact Person:

Title: Contract Management Officer
Address: c/- Emergencies, Weeds & Pest Animals Branch
NSW Department of Primary Industries
Locked Bag 21
ORANGE NSW 2800
email: aerial.contracts@dpi.nsw.gov.au
Telephone: (02) 6391 3680 Fax: 02 6391 3388

3. APPLICANT DETAILS

3.1 General identifying information for the Applicant

(a)	Legal name of Applicant:											
(b)	Trading name (if applicable):											
(c)	ABN:											
(d)	ACN:											
(e)	Type of organisation:	[company / sole trader / partnership / trust / individual / other]										
(f)	Is the Applicant registered for GST?	YES / NO [please circle]										
(g)	Mailing address:											
(h)	Physical address:											
(i)	Telephone number(s):											
(j)	Facsimile:											
(k)	E-mail:											
(l)	24 Hour contact details:	<table border="1"> <tr> <td>Name:</td> <td></td> </tr> <tr> <td>Phone:</td> <td></td> </tr> <tr> <td>Mobile:</td> <td></td> </tr> <tr> <td>Pager:</td> <td></td> </tr> <tr> <td>email</td> <td></td> </tr> </table>	Name:		Phone:		Mobile:		Pager:		email	
Name:												
Phone:												
Mobile:												
Pager:												
email												

3.2 Certificate of Registration

Please **attach** a certified copy of the Applicant’s Certificate of Registration (of a company) or other relevant Certificate of Registration and schedule issued by a recognised certifying body.

3.3 Details of key Personnel of Applicant

(a)		<table border="1"> <tr> <td>Name:</td> <td></td> </tr> <tr> <td>Phone:</td> <td></td> </tr> <tr> <td>Mobile:</td> <td></td> </tr> <tr> <td>Pager:</td> <td></td> </tr> <tr> <td>email</td> <td></td> </tr> </table>	Name:		Phone:		Mobile:		Pager:		email	
Name:												
Phone:												
Mobile:												
Pager:												
email												
	Details of Applicant’s director(s) and/or chief executive officer:	<table border="1"> <tr> <td>Name:</td> <td></td> </tr> <tr> <td>Phone:</td> <td></td> </tr> <tr> <td>Mobile:</td> <td></td> </tr> <tr> <td>Pager:</td> <td></td> </tr> <tr> <td>email</td> <td></td> </tr> </table>	Name:		Phone:		Mobile:		Pager:		email	
Name:												
Phone:												
Mobile:												
Pager:												
email												
(b)	Details of Applicant’s Contract Manager (who will be the ‘ Prequalified Operator Representative ’ under any Contract):	<table border="1"> <tr> <td>Name:</td> <td></td> </tr> <tr> <td>Phone:</td> <td></td> </tr> <tr> <td>Mobile:</td> <td></td> </tr> <tr> <td>Pager:</td> <td></td> </tr> <tr> <td>email</td> <td></td> </tr> </table>	Name:		Phone:		Mobile:		Pager:		email	
Name:												
Phone:												
Mobile:												
Pager:												
email												

(c) Details of Applicant's Operations Manager:

Name:	
Phone:	
Mobile:	
Pager:	
email	

3.4 Applicant structure

Provide details of the structure of the Applicant (including names, location and titles/positions of the principal officers).

3.5 Affiliated company information

Provide details of any affiliated companies (including aviation companies that share any of the same directors). If none, write NONE:	
Affiliated companies	Aviation companies that share same directors

3.6 Details of accidents and/or incidents and WorkCover incidents in last five (5) years

(a) List of Accidents / Incidents involving the Applicant and affiliated companies in the last 5 years. If none, write NONE:

(b) List or attach details of any Accidents / Incidents involving nominated Pilot/s in the last five (5) years. If none, write NONE:

(c) List or attach details of any non compliance notices (NCN), show cause or NSW WorkCover (or State equivalent body) notices for or writs or law suits pending against the Applicant or affiliated companies in the last 5 years. If none, write NONE:

3.7 Insurance Details (refer to Part C.22 for further information)

Applicants must hold (or agree to take out) and maintain all insurances detailed in **Part C.22** including public liability insurance; comprehensive third party property policies of insurance (including insurance for each Aircraft) and workers compensation insurance. If the Applicant is not already so insured it must identify the insurance policy and the insurance provider(s) the Applicant proposes using. Applicants who enter into a Contract with NSW DPI will be required to ensure that insurance policies are effected and maintained to comply with the requirements of **Part C.22**.

(a) **Public Liability Insurance Details (must be for an amount not less than \$20 million)**
[Please attach a copy of the certificate of currency]

Name of insurer	
Name of insured as shown on policy	
Sum insured	
Date of expiry	

(b) **Workers Compensation Insurance Details**
[Please attach a copy of the certificate of currency]

Name of insurer	
Name of insured currently shown on policy	
Sum insured	
Date of expiry	

(c) **Insurance Details for each Aircraft**

Name of insurer	
Name of insured as shown on policy	
Sum insured	
Date of expiry	

(d) Please attach copies of other documents, if applicable, such as a current CASA Certificate of Compliance (confirming the Applicant has satisfactory Civil Aviation Air Carrier’s liability insurance) or a certificate of currency for Chemical Liability insurance (if needed)

Copies attached? YES / NO / Not applicable
[please circle]

3.8 Conflicts of interest

Provide details of any conflict of interest, including procedures the Applicant would adopt to remove it. If none, write NONE:

3.9 Capacity

Provide details of any potential constraints to the Applicant’s ability to provide Aircraft during particular annual operational periods (particularly September to April each year). If none, write NONE:

3.10 Details of similar experience / brief history of the Applicant

To assess the Applicant’s experience to deliver the Services, Applicants should provide brief details of similar services provided within the last 3 years including;

- the organisation(s) for whom the services were undertaken, including contact details;
- a brief description the nature of the services provided; and
- the period(s) over which the services were undertaken.

Provide details of any experience of the Applicant in work similar to that detailed in this Invitation. Include an attachment, if needed. If none, write NONE:

3.11 **Details of experience and/or training of Applicant’s key Personnel**

Provide details of any experience and/or training of the Applicant’s key Personnel in managing or supporting operations similar to Emergency Operations. If none, write NONE:

3.12 **Propriety (fit and proper) considerations for the Applicant**

(a) To be completed by all Applicants. Has the Applicant ever:

- | | |
|---|------------------------------|
| (i) been subject to an order in relation to an entity under the Corporations Law? | YES / NO
[please circle] |
| (ii) been convicted of an offence under the Corporations Law? | YES / NO
[please circle] |
| (iii) been the subject of disciplinary proceedings, preliminary investigation or actions that have led, or may lead, to disciplinary proceedings in relation to or associated with any applicable professional or vocational regulation whether voluntary or mandatory? | YES / NO
[please circle] |
| (iv) been refused an application or been disqualified from holding a licence under any Act, Ordinance, Regulation or By-law relating to the supply of the services? | YES / NO
[please circle] |
| (v) pleaded guilty or been found guilty of a criminal or civil offence within the last ten years? | YES / NO
[please circle] |

If you answer “YES” to any of the above, provide and/or attach relevant details:

(b) To be completed by all Applicants who are **not individuals** (eg bodies corporate). Has the Applicant ever:

- | | |
|---|------------------------------|
| (i) applied for or been the subject of an order filed for the administration, voluntary or compulsory liquidation, winding up or dissolution of the Applicant? | YES / NO
[please circle] |
| (ii) been prohibited or is presently prohibited from managing a company by an order of the Australian Securities and Investment Commission or has an investigation pending? | YES / NO
[please circle] |

Additional documents required

Please provide:

- Certified copy of the Applicant’s Certificate of Registration (of a company) or other relevant Certificate of Registration and schedule issued by a recognised certifying body
- Relevant Air Operator’s Certificates and licences
- Certificates of currency for all insurances
- CASA Certificate of Compliance (if applicable)

4. APPLICANT’S RISK AND SAFETY MANAGEMENT SYSTEM CHECKLIST

This checklist is a guide only. Please include any additional details of and attach supporting materials which would validate your claim of a satisfactory SMS and risk management system or a commitment to appropriate risk and safety management practices and principles, including evidence of satisfactory fatigue management system or related practices.

Risk and safety management system element	Completed (Yes/No)	Under development (Yes/No)	Evidence Enclosed (Describe)
Senior management commitment			
Objectives, policies and procedures			
Appoint a safety officer			
Safety committee activity			
A process to identify, categorise and manage risks			
A reporting system to report hazards, risks, and actions taken			
Staff training and education programs			
Auditing and accident/incident investigations			
Document and data control			
SMS evaluation systems			
Fatigue management system or related practices			
Other material relevant to the Applicant’s risk & safety management practices	N/A	N/A	

Additional documents required

Please provide:

- Evidence of an accredited Safety Management System, including a satisfactory risk management system; or Supporting material to validate Applicant’s claim of a satisfactory SMS or a commitment to appropriate risk and safety management practices and principles and fatigue management systems or practices (see above elements and **Part E.3.4**); **and**
- Evidence of satisfactory fatigue management systems or practices (see **Part E.3.5**)

- 6.3 Applicants are to identify the fees (GST inclusive & exclusive) payable by NSW DPI for the supply of any specialist support equipment or other resources ‘up-front’, based on a daily rate, with a weekly option. These fees must not be incorporated in other fees and charges listed in **Parts F.8** and **0**. Please detail the fees below or on additional pages attached to this sheet.
- 6.4 Please provide details of any support equipment that you can supply, including the item type, description and pricing (if applicable) :

Item Type	Description	Fee (GST Excl)	Fee (GST Incl)

- 6.5 Please detail the type and level of support provided for any items listed in the above paragraph:

- 6.6 Please detail the type of Aircraft or operation that the above support relates to:

7. **HELICOPTER DETAILS** [Please copy and supply a separate sheet for **each** Aircraft]

	Spraying	Mustering	Survey/spotting/transport	All roles
7.1	Type of Operation			
7.2	Type of Helicopter ³			
7.3	Year of Manufacture			
7.4	Registration			
7.5	Callsign			
7.6	Total Hours			
7.7	System of maintenance			
7.8	Aircraft Owner			
7.9	Owner Address			
7.10	Maintenance organisation			
7.11	Seating PAX			
7.12	Max endurance nil reserves			
7.13	Fuel Burn (<i>Ops manual</i>)		AVGAS	Jet A1
7.14	Nominated base			
7.15	Insured with			
7.16	Details of GPS guidance system (if applicable)			
7.17	Radios			
	Two VHF air band radios		Yes	No
	VHF FM (70 Mhz)		Yes	No
	UHF CB		Yes	No
7.18	Other GPS		Yes	No
7.19	ELT		Yes	No
7.20	Wire cutters (wire strike protection equipment)		Yes	No
7.21	Other relevant role/ equipment			

Additional documents: Applicants **must** attach a copy of the following for **each** Aircraft:

- | | |
|---|--|
| <input type="checkbox"/> Certificate of Airworthiness | <input type="checkbox"/> Certificate of Registration |
| <input type="checkbox"/> Aircraft performance information | <input type="checkbox"/> All pages of current Maintenance Release |
| | <input type="checkbox"/> Certificate of currency for insurance cover |

³ NSW DPI policy requires that all Helicopters:

- in the **charter** category be used for all carriage of Passengers (including those carried during survey and spotting flights); and
- be **turbine-powered**, except that **piston-powered** Helicopters may be utilised for mustering.

8. HELICOPTER PRICING

Please note that NSW DPI will carefully consider the financial implications of all EOIs and may reject those that are unnecessarily expensive. Applicants who are able to offer systems that enable accurate logging of activity will be looked upon in a favourable manner.

NSW DPI is keen to ensure the best use of public money whilst ensuring fair and equitable payments for services provided. Applicants should consider a number of issues and ensure their charges are detailed in the most prescriptive manner possible. Charges must be itemised and not aggregated.

NSW DPI may seek additional information to satisfy itself that the proposed charges are reasonable.

Charges remain current for 12 months from date of submission, unless otherwise agreed.

8.1 Charge Time

Charge time relates to engine (maintenance) time ferrying to the task and on a tasked job. Charges for ferrying are to be based on the most direct flight path between point of departure and destination, having regard for any necessary deviation for fuel or other stops, for safety or navigational purposes, or to avoid restricted airspace.

8.2 Standby Charge

- A daily standby charge will be paid to Aircraft operators when they have been advised by NSW DPI that they may be needed in the near future for Emergency Operations.
- When operators are on a standby charge they may still operate as normal but they must be prepared to be tasked with a minimum of 12 hours notice.
- This charge will be considered carefully in relation to hourly rates and may result in an EOI being rejected.
- Standby charges will not be paid when standing charges are being paid.

8.3 Standing Charges

- A standing charge will be paid to Aircraft operators when they have been tasked by NSW DPI on Emergency Operations.
- Standing charges will be paid when operators are tasked but not actively employed in Emergency Operations control operations due to weather or operational constraints.
- Standing charges will be paid up to a maximum of the equivalent of two hours dry flying time per day and will not be paid when actual flying hours exceed two hours per day.

8.4 Start-up charge

Start-up charges may be charged ‘once-per-season’. A Start-Up charge would be payable on first tasking each season. This would only be payable if tasked and would take the place of any standing charge throughout the season. Costs associated with this charge must be shown in the breakdown of charges and the overall financial implications of the EOI will be carefully considered.

NSW DPI – Invitation for EOI - Provision Of “Call When Needed” Helicopter and Fixed Wing Aircraft Support for Emergency Operations

Ops Type - Spray/survey	Aircraft Type and Rego	Cost Per Hour - Dry	Cost Per Hour - Wet	Standby Charge	Standing Charges

Start-Up charges: Detailed breakdown of inclusive costs

Optional equipment

Item	Cost Per Hour	Cost Per Day	Standing Charge (if applicable)

9. FIXED WING AIRCRAFT DETAILS [Please supply separate sheet for **each** Aircraft]

9.1	Type of Operation	Spraying		Survey	
9.2	Type of Aircraft				
9.3	Year of Manufacture				
9.4	Registration				
9.5	Tactical Callsign (If Allocated)				
9.6	Total Hours				
9.7	System of maintenance				
9.8	Aircraft Owner				
9.9	Owner Address				
9.10	Maintenance organisation				
9.11	Seating PAX				
9.12	Max endurance nil reserves				
9.13	Fuel Burn (Ops manual)			Avgas	Jet A1
9.14	Nominated base				
9.15	Insured with				
9.16	GPS Guidance System				
9.17	Radios				
	One/Two VHF air band radios	Yes		No	
	VHF FM (70Mhz)	Yes		No	
	UHF CB	Yes		No	
	Other GPS	Yes		No	
9.18	ELT	Yes		No	
9.19	Max tank capacity				
9.20	Optional equipment				

Additional documents: Applicants **must** attach a copy of the following for **each** Aircraft:

- | | |
|--|---|
| <input type="checkbox"/> Certificate of Airworthiness | <input type="checkbox"/> Certificate of Registration |
| <input type="checkbox"/> Certificate of currency for insurance cover | <input type="checkbox"/> All pages of current Maintenance Release |
| <input type="checkbox"/> Aircraft performance information ⁴ | |

10. FIXED WING AIRCRAFT PRICING

Please note that NSW DPI will carefully consider the financial implications of all EOIs and may reject those that are unnecessarily expensive. Applicants who are able to offer systems that enable accurate logging of activity will be looked upon in a favourable manner.

NSW DPI is keen to ensure the best use of public money whilst ensuring fair and equitable payments for services provided. Applicants should consider a number of issues and ensure their charges are detailed in the most prescriptive manner possible. Charges must be itemised and not aggregated.

NSW DPI may seek additional information to satisfy itself that the proposed charges are reasonable.

⁴ Operators of fixed wing spray Aircraft are required to provide examples in tabular form of indicative Aircraft performance with useful fuel/payload at ISA +10°, 15° and 20° at sea level. Further information is available from NSW DPI.

Charges remain current for 12 months from the date of submission, unless otherwise agreed.

10.1 Charge Time

Charge time relates to engine (maintenance) time ferrying to the task and on a tasked job. Charges for ferrying are to be based on the most direct flight path between point of departure and destination, having regard for any necessary deviation for fuel or other stops, for safety or navigational purposes, or to avoid restricted airspace.

10.2 Standby Charge

- A daily standby charge will be paid to Aircraft operators when they have been advised by NSW DPI that they may be needed in the near future for Emergency Operations.
- When operators are on a standby charge they may still operate as normal but they must be prepared to be tasked with a minimum of 12 hours notice.
- This charge will be considered carefully in relation to hourly rates and may result in an EOI being rejected.
- Standby charges will not be paid when standing charges are being paid.

10.3 Standing Charges

- A standing charge will be paid to Aircraft operators when they have been tasked by NSW DPI on Emergency Operations.
- Standing charges will be paid when operators are tasked but not actively employed in Emergency Operations due to weather or operational constraints.
- Standing charges will be paid up to a maximum of the equivalent of two hours dry flying time per day and will not be paid when actual flying hours exceed two hours per day.

10.4 Start-up charge

- Start-up charges may be charged ‘once-per-season’. A Start-Up charge would be payable on first tasking each season. This would only be payable if tasked and would take the place of any standing charge throughout the season. Costs associated with this charge must be shown in the breakdown of charges and the overall financial implications of the EOI will be carefully considered.

Ops Type - Spray/survey	Aircraft Type and Rego	Cost Per Hour - Dry	Cost Per Hour - Wet	Standby Charge	Standing Charges

Start-Up charges: Detailed breakdown of inclusive costs

Optional equipment

Item	Cost Per Hour	Cost Per Day	Standing Charge (if applicable)

11. HELICOPTER PILOT AND FLIGHT CREW DETAILS

11.1 Helicopter Pilot and Flight Crew qualifications and experience [Please supply separate sheets for **each** individual]

11.1.1	Full Name			
11.1.2	Contact details			
11.1.3	Next Medical Due			
11.1.4	CIR renewal date			
	Number of renewals			
	Ag 1 rating	Yes	No	
	NVFR			
	Aerial stock mustering endorsement	Yes	No	
	Dangerous Goods due			
	HUET Training completed			
	HUET recertification due			
	CRM Completed			
	CRM recertification due			
11.1.5	20 :11 Due			
11.1.6	Total PIC Helicopter Hours			
11.1.7	Total Turbine Hours			
11.1.8	Type / Hours on type	Type	Hours PIC	Last 90 days
11.1.9	Hours flown	30 Days	90 Days	365 Days
11.1.10	Experience Hours	Locust spraying*	Locust survey	
11.1.11	Low Flying approval Hours	Yes	No	

* Please detail any experience equivalent to locust spraying, which NSW DPI **may** take into consideration at its absolute discretion:

Note: NSW DPI policy requires Prequalified Operators to provide an additional Flight Crew member to facilitate flight safety for all flights operated below 200'. This Flight Crew member will operate in the co-Pilot position and may be a qualified Pilot or Flight Crew member who has received suitable training in accordance with the Operator’s documented procedures.

11.2 Declaration by Helicopter Pilot (including Chief Pilot) or Flight Crew

Full Name:	
Aviation Reference Number (ARN):	
Address:	

I certify that to the best of my knowledge and belief, the information provided in or attached to this Declaration is applicable and correct.

I certify that I have read and understood the accompanying information detailing the **Operating Environment** set out in **Part E.9** of the Invitation for Expressions of Interest.

I will comply with all conditions and clauses, including further requirements listed in the Invitation for Expressions of Interest and this EOI.

I agree to inform NSW DPI of any changes to the information supplied.

Signature:	
Date:	
Witness name:	
Signature:	

Note: Each Pilot must attach copies of the following documents (where required):

- Pilot's licence (Australian Commercial Pilot Licence or higher)
- type of endorsement - Agricultural Rating 1 (or Agricultural Rating 2 for Chief Pilot)
- Low Flying approval
- Aerial stock mustering endorsement (if applicable)
- HUET training
- Spray Safe accreditation
- Pilot (Pesticide Rating) Licence
- Medical certificate
- Last complete page(s) of Pilot's log book
- Current certificate for Emergency Procedures training
- Copy of current ASIC (if held)
- Dangerous Goods approval (if applicable)

Other Flight Crew members must attach copies of the following documents (where required):

- Copy of current ASIC (if held)

11.3 Declaration by Helicopter Chief Pilot (separate form to be completed for each Pilot/Flight Crew named in this declaration)

Applicant:	
ACN/ABN:	
Chief Pilot’s name:	
Pilot’s / Flight Crew Name:	

I certify that I am the Chief Pilot of the above named Applicant responsible for the Pilot or Flight Crew member noted above and, to the best of my knowledge and belief, the information herein is applicable and correct.

I agree to comply with the conditions of the Invitation for Expressions of Interest and this EOI.

I certify that the above named Pilot or Flight Crew member is:

- (a) rated, endorsed and competent to complete Emergency Operations tasking; and
- (b) is approved by me to conduct the tasks identified below:

Task	Yes	No	Initials
Aerial Spotting (not below 200 feet) Helicopter			
Aerial Surveillance (not below 500 feet) Helicopter			
Agricultural (Spraying) Operations Helicopter without spotter support			
Agricultural (Spraying) Operations Helicopter with spotter support			
External (sling) load Helicopter			
Livestock Mustering Helicopter			
Transporting Animals and People Helicopter			
Other (Specify)			

Signature:	
Date:	

12. FIXED WING PILOT AND FLIGHT CREW DETAILS

12.1 Fixed Wing Pilot or Flight Crew Details

12.1.1	Full Name			
12.1.2	Contact details			
12.1.3	Next Medical Due			
12.1.4	CIR ⁵ renewal date			
	Number of renewals			
12.1.5	Total PIC Hours			
12.1.6	Type / Hours on type	Type	Hours PIC	
12.1.7	Hours flown	30 Days	90 Days	365 Days
12.1.8	Experience	Locust spraying*		Locust survey
	Hours			
12.1.9	Low Flying approval for charter/survey	Yes		No
	Hours			

* Please detail any experience equivalent to locust spraying, which **may** be accepted at NSW DPI's discretion:

⁵ If applicable

12.2 Declaration by Fixed Wing Pilot (including Chief Pilot) or Flight Crew

Full Name:	
Aviation Reference Number (ARN):	
Address:	

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

I certify that I have read and understood the accompanying information detailing the **Operating Environment** set out in **Part E.9** of the Invitation for Expressions of Interest.

I will comply with all conditions and clauses, including further requirements listed in the Invitation for Expressions of Interest and this EOI.

I agree to inform NSW DPI of any changes to the information supplied.

Signature:	
Date:	
Witness name:	
Signature:	

Note: Each Pilot must attach copies of the following documents (where required):

- Pilot’s licence (Australian Commercial Pilot Licence or higher)
- Type of endorsement - Agricultural Rating 1 (or Agricultural Rating 2 for Chief Pilot)
- Low Flying approval
- Spray Safe accreditation
- Pilot (Pesticide Rating) Licence
- Medical certificate
- Last complete page(s) of Pilot’s log book
- Current certificate for Emergency Procedures training
- Copy of current ASIC (if held)

Other Flight Crew members must attach copies of the following documents (where required):

- Copy of current ASIC (if held)

12.3 Declaration by Fixed Wing Chief Pilot (separate form to be completed for each Pilot/Flight Crew named in this declaration)

Applicant:	
ACN/ABN:	
Chief Pilot’s name:	
Pilot’s /Flight Crew Name:	

I certify that I am the Chief Pilot of the above named Applicant, responsible for the Pilot or Flight Crew member noted above and, to the best of my knowledge and belief, the information provided herein is applicable and correct.

I agree to comply with the conditions of the Invitation for Expressions of Interest and this EOI.

I certify that the above named Pilot or Flight Crew member is:

- (a) rated, endorsed and competent to complete Emergency Operations tasking; and
- (b) approved by me to conduct the following tasks.

Task	Yes	No	Initials
Aerial Surveillance (not below 500 feet) Fixed Wing/			
Agricultural (Spraying) Operations Fixed Wing without spotter support			
Agricultural (Spraying) Operations Fixed Wing with spotter support			
Transporting Animals and People Fixed Wing			
Other (Specify)			

Signature:

Date:

Schedule 1 - Task Profiles

Aerial Spotting

Task Profile Name:

Aerial Spotting (not below 200 ft)

Helicopter

Objectives of Task:

1. To determine the extent of locust activity including accurate geographic boundaries, location and density to inform agricultural operations (aerial spraying) with the aim of optimising the outcome of those agricultural operations.
2. Identify environmentally sensitive areas and inform agricultural operations to minimise any risk to these areas.
3. Identify aviation hazards and communicate these to the agricultural operator to augment information from the inspection component of aerial agricultural operations with the aim of reducing safety risk.

Description of Task:

The task will be conducted in a NSW DPI contracted aircraft allocated for the task and will be initiated as a result of information obtained from aerial and/or ground surveying and land-holder reports. The task involves both medium and low level flying operations to a minimum height of 200 ft above terrain depending on the degree of difficulty associated with achieving the objectives and the height of hazards in the area. The underpinning philosophy of the operation is to achieve the objectives without resorting to frequent exposure to operations at or below the level of wires and similar hazards in the course of manoeuvring or landing and taking off.

A detailed examination of this task is contained in the relevant SOP (link or list).

CASA Permit / Approval

Air Operating Certificate (AOC) endorsed for aerial work – aerial spotting with low level approval and using pilots with appropriate low level flying permit. (to be confirmed with operators noting that the operation is not specifically included in existing CASA regulations).

Task Elements (sequence):

1. Planning include map reconnaissance for hazards
2. Briefing
3. Start/Taxi/Takeoff
4. Transit to area of operations not below 500 ft above terrain.
5. Conduct target identification and aerial hazard survey prior to descent below 500ft.
6. Descend to low level (not below 200ft agl) operations commensurate with task objectives and conduct further target identification.
7. Conduct continuous area aviation hazard assessment
8. Maintain communications with the agricultural operator on appropriate frequency.
9. Maintain visual contact, with the agricultural operators aircraft.
10. Maintain agreed SAR communications.
11. If transit to an additional operational area, do so at a safe transit height but not below 500 feet above terrain.
12. Continue to conduct further hazard reconnaissance and target identification prior to descent to conduct further low level (not below 200ft agl) operations as above.
13. Return transit to operating base, but not below 500 ft above terrain.
14. Land/Shut down.
15. Debrief and report.

Task conditions or technical aspects:

Information from aerial spotting may, where practicable, be augmented by information obtained from ground based teams.

The task is normally conducted in conjunction with and immediately prior to agricultural operations to control the locusts.

The task entails the use of GPS derived locations to define the extent of the target locusts unless this is self evident.

Limitations:

Aerial Spotting (not below 200 feet) is only to be used in conjunction with Agricultural Operations.

The operation is preceded by an appropriate risk assessment including aerial aviation hazard identification and assessment, assessment of environmental risks and an assessment of the operational impact of conducting the operation within the conditions established by this task profile.

Descent to below 500 feet above terrain is not to be conducted prior to confirmation of a low level of risk considering aircraft performance, environmental conditions and the assessment of the risk associated with any aviation hazards to which the aircraft would be exposed while low flying.

Passengers are not to be carried on this task.

Landing to liaise with landholders is to be conducted only to low risk Helicopter Landing Site (HLS), Air Landing Ground (ALG) or aerodromes.

Height restrictions:

A minimum of 500 ft above terrain when in transit to and from the area of operations or when in transit between areas of operation.

A minimum of 200 ft above terrain when in transit between treatment areas that are immediately adjacent to each other with the requirement that a subsequent aviation hazard assessment of the adjacent area is to be conducted not below 500 ft above terrain prior to descending to complete spotting operations at not below 200 ft in that area.

A minimum of 200 ft above terrain when conducting spotting operations.

Crew Composition:

Subject to risk assessment by the responsible coordinator.

Minimum requirement is a Pilot and aviation trained observer.

No passengers during this operation.

Role of each crew member:

Pilot – fly the aircraft, identify hazards and maintain hazard clearance.

Trained Observer - identify location and other pertinent information relating to locusts including environmentally sensitive information and assist the pilot with hazard identification and avoidance.

(note: an additional observer if carried will focus on locust activities and the trained front seat observer will focus on aviation matters such as hazard identification, communications and watching the location of the spray aircraft).

NB: for the purpose of this task profile any additional observer who has not undergone the required NSW DPI aerial training will be considered to have the status of a passenger.

Landing zone details:

No landing will occur other than at initial take off and final landing and intermediate refueling points at designated landing sites and at low risk HLS or ALG with HLS to meet minimum requirements of CASA Civil Aviation Advisory Publication (CAAP) 92-2 (1) for basic HLS or in an emergency situation.

Communication and co-ordination requirements

Communications and where feasible, visual contact are to be established and maintained with other low flying aircraft in the immediate vicinity.

Sterile cockpit procedures are to be used when below 500 feet above terrain.

Sterile cockpit - No extraneous conversations or non-pertinent radio calls within the aircraft cabin. Hazard avoidance calls by anyone are exempt from the sterile cockpit procedures.

Communications are to be established and maintained with the agricultural aircraft and with the respective ground crew element as appropriate in order to facilitate the communication of operational and hazard related information.

SAR requirements

Flight following by the Aviation Coordinator using 30 min reporting schedules.

Any change to the flight operations must be communicated to the Aviation Coordinator immediately.

Personal Protective Equipment (PPE)

Helmets with built in communications and visor for applicable crew, nomex or equivalent flight suit, enclosed leather footwear, non-flammable underclothing and socks.

Minimum PPE for passengers: Cotton clothing with long sleeve shirt and long pants, enclosed leather footwear, non-flammable underclothing and socks.

TRAINING

Work Safely Around Aircraft

Aircraft Familiarisation and Crew Resource Management

Restrictions / non - approved practice:

No flight below 200 feet above terrain except when landing and taking off from low-risk basic HLS, HLS, ALG or aerodrome or in an emergency situation.

No flight below 500 ft above terrain during transit between treatment areas or in transit to and from landing zone to treatment area.

Aerial Surveillance

Task Profile Name:

Aerial Survey (not below 500 feet) Fixed Wing & Helicopter surveying

Objectives of Task:

Identify the location of target areas with respect to the specific operational application being:

- locust control surveillance
- flood surveillance
- bushfire relief surveillance

Description of task:

The task will be conducted in a NSW DPI contracted aircraft allocated for the task in accordance with aircraft performance and maneuvering requirements and at a height commensurate with the ease of target area identification, but not below 500 feet above terrain.

Information from aerial survey may be complemented by and supplemented with ground surveys and landowner reports.

Subject to the following proviso, the task may transition, with appropriate approval in the pre-flight phase, to an aerial spotting (not below 200 feet) task using the same crew and aircraft in accordance with the appropriate task profile.

Transition to aerial spotting is NOT APPROVED if an observer (back seat) is present in the aircraft.

CASA permit/approval

Aerial Work

Task Elements (sequence):

1. Planning
2. Briefings as necessary to ensure operational effectiveness and safety
3. Start/Taxi/Take off
4. Transit to area of operations not below 500 feet above terrain
5. Conduct aerial surveillance operations - not below 500 feet above terrain
6. Maintain SAR as agreed
7. Transit from one operational area to another, if required
8. Return transit to operating base, but not below 500 feet above terrain
9. Landing/ Shut down
10. Debrief and report

Task conditions or technical aspects

Grid search techniques may be employed, involving locating targets using GPS or locating the target and recording position using a GPS.

Surveillance may be general over a defined area searching for specific targets such as:

- Locusts – swarms and bands
- Bushfires: animal welfare issues with stock, emergency fodder requirements, damage
- Floods – stranded stock, animal welfare issues, emergency fodder requirements, damage Information may be augmented by ground based teams.

Limitations:

Low flying (below 500 feet above terrain) is not permitted on this task. Passengers (other than approved observers) are not to be carried on this task.

Height restrictions:

Not below 500 feet above terrain, except during takeoff and landing at designated landing zones or in an emergency situation.

Crew composition:

Subject to risk assessment by the responsible coordinator. Minimum requirement is a Pilot and aviation trained observer. No passengers permitted during this operation.

Role of each crew member:

Pilot - provides pre-flight briefing, operates the aircraft, identifies aircraft hazards and maintains safe operations.

Trained Observer (front seat) - assists the pilot with hazard identification and avoidance. Identifies and maps (or pilot records on GPS) the impacts and areas of interest in respect to the operation (floods, bushfires, locusts) within the target areas.

Observer (back seat) – if required, will focus on local knowledge aspects such as property boundaries, owners and environmentally sensitive areas and may also assist with target identification and mapping.

NB: for the purpose of this task profile any additional observer who has not undergone the required NSW DPI aerial training will be considered to have the status of a passenger.

Landing zone details:

From landing sites selected in accordance with Section 2.11 of the SOP. No landing will occur other than at initial takeoff and final landing and intermediate refueling points at designated landing sites and at low risk HLS or ALG with HLS to meet minimum requirements of CASA Civil Aviation Advisory Publication (CAAP) 92-2 (1) for basic HLS or in an emergency situation.

Communication requirements

Communications and visual contact, are to be established and maintained with other low flying aircraft in the immediate vicinity.

Sterile cockpit procedures are to be used when below 500 feet agl approaching and departing landing areas.

Sterile cockpit - No extraneous conversations or non-pertinent radio calls within the aircraft cabin. Hazard avoidance calls by anyone are exempt from the sterile cockpit procedures.

Communications are to be established and maintained with other operational aircraft and with the respective ground crew as appropriate in order to facilitate the communication of operational and hazard related information.

SAR requirements

Flight following by the Aviation Coordinator using 30 min reporting schedules. Any change to flight operations must be communicated to the Aviation Coordinator immediately.

Personal Protective Equipment (PPE)

Helmets with built in communications and visor for applicable crew, nomex or equivalent flight suit, enclosed leather footwear, non-flammable underclothing and socks.

Minimum PPE for passengers: Cotton clothing with long sleeve shirt and long pants, enclosed leather footwear, non-flammable underclothing and socks.

TRAINING

Work Safely Around Aircraft

Aircraft Familiarisation and Crew Resource Management

Restrictions / non-approved practice:

No flight below 500 feet above terrain except when landing and taking off, or in an emergency situation.

Agricultural Operations without Spotter Aircraft

Task Profile Name:

Agricultural operations (fixed wing and helicopters) – without spotter aircraft support.

Objectives of Task:

To control locusts through the delivery of approved chemicals

Description of task:

Defined as the aerial delivery of chemicals to control the locusts, including aerial inspection and transit. The task will be conducted in a DPI contracted aircraft allocated for the task.

No aerial spotter aircraft is used in this situation. Reliance is placed on previous aerial surveillance reports (surveillance not below 500 feet above terrain, ground spotting conducted by appropriately competent ground personnel, the agricultural operator or NSW DPI).

Unless otherwise decided by the operator this profile is usually only to be used in areas with which the operator is familiar or in areas in which hazards are readily identifiable and managed by the operator and ground crews.

The agricultural operation itself will be conducted in accordance with AAAA (Aerial Agricultural Association of Australia) guidance.

CASA permit / approval:

Aerial Work – approval for agricultural operations

Task Elements (sequence):

1. Planning including reconnaissance for hazards
2. Briefing
3. Load preparation (chemical)
4. Start/Taxi/Take off
5. Transit to area of operation, but not below 500 feet above terrain.
6. Conduct continuous aviation hazard assessment.
7. Maintain agreed SAR communications.
8. Aerial delivery of chemical on target
9. Return transit to operating base, but not below 500 feet above the terrain.
10. Land/Shut down
11. Debriefing and report.

Task conditions or technical aspects

Ground survey and ground inspection may be associated with this task profile. Not usually conducted in undulating areas where wires may be difficult to detect and see.

Not usually conducted in areas where environmentally sensitive areas have not been identified or may be difficult to identify from the ground.

Aircraft pilots and operators must be appropriately licensed by Department Environment and Climate Change (DECC).

Limitations:

The operation is preceded by an appropriate risk assessment including aviation hazard identification and assessment, assessment of environmental risks and an assessment of the operational impact of conducting the operation within the conditions established by this task profile.

Passengers are not carried on this task – only the pilot.

Height restrictions:

As per CASA approval

Descent below 500 feet is not conducted prior to confirmation of a low level of risk considering aircraft performance, environmental conditions and the assessment of the risk associated with any hazards to which the aircraft would be exposed while low flying.

No flight below 200 feet above terrain except when landing and taking off from low-risk basic HLS, HLS, ALG or aerodrome, conducting the spray operation or in an emergency situation.

Crew composition:

Pilot and ground crew

No other passenger permitted.

Role of each crew member:

In accordance with agricultural operator’s operations manual and NSW DPI Task Profile and SOP.

Landing zone details:

Suitable agricultural landing area or aerodrome

No landing will occur other than at initial take off and final landing and intermediate refueling points at designated landing sites and at low risk HLS or ALG with HLS to meet minimum requirements of CASA Civil Aviation Advisory Publication (CAAP) 92-2 (1) for basic HLS or in an emergency situation.

Communication requirements

Communications and visual contact are to be established and maintained with other low flying aircraft in the immediate vicinity.

Sterile cockpit procedures are to be used when below 500 feet above terrain.

Sterile cockpit - No extraneous conversations or non-pertinent radio calls within the aircraft cabin. Hazard avoidance calls by anyone are exempt from the sterile cockpit procedures.

Communications are to be established and maintained with the agricultural aircraft and with the respective ground crew element as appropriate in order to facilitate the communication of operational and hazard related information.

SAR requirements

Flight following by the Aviation Coordinator using 30 min reporting schedules.

Any change to the flight operations must be communicated to the Aviation Coordinator immediately.

Personal Protective Equipment (PPE)

As per OH&S (AAAA) guidance. Helmets with built in communications and visor for applicable crew, nomex or equivalent flight suit, enclosed leather footwear, non-flammable underclothing and socks.

TRAINING

Restrictions / non-approved practice:

No flight below 500 ft above terrain during transit between treatment areas or in transit to and from landing zone to treatment area.

Agricultural Operations with Spotter Aircraft

Task Profile Name:

Agricultural operations (fixed wing and helicopters) – with spotter aircraft support

Objectives of Task:

To control locusts through the delivery of chemicals in areas that may not be familiar to the operator.

Description of task:

Defined as the aerial delivery of chemicals to control locusts including aerial inspection and transit. The task will be conducted in a NSW DPI contracted aircraft allocated for the task.

Aerial spotter aircraft is available or allocated to augment agricultural operator's normal ground and/or air inspection and spotting capability and to assist in environmental assessment, aviation hazard assessment and locust target identification, noting that the operator may not be familiar with the area of operations.

The aerial spotter aircraft will normally move to a subsequent treatment area prior to the commencement of agricultural operations at the preceding area in order to enhance the tempo of the locust treatment operation.

The agricultural operation itself will be in accordance with the AAAA (Aerial Agricultural Association of Australia) guidance.

CASA permit/approval:

Aerial Work – approval for agricultural operations

Task Elements (sequence):

1. Planning including reconnaissance for hazards
2. Briefing
3. Load preparation (chemical)
4. Start/Taxi/Take off
5. Transit to area of operation, but not below 500 feet above terrain.
6. Conduct continuous aviation hazard assessment.
7. Maintain agreed SAR communications.
8. Aerial delivery of chemical on target
9. Return transit to operating base, but not below 500 feet above the terrain.
10. Land/Shut down
11. Debriefing and report.

Task conditions or technical aspects

Aerial spotting is conducted in conjunction with the task to provide up to date information and to augment aviation hazard information obtained from the operator's usual inspection processes.

Ground survey and ground inspection may also be associated with this task profile.

Aircraft pilots and operators must be appropriately licensed by DECC.

Limitations:

Trained personnel required for inspection.

Aerial spotters may not be trained in agricultural operations.

Passengers are not carried on this task – only the pilot.

Height restrictions:

As per CASA approval.

Descent below 500 feet is not conducted prior to confirmation of a low level of risk considering aircraft performance, environmental conditions and the assessment of the risk associated with any hazards to which the aircraft would be exposed while low flying.

No flight below 200 feet above terrain except when landing and taking off from low-risk basic HLS, HLS, ALG or aerodrome, conducting the spray operation or in an emergency situation.

Crew composition:

Pilot and ground crew

Pilot only - No other passenger permitted.

Role of each crew member:

In accordance with agricultural operator’s operations manual, aerial spotter task profiles and NSW DPI SOP when NSW DPI ground spotters are employed.

Landing zone details:

Suitable agricultural landing area or aerodrome

No landing will occur other than at initial take off and final landing and intermediate refuelling points at designated landing sites and at low risk HLS or ALG with HLS to meet minimum requirements of CASA Civil Aviation Advisory Publication (CAAP) 92-2 (1) for basic HLS or in an emergency situation.

Communication requirements

Communications with aerial spotter and other proximate aircraft and ground spotting teams. Communications by either the pilot of the spotter aircraft or if proven competent, by the observer. Spotter aircraft to be on the ground or not below 200 ft above terrain when providing report/handing over to agricultural operator.

Sterile cockpit procedures are to be used when below 500 feet above terrain.

Sterile cockpit - No extraneous conversations or non-pertinent radio calls within the aircraft cabin. Hazard avoidance calls by anyone are exempt from the sterile cockpit procedures.

SAR requirements

Flight following by the Aviation Coordinator using 30 min reporting schedules.

Any change to the flight operations must be communicated to the Aviation Coordinator immediately.

Personal Protective Equipment (PPE)

As per OH&S (AAAA) guidance. Helmets with built in communications and visor for applicable crew, nomex or equivalent flight suit, enclosed leather footwear, non-flammable underclothing and socks.

TRAINING

Work Safely Around Aircraft

Aircraft Familiarisation and Crew Resource Management

Restrictions / non-approved practice:

Location of aerial spotter aircraft to be confirmed prior to arrival in treatment area.

External (Sling) Load

Name:

External (Sling) Load Helicopter

Objectives of Task:

1. To utilise a cage or cargo net slung under a helicopter to transport animals to safety or to transport feed and equipment required to ensure the welfare of animals.
2. Ferrying of handling personnel and working dogs to operations sites to assist in loading and unloading cages or cargo nets.
3. Identify aviation hazards and communicate these to other operational aircraft and the coordination/control centre as appropriate.

Description of Task:

- The task will be conducted in a NSW DPI contracted aircraft allocated for the task and will be initiated as a result of information obtained from aerial surveying or confirmed requests for assistance.
- The task involves both medium and low level flying operations, including landing at appropriate Helicopter Landing Sites (HLS) to pick up and drop off handling personnel & working dogs and picking up and delivering external loads slung under the helicopter.
- It is expected that low level flying operations will normally be conducted only when required by either the weather (eg cloud base) or difficulty in meeting task objectives at greater heights. The underpinning philosophy of the operation is to achieve the objectives without resorting to frequent exposure to low-level operations at or below the level of wires and similar aviation hazards.
- Task usually involves handling personnel (farmers, farm workers, vets, animal handlers, DPI staff or other agency staff), including aircraft operator’s crew, being ferried to and landing at the operations area/s to load and unload cages or cargo nets from the ground.
- Loads may include animals, fodder, equipment or other appropriate cargo for transport by cage or cargo net slung from the helicopter (external load).
- Only the pilot is in the helicopter when a cage or cargo net is being lifted and transported. The designated aircraft operator’s crew will manage the hook up and release of the cage or cargo net from the ground.
- An empty cage or cargo net designed specifically for the task is slung approximately 100 ft under the helicopter and lifted at a safe height to avoid aviation hazards to an appropriate loading site in accordance with the aircraft operator’s operations manual.
- The empty cage or cargo net is detached from the aircraft and the aircraft moves to a safe distance before the cargo is loaded into the cage or cargo net by experienced handling personnel bearing in mind any animal welfare and human safety issues.
- The cage or cargo net is then re-attached to the helicopter by the designated aircraft operator’s crew in accordance with their operations manual and carried at a safe height to avoid aviation hazards to an appropriate unloading site.
- The cage or cargo net is detached from the helicopter by the designated aircraft operator’s crew in accordance with their operations manual and the helicopter moves to a safe distance.

- The cargo is unloaded by experienced handling personnel and secured in appropriate facilities and the empty cage or cargo net is re-attached and transported back to the loading site at a safe height to avoid aviation hazards.
- When transporting external loads is completed, handling personnel & working dogs are picked up and transported back to base at a safe height to avoid aviation hazards.

CASA Permit / Approval

Air Operating Certificate (AOC) endorsed for aerial work with appropriate low level approval to conduct external load slinging operations using pilots with appropriate low level flying permit.

Task Elements (sequence):

1. Planning, including map reconnaissance for hazards.
2. Briefings to ensure operational effectiveness and safety.
3. Start/Taxi/Takeoff.
4. Transit to area of operations at a safe height to avoid aviation hazards.
5. Conduct aerial hazard survey prior to descent to low level operations.
6. Descend to low level operations as required commensurate with task objectives; this may require landing to pick up and drop off handling personnel & working dogs prior to picking up and delivering external loads.
7. Before landing or transporting external loads, conduct thorough aviation hazard assessment and identify appropriate landing and loading/unloading sites.
8. Conduct continuous aviation hazard assessment.
9. Drop off handling personnel & working dogs at appropriate landing site/s.
10. Transport empty cage/s or cargo net/s to loading site.
11. Load cage or cargo net and attach to helicopter in accordance with aircraft operator’s operations manual.
12. Transport cargo to unloading site.
13. Detach cage or cargo net in accordance with aircraft operator’s operations manual and unload.
14. Reattach empty cage or cargo net for return to loading site.
15. Detach cage or cargo net in accordance with aircraft operator’s operations manual and re-load if required.
16. At completion of transporting cargo, transport cage/s or cargo net/s back to operating base at a safe height to avoid aviation hazards.
17. Pick up handling personnel & working dogs and transit to operating base at a safe height to avoid aviation hazards.
18. Land/Shut down
19. Debrief and report

Task Conditions or Technical Aspects:

The task may be conducted in conjunction with aerial survey and will be augmented by information obtained from aerial or ground surveys, including GPS derived locations.

Only pilots are to be in aircraft during lifting and transport of empty cargo net/cage or during lifting of external loads.

Only the aircraft operator’s crew are to manage cage and cargo net operations.

Limitations:

The operation is preceded by an appropriate risk assessment including aerial aviation hazard identification and assessment, and assessment of the operational impact of conducting the operation within the conditions established by this task profile.

Descent to below 500 feet above terrain is not to be conducted prior to confirmation of a low level of risk considering aircraft performance and the assessment of the risk associated with any aviation hazards to which the aircraft would be exposed while low flying and lifting/lowering the sling set up.

Passengers are not permitted on the aircraft whilst the sling and external net/cage are attached. Crew must be dropped at the operational site, prior to attaching sling. To be conducted in a safe area considering environment and weather conditions. Ensure consideration of animal welfare during the operation.

Height restrictions:

A minimum of 500 ft above terrain when in transit to and from the area of operations or when in transit between areas of operation.

When required to conduct low level operations to meet task objectives, prior to descending from 500 ft above terrain, an aviation hazard assessment of the area and adjacent areas must be conducted.

A thorough aviation hazard assessment of the area is to be conducted above 200 ft prior to descending to lowering cage/cargo net to the ground and prior to landing the helicopter

Crew composition:

Subject to risk assessment by the responsible coordinator.

Transiting to area of sling load ground operations and on final return to base without sling setup:

- Pilot
- Handling personnel (including working dogs).

Conducting sling load operations:

- Pilot only

Non essential personnel are not to be carried on this task

Role of each crew member:

Pilot

Provide pre-flight briefing, fly the aircraft, identify hazards and maintain hazard clearance.

Aircraft operator’s crew

Manage cage and cargo net operations. Identify aerial hazards.

Handling personnel

Assist with cage and cargo net operations, including loading and unloading cargo and mustering animals. Advise the pilot and crew of any unique hazards associated with animal handling that could impact on the flight.

Working dogs

Assist in mustering animals.

NB: for the purpose of this task profile handling personnel will be considered to have the status of a passenger.

Landing zone details:

Landing to be planned and at appropriate landing sites at low risk Helicopter Landing Site (HLS) or Aircraft Landing Grounds (ALG) with HLS to meet minimum requirements of CASA Civil Aviation Advisory Publication (CAAP) 92-1 (1) for basic HLS, or in an emergency.

The task can involve landing at appropriate landing sites to pick up handling personnel & working dogs.

When landing to pick up and drop off handling personnel & working dogs at operational areas, conduct thorough aviation hazard assessment and identify appropriate landing site prior to descending below 200 ft.

Communication and co-ordination requirements

Communications are to be established and maintained with other low flying aircraft if they are in the immediate vicinity.

Sterile cockpit procedures are to be used when below 500 feet above terrain.

Sterile cockpit - No extraneous conversations or non-pertinent radio calls within the aircraft cabin. Hazard avoidance calls by anyone are exempt from the sterile cockpit procedures.

Communications are to be established and maintained with the coordination/control centre, other operational aircraft and with ground crews as appropriate to facilitate the communication of operational and hazard related information.

Search And Rescue (SAR) requirements

Flight following by the Aviation Coordinator using 30 minute reporting schedules.

Any change to the flight operations must be communicated to the Aviation Coordinator immediately.

Personal Protective Equipment (PPE)

Helmets with built in communications and visor for applicable crew, nomex or equivalent flight suit, enclosed leather footwear, non-flammable underclothing and socks.

Minimum PPE for passengers: Cotton clothing with long sleeve shirt and long pants, enclosed leather footwear, non-flammable underclothing and socks.

Training Required

Work Safely Around Aircraft

Restrictions / non-approved practice:

Working dogs are to be appropriately restrained (tethered or caged) while in aircraft.

Livestock Mustering

Name:

Livestock Mustering with helicopter

Objectives of Task:

1. To utilize a helicopter to muster animals to a safe refuge area.
2. Ferrying of mustering personnel and working dogs to operations sites to assist in mustering from the ground.
3. Identify aviation hazards and communicate these to other operational aircraft and the coordination/control centre as appropriate

Description of task:

The task will be conducted in a NSW DPI contracted aircraft allocated for the task and will be preceded by aerial surveying to identify affected livestock, suitable livestock refuge area/s and appropriate mustering route/s. Information collated by ground surveys may also be used.

The task involves low level flying operations, including landing at appropriate Helicopter Landing Site (HLS) and other operational areas to pick up and drop off mustering personnel & working dogs.

It is expected that low level flying operations will normally be conducted only when required by either the weather (eg cloud base) or difficulty in meeting task objectives at greater heights. The underpinning philosophy of the operation is to achieve the objectives without resorting to frequent exposure to low-level operations at or below the level of wires and similar aviation hazards in the course of manoeuvring or landing and taking off.

Task may involve mustering personnel and working dogs being ferried to and landing at the operations area to muster livestock from the ground.

Only the pilot is in the helicopter while aerial mustering operations are being undertaken.

The mustering team leader manages the mustering personnel on the ground.

When mustering is completed, mustering personnel & working dogs are picked up and transported back to base at a height not below 500 feet above the terrain to avoid aviation hazards.

CASA Permit / Approval

Air Operating Certificate (AOC) endorsed for aerial work with low level approval appropriate to mustering operations and using pilots with appropriate low level flying permit.

Transporting Animals and People

Task Elements (sequence):

1. Planning, including map/aerial reconnaissance for hazards.
2. Briefings to ensure operational effectiveness and safety.
3. Start/Taxi/Takeoff.
4. Transport ground mustering crew to loading site by transiting to area of operations at a safe height (not below 500 feet above the terrain) to avoid aviation hazards.
5. Conduct continuous aerial hazard survey prior to descent to low level operations.
6. Descend to low level operations as required commensurate with task objectives; this may require landing to pick up and drop off mustering personnel & working dogs prior to aerial mustering operations.
7. Before landing, conduct thorough aviation hazard assessment and identify appropriate landing sites.
8. Conduct continuous aviation hazard assessment.
9. Drop off mustering personnel & working dogs at appropriate landing site/s or safe operational areas.
10. Muster livestock from ground and/or muster livestock using helicopter in accordance with requirements of the task and in conjunction with the aircraft operator’s operations manual.
11. Only the pilot to be in the aircraft during aerial mustering operations.
12. Pilot and ground mustering crew to maintain communications during operational phase.
13. At completion of aerial mustering operations, helicopter is the land in a safe area and pick up mustering personnel & working dogs and transit to operating base at a safe height to avoid aviation hazards.
14. Land/Shut down
15. Debrief and report

Task conditions or technical aspects:

The task may be conducted in conjunction with aerial survey (but not Aerial Spotting) and will be augmented by information obtained from both ground and aerial surveys, including GPS derived locations.

Only pilot is to be in aircraft during aerial mustering operations.

Mustering operations are to be conducted in accordance with CAO 29.10 Air service operations — aircraft engaged in aerial stock mustering operations – low flying permission.

Limitations:

The operation is preceded by an appropriate risk assessment including aerial aviation hazard identification and assessment, and assessment of the operational impact of conducting the operation within the conditions established by this task profile.

Descent to below 500 feet above terrain is not to be conducted prior to confirmation of a low level of risk considering aircraft performance and the assessment of the risk associated with any aviation hazards to which the aircraft would be exposed while low flying and landing.

Passengers are not permitted on the aircraft whilst the mustering is being conducted. Mustering ground crew must be dropped at the operational site, prior to commencing aerial mustering.

To be conducted in a safe area considering environment and weather conditions. Ensure consideration of animal welfare.

Height restrictions:

A minimum of 500 ft above terrain when in transit to and from the area of operations or when in transit between areas of operation.

When required to conduct low level operations to meet task objectives, prior to descending from 500 ft above terrain an aviation hazard assessment of the area and adjacent areas must be conducted.

A thorough aviation hazard assessment of the area is to be conducted above 200 ft prior to descending to land and set up mustering ground operations.

Mustering at such a low level has an inherent risk profile that requires high level of awareness by the pilot

Height restriction from buildings during mustering operations outlined in CAO 29.10 to be adhered to.

Crew composition:

Subject to risk assessment by the responsible coordinator.

Transiting to area of mustering operations:

- Pilot
- mustering personnel (including working dogs).

Mustering Operations:

- Pilot only.

Non essential personnel are not to be carried on this task.

Role of each crew member:

Pilot

Provide pre-flight briefing, fly the aircraft, identify hazards and maintain hazard clearance, aerial muster of livestock.

Mustering team leader

Is in charge of the ground based mustering crew. Assist mustering activities from the ground while aerial mustering takes place. Manage ground based mustering crew. Advise the pilot of any unique hazards associated with animal handling that could impact on the flight.

Mustering personnel

Ground based mustering of animals.

Working dogs

Assist in ground based mustering of animals.

NB: for the purpose of this task profile mustering personnel will be considered to have the status of passengers.

Landing zone details:

Landing to be planned and at appropriate landing sites at low risk Helicopter Landing Site (HLS) or Aircraft Landing Grounds (ALG) with HLS to meet minimum requirements of CASA Civil Aviation Advisory Publication (CAAP) 92-1 (1) for basic HLS, or in an emergency.

The task can involve landing at an appropriate landing site to pick up and drop off mustering personnel & working dogs at the operational areas. When landing to pick up and drop off mustering personnel conduct thorough aviation hazard assessment and identify appropriate landing site prior to descending below 200 ft.

Communication and co-ordination requirements

Communications are to be established and maintained with other low flying aircraft in the immediate vicinity.

Sterile cockpit procedures are to be used when below 500 feet above terrain.

Sterile cockpit - No extraneous conversations or non-pertinent radio calls within the aircraft cabin. Hazard avoidance calls by anyone are exempt from the sterile cockpit procedures.

Communications are to be established and maintained with the coordination/control centre, other operational aircraft and with ground crews as appropriate to facilitate the communication of operational and hazard related information.

SAR requirements

Flight following by the Aviation Coordinator using 30 minute reporting schedules.

Any change to the flight operations must be communicated to the Aviation Coordinator immediately.

Personal Protective Equipment (PPE)

Helmets with built in communications and visor for applicable crew, nomex or equivalent flight suit, enclosed leather footwear, non-flammable underclothing and socks.

Minimum PPE for passengers: Cotton clothing with long sleeve shirt and long pants, enclosed leather footwear, non-flammable underclothing and socks.

Training

Work Safely Around Aircraft (not passengers)

Restrictions / non-approved practice:

Working dogs are to be appropriately restrained (tethered or caged) while in aircraft.

Task Profile Name:

Transporting Animals (fixed wing or helicopter)

Objectives of Task:

Ferrying of people and animals in need of immediate rescue and evacuation.

Description of task:

The task will be conducted in a NSW DPI contracted aircraft allocated for the task. In emergency situations during flood relief and bushfire relief operations there exists the potential for the need to immediately evacuate people and / or animals from areas of danger that they cannot otherwise remove themselves from. In these cases it is appropriate to use an aircraft to evacuate these personnel and animals. This task will generally be carried out by landing the aircraft, usually a helicopter, in an unprepared landing area. An aerial hazard survey will be conducted before descending to the landing area.

CASA permit/approval

Air Operating Certificate (AOC) endorsed for aerial work.

Task Elements (sequence):

1. Planning, including map/aerial reconnaissance for hazards.
2. Briefings to ensure operational effectiveness and safety.
3. Start/Taxi/Takeoff.
4. Transit to the area of operation
5. Before landing, conduct thorough aviation hazard assessment and identify appropriate landing sites.
6. Descend to landing site as required
7. Ensure all passengers and animals are appropriately secured in the aircraft.
8. Take off / Depart area after conducted a hazard assessment of the planned departure route.
9. Transport personnel and animals at a safe height (not below 500 feet above the terrain) to avoid aviation hazards.
10. Conduct continuous aerial hazard survey prior to descent to landing site.
11. Before landing, conduct thorough aviation hazard assessment and identify appropriate landing sites.
12. Descend to landing site as required
13. Conduct continuous aviation hazard assessment.
14. Drop off personnel and animals at appropriate landing site.
15. At completion of operations, transit to operating base at a safe height (not below 500 feet above the terrain) to avoid aviation hazards.
16. Land/Shut down
17. Debrief and report.

Task conditions or technical aspects:

The aircraft environment may be foreign to the animal and measures need to be taken to minimize the risk of injury and distraction to aircraft crew and passengers. The most desirable way to transport animals is within lockable cages. Consideration should be given to having cages available for this activity. These cages must be secured within the aircraft.

While desirable, in some cases animals may not be able to be caged. In the case of dogs, leads can be attached to their collar and in turn attached to a hard point within the aircraft in order to ensure the dog does not distract the pilot.

Where possible dogs should be muzzled so as to avoid any potential injury to handler and aircraft crew.

Limitations:

Low transit flying is not conducted on this task.

The operation is preceded by an appropriate risk assessment including aerial aviation hazard identification and assessment, and assessment of the operational impact of conducting the operation within the conditions established by this task profile.

To be conducted in a safe area considering environment and weather conditions. Ensure consideration of animals on board, including animal welfare.

Height restrictions:

A minimum of 500 ft above terrain when in transit to and from the area of operations or when in transit between areas of operation.

When required to conduct low level operations to meet task objectives, prior to descending from 500 ft above terrain, an aviation hazard assessment of the area and adjacent areas must be conducted.

A thorough aviation hazard assessment of the area is to be conducted above 200 ft prior to descending to land the helicopter.

Crew composition:

Minimum requirement is a pilot, a trained aviation observer and the trained animal handler.

Role of each crew member:

Pilot - provides pre-flight briefing, operates the aircraft, identifies aircraft hazards and maintains safe operations.

Aviation Trained Observer (front seat) - assists with hazard identification and avoidance. Assists with the loading and securing of people and animals.

Animal Handler – for loading and securing animals.

NB: for the purpose of this task profile any additional observer who has not undergone the required DPI aerial training will be considered to have the status of a passenger.

Landing zone details:

Landing to be planned and at appropriate landing sites at low risk Helicopter Landing Site (HLS) or Aircraft Landing Grounds (ALG) with HLS to meet minimum requirements of CASA Civil Aviation Advisory Publication (CAAP) 92-1 (1) for basic HLS, or in an emergency.

When landing to pick up and drop off personnel and animals, conduct thorough aviation hazard assessment and identify appropriate landing site prior to descending below 200 ft.

Communication and co-ordination requirements

Communications are to be established and maintained with other low flying aircraft if they are in the immediate vicinity.

Sterile cockpit procedures are to be used when below 500 feet above terrain.

Sterile cockpit - No extraneous conversations or non-pertinent radio calls within the aircraft cabin. Hazard avoidance calls by anyone are exempt from the sterile cockpit procedures.

Communications are to be established and maintained with the coordination/control centre, other operational aircraft and with ground crews as appropriate to facilitate the communication of operational and hazard related information.

Search and Rescue (SAR) requirements

Flight following by the Aviation Coordinator using 30 minute reporting schedules.

Any change to the flight operations must be communicated to the Aviation Coordinator immediately.

Personal Protective Equipment (PPE)

Helmets with built in communications and visor for applicable crew, nomex or equivalent flight suit, enclosed leather footwear, non-flammable underclothing and socks.

Minimum PPE for passengers: Cotton clothing with long sleeve shirt and long pants, enclosed leather footwear, non-flammable underclothing and socks.

Training

HUET – Where flight over a large body of water or extended flying in flood conditions is required, all crew are to be HUET qualified

Restrictions / non-approved practice:

Animals are to be appropriately restrained (tethered or caged) while in aircraft.