Execution Version

Commissioning and Decommissioning of NSW Ambulance Vehicles and Coordination Services Deed

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Health Administration Corporation (**Principal**)
Paull and Warner – NSW Pty Ltd (**Contractor**)

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Commissioning and Decommissioning of NSW Ambulance Vehicles and Coordination Services Deed

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Details

Date

15 January 2021

Parties

Name	**Health Administration Corporation**
ABN	45 100 538 161
Registration	a corporation sole constituted under section 9 of the *Health Administration Act 1982* (NSW)
Short form name	**Principal**
Address	1 Reserve Road, St Leonards, New South Wales, 2065 Facsimile: +61 2 9391 9101 Attention: Chief Executive, NSW Ambulance

Name	**Paull and Warner – NSW Pty Ltd**
ABN	54 615 850 309
Short form name	**Contractor**
Address	Address: 24 Jackson Street, Bassendean, Western Australia, 6053 [redacted]

Background

A The Principal invited tenders for the provision of the Services.

B The Contractor is in the business of providing commissioning, decommissioning and coordination services with other service providers and other fit out services similar to the Services.

C On the basis of the tender submitted by the Contractor in response to the RFT, the Principal has selected the Contractor to provide the Services to the Principal during the Term, in accordance with the terms of this document.

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Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this document:

Abatement means a deduction from the Service Fee calculated in accordance with Schedule 3.

Accounting Standards means the accounting standards, principles and practices applying by law or otherwise generally accepted and consistently applied in Australia.

Alternate Product has the meaning given in clause 15.2(b).

Annual Improvement Plan has the meaning given to it in clause 14.3(c).

Applicable Cure Period means the period described in clause 31.3(c)(i).

Associate has the meaning given to it in the Corporations Act.

Background IP means all Intellectual Property Rights owned by the Principal in relation to the Services at the date of this document.

Bank Bill means a bill of exchange (as defined in the *Bills of Exchange Act 1909* (Cth)) that has been accepted by a bank authorised under a law of the Commonwealth of Australia or any Principal to carry on banking business.

Bank Bill Rate, for a period, means the rate, expressed as a yield per cent per annum (rounded up (if necessary) to four decimal places) that is quoted as the average bid rate on the Reuters monitor system page 'BBSY' (or any page that replaces that page) at about 10.10am (Sydney time) on the first day of the relevant period for which the rate is sought, for Bank Bills that have a tenor in months which is closest to the period, provided that if there is a manifest error in the calculation of that average bid rate or if no average bid rate is so published for Bank Bills of that tenor by about 10.30am then the Bank Bill Rate will be the bid rate specified by the non-defaulting party reasonably, acting in good faith, having regard to the rates otherwise bid for Bank Bills having a tenor as described above at or around that time.

Build Type means, in relation to Amb1 and Amb4, the categories of build type set out in Table 1 under section 2.2. of the Payment Schedule.

Business Continuity Plan means a plan to be established and maintained by the Contractor which sets out the contingency plan and procedures for the provision of the Services by the Contractor if an event occurs that is likely to significantly impact on the ability of the Contractor to provide the Services in accordance with this document, including an actual or threatened Force Majeure Event. The Business Continuity Plan as at the date of this document is set out in Schedule 6 and must be updated during the Term in accordance with clause 12 and so as to ensure it remains consistent with Good Industry Practice.

Business Day means any day other than a weekend or gazetted public holiday in New South Wales.

Certificate of Condition Precedent Satisfaction means the certificate to be issued in accordance with clause 4.2.

Certificate of Final Completion means written confirmation from the Principal Representative that Final Completion of a Vehicle Order has been achieved pursuant to clause 13.7(b).

Certificate of Service Commencement means the certificate to be issued in accordance with clause 6(b).

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Change means any change or variation to the Services or the introduction of new Services (including the introduction of New Vehicles and Alternate Products), but excludes:

(a) any increase or decrease in the volume of the Services;

(b) any direction or notification issued by the Principal Representative under clause 30; and

(c) any change or variation to the Services which is compensated for or otherwise intended to be dealt with pursuant to the Payment Schedule.

Change in Control means, in respect of an entity, any event occurs, at any time, such that any person (whether alone or together with any associates) ceases to or commences to, directly or indirectly have Control of that entity.

Change Notice has the meaning given to it in clause 14.1(c).

Claim includes any claim, action, demand or proceeding including for an increase in the Service Fee, for payment of money (including damages), for relief from or suspension of obligations or for an extension of time:

(a) under, arising out of, or in any way in connection with, this document;

(b) arising out of, or in any way in connection with, any task, fact, matter, thing or relationship connected with the Services or either party's conduct prior to the date of this document; or

(c) otherwise at law or in equity including:

(i) under or for breach of any statute;

(ii) in tort for negligence or otherwise, including negligent misrepresentation; or

(iii) for restitution, including restitution based on unjust enrichment.

Codes and Standards means all codes (including NSW Government codes), policies, policy directives, policy compliance procedures, standards (including Australian Standards and relevant international standards), specifications and guidelines:

(a) referred to in the Services Specification;

(b) specified in writing by the Principal Representative from time to time; or

(c) otherwise required to be observed or complied with in connection with the Services or the performance of the Contractor's obligations under this document.

Commercially Sensitive Information means any information or such other data, images or text that the parties agree in writing as being commercially sensitive information, and is of a kind that:

(a) discloses the Contractor's confidential financial information (cost and margin); or

(b) the Contractor is prohibited from disclosing by a provision made by or under any Legislation; and

that, if disclosed by the Principal, could reasonably be expected to place the Contractor at a substantial commercial disadvantage in relation to the Principal, whether at present or in the future.

Completed Vehicle means a Vehicle which has achieved Final Completion and in respect of which the Principal Representative has issued a Certificate of Final Completion.

Confidential Information means, the terms of this document and the RFT, and all information in relation to the Principal or the Principal Related Parties, disclosed to the Contractor or the Contractor Related Parties for the purposes of, or otherwise in relation to this document, the RFT or the Services in whatever form, including without limitation:

(a) details of the Principal's suppliers;

(b) the Project Data;

(c) financial information (costs and margins) and business plans;

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(d) intellectual or industrial property including methods, processes and procedures of performing the Services which are proprietary to the Principal;

(e) information contained in or obtained from the Principal IM&T System;

(f) information or documentation relating to the affairs or business or method of carrying on business of the Principal;

(g) information that is by its nature confidential;

(h) information that is designated by the Principle as confidential; or

(i) that the Contractor or a Contractor Related Party knows or ought to have known is confidential,

but does not include:

(j) information or documentation that is or becomes publicly available other than by reason of a breach of this document or any prior obligation of confidentiality owed by one party to the other; or

(k) information or documentation that was already in the proper possession of a party without any obligation of confidentiality attaching prior to the RFT.

Conflict of Interest means engaging in any activity, or obtaining any interest, likely to conflict with the performance of the Services by the Contractor or likely to restrict the Contractor from performing its obligations under this document.

Consents means all permits, authorisations, accreditations, design rules, approvals, licences, exemptions, clearances, consents, permissions, notifications, applications, filings, registrations, lodgements, deeds, certificates, directions, declarations or exemptions, or similar decisions of any kind which are required from, by or with a Governmental Agency for the performance of the Services or any part of them.

Contractor Change Proposal has the name given to it in clause 14.2.

Contractor Delivery Plan means the plan to be established and maintained by the Contractor which sets out the methodology to be applied by the Contractor in carrying out the Services in accordance with this document, which at the date of this document is set out in Schedule 7, and which must be updated annually in accordance with clause 12 and so as to ensure it remains consistent with Good Industry Practice .

Contractor Group means the Contractor and its Related Bodies Corporate.

Contractor IM&T Requirements means the requirements for the Contractor IM&T System to be developed by the Contractor as set out in the Services Specification.

Contractor IM&T System means the hardware, software and platforms owned or leased by the Contractor, as further described in the Contractor IM&T Requirements and used by the Contractor to communicate with the Principal IM&T System.

Contractor Plan means:

(a) Quality Management Plan;

(b) Work Health and Safety Plan;

(c) Transition In Plan;

(d) Business Continuity Plan;

(e) Contractor Delivery Plan; and

(f) Transition Out Plan.

Contractor Related Party means:

(a) Personnel;

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(b) each Related Body Corporate of the Contractor;

(c) each Contractor Supplier and any of their respective officers, employees; and

(d) each Key Subcontractor and Subcontractor,

but excluding the Principal or any Principal Related Party.

Contractor Representative means the person appointed by the Contractor in accordance with clause 5.4, who at the date of this document is [redacted]

Contractor Supplied Equipment means each item of Equipment supplied by the Contractor Supplier as required by the Services Specification.

Contractor Supplier means each supplier or provider of Contractor Supplied Equipment.

Control has the meaning given to it in the Corporations Act.

Conversion means the conversion by the Contractor of a Vehicle into a Completed Vehicle in accordance with the Services Specification and the requirements of this document.

Corporations Act means the *Corporations Act 2001* (Cth).

Corrupt, Collusive or Unethical Conduct occurs when the Contractor (or any of its officers or agents), Personnel, a Subcontractor (or any of its officers) or any Contractor Supplier is found to have either before the commencement, or before the last day, of the Term:

(a) offered any inducement or reward to any public servant or employee, agent or contractor of the Principal, NSW Ambulance or the NSW Government in connection eth the RFT, the tender process or this document;

(b) committed corrupt conduct (as defined in the *Independent Commission Against Corruption Act 1988* (NSW));

(c) a record of unethical behaviour; or

(d) not complied with the requirements of the NSW Department of Finance, Services and Innovation Code of Ethics Statements (as amended, superseded or replaced from time to time), available (as at the date of this document) at https://www.finance.nsw.gov.au/sites/default/files/DP0019.pdf.

Cost means the cost to the Contractor Group of the inputs required to perform the Services (net of all rebates, credits or other benefits in relation to those costs) as set out in the Pricing Model.

Date for Decommission Completion means, in relation to a Decommission Request, the relevant date by which the Vehicles listed in such Decommission Request must reach Decommission Completion in accordance with the Services Specification and this document.

Date for Final Completion means, in relation to a Vehicle Order, the relevant date by which Final Completion is required, in accordance with the Services Specification and this document, as may be specified in the Vehicle Order.

Date of Final Completion means, in relation to a Vehicle Order, the date on which Final Completion is achieved in accordance with the Services Specification and this document.

Decommission has the meaning given to it in the Services Specification.

Decommission Activities means the component of the Services to be undertaken by the Contractor to Decommission.

Decommission Completion means the Vehicles the subject of the Decommission Request achieving the decommissioning requirements of the Services Specification.

Decommission Request means a written notice from the Principal to the Contractor issued in accordance with clause 13.9.

Default Rate means, in respect of a period, a rate equivalent to [redacted] per annum above the Bank Bill Rate for that period.

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Defect means, in relation to a Completed Vehicle or Equipment, any:

(a) defect, deficiency, fault, error or omission;

(b) cracking, shrinking or movement;

(c) defective installation or workmanship; or

(d) any other aspect of the Completed Vehicle or Equipment which is not in accordance with the requirements of this document,

that relates to or is in connection with the Services.

Delivery Location means, in relation to a Vehicle Order, a location specified in the Services Specification to where the Contractor is required to deliver Vehicles, as set out in a Vehicle Order.

Draft Cure Plan means a plan described in clause 31.3.

Equipment means any or all equipment, goods, materials, assets and property installed, or to be installed, in or on a Vehicle in connection with the Services Specification which for the avoidance of doubt includes Contractor Supplied Equipment, Principal Supplied Equipment and Third Party Installation Equipment.

Event of Default means an event described in clause 31.1.

Final Completion means, in relation to a Vehicle Order:

(a) the Pre-Completion Inspection has taken place and the Principal Representative has issued a written notice to the Contractor in accordance with clause 13.5(b)(ii) confirming that Technical Completion has been achieved;

(b) a Vehicle has been received at the relevant Delivery Location pursuant to clause 13.7;

(c) the Final Completion Criteria have been met; and

(d) the Contractor has done everything else stated to be a condition to Final Completion under this document.

Final Completion Criteria means the requirements set out in Appendix K of the Services Specification.

Financial Year means the year commencing on 1 July in any given calendar year and ending on 30 June the following calendar year.

Financial Half Year means the six month period commencing on 1 January in any given calendar year and ending on 30 June of that calendar year.

First Further Term has the meaning given in clause 27.2.

Fit for Intended Purpose means fit for its intended purpose, functions, uses and requirements, (including operation by any party), and includes being fit for the purposes, functions, uses and requirements described in or reasonably ascertainable from the Services Specification and this document.

Force Majeure Event means:

(a) flood, bush fire, earthquake, natural disaster;

(b) act of public enemy, terrorism, war, riot, revolution, national emergency;

(c) declared epidemic or pandemic that occurs at, or directly in the vicinity of, the Site; or

(d) serious industrial action (other than industrial action primarily involving some or all of the Personnel)

but excluding any of the events or occurrences which arises (directly or indirectly) as a result of the action or inaction (as the case may be) of the Contractor or any Contractor Related Party..

GIPA Act means the *Government Information (Public Access) Act 2009* (NSW).

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Good Industry Practice means that degree of skill, care, prudence, foresight and practice which would reasonably be expected of a skilled and experienced person, engaged in the same or a similar type of undertaking as that of the Contractor or a Contractor Related Party, as the case may be, under the same or similar circumstances as the performance of the Services.

Governmental Agency means any government or governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity (wherever created or located). It also includes a self-regulatory organisation established under statute or a stock exchange.

GST has the same meaning given to that term in section 195-1 of the GST Act and includes any replacement or subsequent similar tax or levy.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

ICAC means the Independent Commission Against Corruption, established pursuant to the *Independent Commission Against Corruption Act 1988* (NSW).

IM&T means information management and technology.

Indemnified Party has the meaning given to it in clause 23.1.

Indicative Build Program means, a non-binding, indicative list of the requirements of the Principal in respect of likely future Vehicle Orders and Decommissioning Requests to be issued by the Principal for a relevant period, which may include the likely number and timing of Vehicles, Vehicle Type, Build Type and Delivery Location.

Indirect or Consequential Loss means any Loss recoverable at law which is:

(a) a loss of reputation, publicity, opportunity or goodwill;

(b) a loss of income, revenue or profits;

(c) a loss of anticipated savings or business or business opportunity;

(d) direct or indirect funding or financing costs; or

(e) penalties payable under agreements other than this document.

but does not include:

(f) loss in respect of death, disease, illness or personal injury;

(g) loss arising from a claim by, or Liability of an Indemnified Party, to a third party;

(h) loss arising from any criminal acts or fraud on the part of the Contractor or a Contractor Related Party;

(i) loss arising from wilful misconduct on the part of the Contractor or a Contractor Related Party;

(j) loss of the Principal arising from rectifying a Defect or engaging a third party to rectify a Defect;

(k) loss which is the subject of the indemnities set out in this document;

(l) any other moneys expressly payable to the Contractor or the Principal under this document; or

(m) any Liability to the extent to which, by law, the parties cannot limit or contract out of.

Initial Plan means each of:

(a) the Preliminary Transition In Plan;

(b) the Contractor Delivery Plan; and

(c) the Business Continuity Plan.

Initial Term has the meaning given in clause 27.1.

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Insolvency Event means, in relation to a party, the occurrence of any of the following events:

(a) if an application is made (other than for a frivolous or vexatious reason) for the winding up or deregistration of a party and, where an application has been made for the dismissal or withdrawal of the application for winding up within 10 Business Days, the application is not dismissed or withdrawn within 30 Business Days;

(b) an order is made for the winding up of a party, except for the purpose of a reconstruction, amalgamation, merger or consolidation on terms approved by the Principal Representative before that order is made where the reconstruction, amalgamation, merger or consolidation is implemented in accordance with the terms of the approval;

(c) if a party passes a resolution for its winding up or deregistration, except for the purpose of a reconstruction, amalgamation, merger or consolidation on terms approved by the Principal Representative before that resolution is passed where the reconstruction, amalgamation, merger or consolidation is implemented in accordance with the terms of that approval;

(d) if a receiver, receiver and manager, liquidator, provisional liquidator, compulsory manager trustee for creditors or in bankruptcy or analogous person is appointed to take possession of, or the holder of a takes (or appoints an agent to take) possession of, any property of a party or otherwise enforces its Security Interest;

(e) if a party or any other person appoints an administrator to the party, or takes any step to do so;

(f) if a party:

(i) suspends payment of its debts (other than as the result of a failure to pay a debt or claim which is the subject of a good faith dispute);

(ii) ceases or threatens to cease to carry on all or a material part of its business;

(iii) is or states that it is unable to pay its debts; or

(iv) is deemed insolvent by virtue of its failure to comply with a statutory demand;

(g) if a party enters into a readjustment or rescheduling of its indebtedness or makes a general assignment for the benefit of or a composition with its creditors, without the prior consent of the Principal, except in any case referred to in this paragraph (g) for the purposes of a solvent reconstruction or amalgamation permitted by this document; or

(h) any act is done or event occurs which has an analogous or similar effect to any of the events in paragraphs (a) to (g).

Installation Assets means fixed or moveable equipment, machines, workshops, premises and other assets used by the Contractor for the purpose of performing the Services, other than the Vehicles and the Equipment.

Intellectual Property Rights means all present and future rights which may subsist anywhere in the world (including Australia) including but not limited to copyright, trademarks, designs, patents, circuit layouts, plant varieties, business and domain names, know how, inventions and other results in the industrial, commercial, scientific, literary or artistic fields, including confidential information and the right to have confidential information kept confidential, whether or not registrable, registered or patentable, including:

(a) any application or right to apply to register any of these rights;

(b) all renewals and extensions of these rights; and

(c) all rights in the nature of these rights,

but excluding Moral Rights.

Invoice means a document created in accordance with clause 25.2.

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Key Performance Indicators or **KPI** means the performance standards set out in Schedule 3 and the Transition Out KPI.

Key Person means the individuals names in Schedule 8.

Key Subcontract means a contract under which the Contractor engages a Subcontractor for the components of the Services set out in Schedule 9 and which must be approved by the Principal.

Key Subcontractor means a Subcontractor who enters into a Key Subcontract with the Contractor in accordance with clause 19.

KPI Default means the occurrence of a default in respect of a KPI set out in Schedule 3.

KPI Failure means a failure to meet the KPI Requirement in respect of any KPI.

KPI Requirement means the minimum level in respect of a KPI.

Law means:

(a) Legislation;

(b) common law or principles of equity; and

(c) Consents (including conditions in respect of those Consents).

Legislation means, in relation to New South Wales or the Commonwealth of Australia:

(a) any act of parliament or statute;

(b) any subordinate legislation, rules, regulations or by-laws; and

(c) guidelines and codes of practice of the Commonwealth or New South Wales governments or local councils and authorities with which the Contractor is legally required to comply.

Liability includes any liability of any kind whether debt, cost (including legal costs, deductibles or increased premiums), expense, damage, compensation or charge, whether:

(a) liquidated or not;

(b) arising from or in connection with any obligation (whether as a principal obligation, a surety or an indemnity);

(c) legal or equitable, and whether arising under or for breach of contract, in tort (including negligence), restitution, pursuant to Legislation or otherwise at Law;

(d) present; or

(e) owed, incurred or imposed by or to or on account of or for the account of any person alone or severally or jointly with another or others.

Loss means:

(a) any cost, expense, fee, loss, damage, Liability or other amount (including any legal expenses on a solicitor and own client basis); and

(b) without being limited by paragraph (a) and only to the extent not prohibited by law, any fine or penalty,

whether direct, indirect, consequential, present, future, fixed, unascertained, actual or contingent.

Minimum Vehicle Guarantee Notice means a notice issued by the Principal Representative to the Contractor Representative under clause 25.1A.

Modern Slavery Law means:

(a) the *Modern Slavery Act 2018* (Cth) and any law, statute, regulation, code, rule or other legally binding measure of any jurisdiction that creates similar reporting obligations to those set out in the *Modern Slavery Act 2018* (Cth); and

(b) Divisions 270 and 271 of the Commonwealth Criminal Code, the *Modern Slavery Act 2018* (NSW) and any law, statute, regulation, code rule or other legally binding measure of any

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jurisdiction that creates similar offences to those set out in Divisions 270 and 271 of the Commonwealth Criminal Code.

Moral Rights means the right of integrity of authorship (that is, not to have a work subjected to derogatory treatment), the right of attribution of authorship of a work, and the right not to have authorship falsely attributed, which are rights created by the *Copyright Act 1968* (Cth), and similar rights capable of protection under the laws of any other jurisdiction.

New Generation Product means the development of innovative products and the adaption of existing products (or a combination of both) to produce new products with improved functionality and improved outcomes for the Services, but does not include an Alternate Product.

New Vehicle has the meaning given in clause 14.5(a)(ii).

NSW Ambulance means Ambulance New South Wales ABN 69 291 930 156.

Objectives has the meaning given to it in clause 2.

Other Fleet Contractor means any contractor engaged by the Principal for some or all of the services similar to the Services.

Payment Schedule means the document set out in Schedule 2, as updated in accordance with clause 6 or otherwise amended in accordance with this document from time to time.

Performance Data has the meaning given to it in clause 7.2(a).

Permanent Equipment means the Equipment described in section 1.21.2.2 of the Services Specification applicable to a Vehicle.

Permitted Purpose means:

(a) the purpose of exercising or enforcing any right or remedy by a party;

(b) the performance of any obligation by that party under this document; or

(c) bringing or defending any Claim for breach of this document.

Personal Information has the meaning given in:

(a) the Privacy Act; and

(b) the Priv*acy and Personal Information Protection Act 1998* (NSW).

Personnel means all persons whether employees, directors, contractors, officers or agents of the Contractor or the Contractor Related Parties acting in connection with the performance of the Services.

Planned Condition Precedent Satisfaction Date means the date that is two weeks after the date of this document, or such later date notified in writing by the Principal to Contractor.

Planned Service Commencement Date means the date that is three months after the Planned Condition Precedent Satisfaction Date, or such later date notified in writing by the Principal to Contractor.

Policy means any rule, guideline, regulation, policy, standard, procedure, directive, circular or requirement relating to the execution of any part of the Services or the provision of a service included in the Services, as may be notified to the Contractor or published by the NSW Government, the Ministry of Health or the Principal from time to time, including any policies specified in the Services Specification unless the Principal gives a written notice to the Contractor directing that the relevant matter does not constitute a Policy for the purposes of this document. For the avoidance of doubt, it excludes a Consent.

PPSA means the *Personal Property Securities Act 2009* (Cth).

Pre-Completion Inspection means, in relation to a Vehicle Order, the inspection by the Principal Representative (or its nominee) of Vehicles at a Pre-Completion Inspection Location pursuant to clause 13.6.

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Pre-Completion Inspection Location means, in relation to a Vehicle Order, one of the locations set out in the Services Specification and nominated by the Principal Representative pursuant to clause 13.1(c)(v).

Preliminary Transition In Plan means, as at the date of this document, the plan set out in Schedule 5.

Pricing Model means the spreadsheets contained in the Payment Schedule setting out the itemised Costs in respect of the provision of the Services, as adjusted from time to time pursuant to the Payment Schedule or otherwise as agreed in accordance with this document. The Pricing Model applicable as at the Service Commencement Date is set out in Appendix A in the Payment Schedule.

Principal Change Proposal has the name given to it in clause 14.1.

Principal Equipment Supplier means each provider or supplier of Principal Supplied Equipment.

Principal IM&T System means the hardware, software and platforms owned by, and under the operation and management of the Principal, and which the Principal will use to communicate with the Contractor IM&T System.

Principal Related Party means:

(a) the Principal Representative;

(b) the Ministry of Health;

(c) NSW Ambulance; and

(d) any officers, employees, contractors or agents of the Principal acting in that capacity and engaged in connection with the performance of the Services, but excludes the Contractor and any Contractor Related Party.

Principal Representative means the person nominated by the Principal pursuant to clause 5.1 to act as the 'Principal Representative', who at the date of this document is [redacted]

Principal Supplied Equipment means, in relation a Vehicle, each item of Equipment:

(a) supplied by the Principal (either directly by the Principal or on the Principal's behalf by a Principal Equipment Supplier); or

(b) removed from a Vehicle and which is to be either:

(i) installed in another Vehicle;

(ii) disposed of; or

(iii) returned to the Principal (or a nominee of the Principal),

in each case in accordance with the Services Specification.

Privacy Act means the *Privacy Act 1988* (Cth).

Privacy Laws means the Privacy Act, the Australian Privacy Principles set out in the Privacy Act, the *Privacy and Personal Information Protection Act 1998* (NSW), the *Health Records and Information Privacy Act 2002* (NSW) and any other legislation which provides for the handling of Personal Information.

Project Data has the meaning given to it in clause 21.4.

Project IP means any Intellectual Property Rights subsisting in all 3D models, drawings (including Computer Aided Drawings and General Arrangement Drawings), prototypes (including cabinet prototyping), mock-up designs, testing methodology and related documents and materials, engineering changes or improvements and other related materials, which is developed specifically in relation to the Vehicles or as part of, or for the purposes of, performing the Services or meeting any other obligation under this document.

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Quality Management Plan means a plan to be established and maintained by the Contractor that is approved by the Principal and remains in accordance with part 1.4.2 of the Services Specification and which sets out the methodologies and procedures to be followed by the Contractor during the Term to ensure the Contractor maintains continuous compliance with the quality and compliance requirements of this document.

Quarter means each period of three months commencing on 1 January, 1 April, 1 July and 1 October of each year.

Related Body Corporate has the meaning given to it by section 9 of the Corporations Act.

Relevant Contractor IP means all Intellectual Property Rights (whether owned by the Contractor or any Contractor Related Party or used under licence) used, required or developed in connection with the Services, including all:

(a) Tax Invoices, Reports and other reports (whether in draft or in final form) developed in connection with this document, including performance or KPI reports; and

(b) software specifically designed for the performance of the Services (if any),

that is not Background IP, Project IP or Project Data.

Remedy means, in respect of an Event of Default, to remedy or cure the Event of Default or otherwise overcome the consequences of the Event of Default.

Report means each report prepared by the Contractor regarding the provision of Services pursuant to this document, the Services Specification or section 4 of the Payment Schedule.

Required Rating means a credit rating, or in the case of an insurer, a financial security rating, of at least A- by S&P Global Ratings Australia Pty Ltd or A3 by Moody's Investors Service, Inc (or such other credit rating as the Principal may approve in writing from time to time) or, if no rating is provided by S&P Global Ratings Australia Pty Ltd or by Moody's Investors Service, Inc, an equivalent rating with another reputable rating agency.

RFT means the Request for Tender for the Services issued by the Principal on 2 March 2020.

Second Further Term has the meaning given in clause 27.3.

Security Interest means any mortgage, pledge, lien, encumbrance, assignment, or charge or any security or preferential interest or arrangement of any kind and includes:

(a) a 'security interest' as defined in section 12 of the PPSA;

(b) anything which gives a creditor priority to other creditors with respect to any asset; and

(c) retention of title (other than in the ordinary course of day-to-day trading) and a deposit of money by way of security.

Service Commencement Date means the date specified as such in the Certificate of Service Commencement.

Service Fee means the fee payable to the Contractor for the performance of the Services calculated as the 'Monthly Payment' in accordance with and as defined in the Payment Schedule.

Services means the services described in, or which are reasonably inferred from the terms of this document and the Services Specification, which are to be performed by the Contractor or the Contractor Related Parties, and includes the provision of all services to achieve Conversion and the fulfilment of all Vehicle Orders, Decommission Activities, and provision of all other obligations of the Contractor under this document, including the provision of all Personnel, Installation Assets and Contractor Supplied Equipment necessary or desirable for the safe and satisfactory performance of the Services.

Services Co-ordination Group has the meaning given in clause 5.6.

Services Specification means the document set out in Schedule 1, as updated in accordance with clause 6 or otherwise amended in accordance with this document from time to time.

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Site means:

(a) each location referred to in paragraph 1.14.5 of the Services Specification as a location at which the Services will be carried out; and

(b) each other location which becomes a Site in accordance with clause 11.2.

Spares means any rotables, parts, components or replacement items as part of, or for the purpose of carrying out, or required to maintain, repair, replace, install, decommission or overhaul Equipment or as required for the carrying out of the Services.

Subcontract means a contract under which the Contractor engages a Subcontractor.

Subcontractor means a subcontractor of any level (including suppliers, tradespersons or consultants) engaged by the Contractor under a Subcontract involved in the performance of any of the Services.

Tax means any present or future tax, levy, impost, deduction, charge, duty, compulsory loan or withholding, including the GST (together with any related interest, penalty, fine or expense in connection with any of them) levied or imposed by any government agency, other than any imposed on net overall income.

Tax Invoice has the meaning given to it in the GST Act.

Technical Completion means, in relation to a Vehicle Order:

(a) the Technical Completion Criteria have been met; and

(b) all Equipment has been installed in or on the Vehicle(s) in accordance with the Services Specification and this document.

Technical Completion Criteria means the requirements set out in Appendix D of the Services Specification.

Tender means the response provided by the Contractor to the RFT on 29 April 2020, as amended or clarified by any addenda or clarification.

Term means:

(a) the Initial Term;

(b) if the Principal notifies the Contractor under clause 27.2 that the Principal is exercising its option to extend the Initial Term, the First Further Term; and

(c) if the Principal notifies the Contractor under clause 27.3 that the Principal is exercising its option to extend the First Further Term, the Second Further Term.

Termination Event means an event described in clause 32.1.

Third Party Installation Equipment means Equipment to be installed by a Third Party Installer on or in a Vehicle.

Third Party Installer means each person engaged by the Principal to install Third Party Installation Equipment (as set out in the Services Specification), as amended and notified by the Principal to the Contractor from time to time.

Transition In Plan means the Preliminary Transition In Plan as amended and updated in accordance with clause 12.1.

Transition In Services means the services relating to the transition of the provision of the Services to the Contractor in accordance with clause 6 and the Transition In Plan.

Transition Out KPI means the performance standards set out in the Transition Out Plan provided by the Contractor to the Principal under clause 34.4.

Transition Out Plan means the plan to be prepared by the Contractor in accordance with clause 34.4.

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Transition Period is the period agreed for the transition of the Services from to the Contractor in the Transition In Plan.

Unacceptable Damage means damage to a Vehicle the subject of a Decommission Request that requires Unacceptable Damage Works to be performed.

Unacceptable Damage Works means the additional work or activity approved by the Principal that is required to be carried out by the Contractor to achieve Decommission Completion (in addition to the Services).

Vehicle means, as applicable, each motor vehicle in respect of which:

(a) a Conversion is being, or is to be, completed in accordance with this document; or

(b) a Decommission is being, or is to be, completed in accordance with this document.

Vehicle Order means a written notice from the Principal to the Contractor issued in accordance with clause 13.1.

Vehicle Shortfall has the meaning given to it in clause 25.1B.

Vehicle Type means, the vehicle types identified in the Services Specification, which includes:

(a) Amb1; and

(b) Amb4,

each as further described in sections 1.3.1 and 1.3.2 of the Services Specification, as may be updated from time to time in accordance with this document.

Warranty Period means the period set out in section 1.14 of the Services Specification or a specific warranty period for a particular category of Equipment or workmanship separately identified under the Services Specification.

WHS Act means the *Work Health and Safety Act 2011* (NSW).

WHS Legislation means legislation relating to health and safety at work including:

(a) the WHS Act; and

(b) the *Work Health and Safety Regulation 2011* (NSW).

WHS Policies means policies developed by the Contractor for the purpose of complying with WHS Legislation.

Work Health and Safety (WHS) Plan means a plan to be established and maintained by the Contractor that is approved by the Principal and which sets out, at a minimum, the activities and procedures to be followed by the Contractor to ensure the performance of the Services remains at all times in accordance with WHS Legislation.

1.2 General references

In this document unless the contrary intention appears;

(a) except as otherwise provided in this document, a reference to a party or parties means a party or parties to this document;

(b) a reference to a clause, schedule, annexure or appendix is a reference to a clause, schedule, annexure or appendix to this document and references to this document include any recital, schedule, annexure or appendix;

(c) a reference to this document or another document or instrument includes any variation, novation or replacement of either of them despite any change in the identity of the parties;

(d) references to agreement, instrument or document includes any Security Interest, guarantee, undertaking, deed, agreement or arrangement, whether or not in writing;

(e) references to writing include any means of representing or reproducing words, figures, drawings or symbols in a tangible and permanently visible form;

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(f) references to conduct include an omission, statement or undertaking, whether or not in writing;

(g) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

(h) the singular includes the plural and vice versa and a word indicating a gender includes every other gender;

(i) the word 'person' includes a firm, a body corporate, an unincorporated association, a partnership, joint venture, government or statutory body or authority;

(j) a reference to a person includes a reference to a person's executors, legal personal representatives, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns;

(k) an agreement, representation, warranty or undertaking on the part of or in favour of two or more persons binds or is for the benefit of them jointly and severally;

(l) references to the Principal, an authority, institute, association, instrumentality, statutory body or body politic (each a person) are:

(i) if that person is reconstituted, renamed or replaced, deemed to refer to that person as reconstituted, renamed or replaced;

(ii) if the powers or functions of that person are transferred to, or assumed by, another person, deemed to refer to that other person; or

(iii) if that person ceases to exist, deemed to refer to the person which substantially serves the same purpose or object of that person who has ceased to exist;

(m) if a period of time is specified and dates from any given day or the day of an act or event, it is to be calculated exclusive of that day;

(n) a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;

(o) if the date on or by which any act (including payment of money) must be done under this document is not a Business Day, the act must be done on or by the next Business Day;

(p) if a word or phrase is defined its other grammatical forms have corresponding meanings;

(q) except as otherwise provided in this document, a reference to a month is a reference to a calendar month;

(r) except as otherwise provided in this document, a reference to a year is a reference to a calendar year;

(s) where a right or remedy is conferred on the Principal under this document, that right or remedy is in addition to, and not in substitution of or to be limited or affected by, a right or remedy conferred on the Principal in another provision of this document or otherwise at Law, unless expressly stated;

(t) the meaning of 'or' will be that of the inclusive 'or', that is meaning one, some or all of a number of possibilities;

(u) 'includes' and 'including' means includes and including without limitation;

(v) all accounting terms used in this document will have the meaning given to those terms under, and all calculations and determinations as to financial matters will be made in accordance with, accounting principles and practices generally accepted in Australia from time to time consistently applied;

(w) if more than one requirement is imposed on the Contractor whether under this document or otherwise applies in respect of any part of the Services, then, without limiting clause 1.3, all requirements must be satisfied.

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(x) any provision of this document which seeks to limit or exclude a liability of a party is to be construed as doing so only to the extent permitted by Law;

(y) the term 'may' when used in the context of a power or right exercisable by the Principal or a delegate of the Principal means the Principal or its delegate (as applicable) can exercise that right or power in its sole and absolute discretion and the Principal or its delegate (as applicable) has no obligation to the Contractor to do so;

(z) all warranties, representations, undertakings, indemnities and other obligations made, given to the Principal or undertaken by the Contractor are cumulative and none will be given a limited construction by reference to any other;

(aa) a reference to time is a reference to Sydney time;

(bb) except as otherwise provided, a reference to an amount in this document is a reference to the amount excluding GST;

(cc) a provision which is expressed to be 'subject to' another provision of this document will apply without limiting the operation of the other provision;

(dd) references to an asset or property include any real or personal, present or future, tangible or intangible, property or asset (including intellectual property) and any right, interest, revenue or benefit in, under or derived, from the property or asset;

(ee) no rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it; and

(ff) a reference to:

(i) an obligation includes a representation or warranty or and a reference to a failure to comply with an obligation includes a breach of representation or warranty;

(ii) a right includes a benefit, remedy, discretion or power;

(iii) time is to local time in New South Wales;

(iv) '$' or 'dollars' is a reference to Australian currency; and

(v) writing includes any mode of representing or reproducing words in tangible and permanently visible form, and includes fax transmissions.

1.3 Headings

Headings are inserted for convenience of reference and do not affect the interpretation of this document.

1.4 Order of precedence

(a) If there is any ambiguity, discrepancy or inconsistency within or between any provisions of this document, then subject to clause 1.4(b), the interpretation which prevails, to the extent of the ambiguity, discrepancy or inconsistency, is that which imposes the higher standard on the Contractor or is otherwise more stringent or exacting in its requirements.

(b) Subject to clause 1.4(a), if the Contractor identifies an ambiguity, discrepancy or inconsistency (**Discrepancy**) within or between any provisions of this document, it must provide written details of the Discrepancy to the Principal as soon as possible and in no case later than five Business Days after becoming aware of the Discrepancy, and:

(i) it must provide such written notice in accordance with this clause 1.4(b) prior to taking any further action in relation to the matter affected by the Discrepancy; and

(ii) such written notice must include the Contractor's proposed resolution (in accordance with clause 1.4(a)) to the ambiguity, discrepancy or inconsistency.

(c) Following service of a written notice by either party, the Principal Representative will, within 20 Business Days, direct the Contractor as to how to resolve the ambiguity, discrepancy or inconsistency in accordance with clause 1.4(a), and the Contractor:

(i) must comply with any such direction; and

(ii) is not entitled to make any Claim arising from in or connection with any direction, or failure to give a direction, under this clause 1.4(c).

1.5 Supply to the State

The Contractor acknowledges and agrees that, for the purposes of Division 17 of Part 5.3A of the Corporations Act, the Services provided under this document are for the supply of essential or critical goods or services to, or the carrying out of essential works for, the State of New South Wales.

2. Objectives

(a) The Principal's main objectives (**Objectives**) in entering into this document are to:

(i) ensure that the Services are provided by an efficient and experienced contractor;

(ii) ensure the Contractor is able to sustain improvements in service delivery and value for money;

(iii) ensure that the Contractor is able to assist the Principal in developing longer term efficiency gains in delivering the Services;

(iv) ensure the Contractor is focused on the delivery of reliable and efficient Completed Vehicles;

(v) promote improved performance and innovation in service delivery, sustained over the Term, in relation to the reliability, service quality, safety, efficiency and value for money priorities reflected in the KPIs;

(vi) promote transparent reporting of the Contractor's performance to drive service improvements;

(vii) promote the delivery of the Principal's wider health services priorities, particularly in relation to efficiency, cost control and continuous improvement; and

(viii) ensure transparent and viable commercial funding arrangements that provide value for money to the Principal.

(b) The Contractor must perform its obligations having regard to the Objectives.

3. Procurement risks

Except to the extent expressly provided otherwise in this document, the Contractor bears all risks and costs of providing the Services and otherwise complying with its obligations under this document.

4. Conditions Precedent

4.1 Conditions precedent

(a) The Contractor must not commence the performance of the Services until the conditions precedent set out in clause 4.1(c) have been satisfied or waived in accordance with this clause 4.1.

(b) The rights and obligations of the parties under clauses 1, 4, 6, 22, 23, 35, 36, 37 and 38 (inclusive) and the Schedules to the extent necessary to give effect to those clauses, will commence on the date of this document.

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(c) The rights and obligations of the parties under this document which have not commenced pursuant to clause 4.1(b) will commence on the satisfaction (or waiver in writing by the Principal) of the following conditions precedent:

(i) evidence to the reasonable satisfaction of the Principal that the Contractor and (if required) each Key Subcontractor, has obtained the insurances required by clause 24;

(ii) evidence to the reasonable satisfaction of the Principal that the Contractor holds all necessary Consents;

(iii) the Principal having received evidence satisfactory to it of due execution of this document by each party to it, including a legal opinion in form and substance, and issued by a law firm, acceptable to the Principal; and

(iv) each of the Initial Plans in a form acceptable to the Principal, which must be initialled and dated by the parties for identification purposes.

(d) The conditions precedent set out in this clause 4.1 are solely for the benefit of the Principal and may only be waived by notice from the Principal to the Contractor.

4.2 Certificate of Condition Precedent Satisfaction

(a) The Contractor must satisfy or procure the satisfaction of the conditions in clause 4.1 by the Business Day prior to the Planned Condition Precedent Satisfaction Date.

(b) When the Contractor is of the opinion that a condition precedent in clause 4.1(c) has been satisfied, it must give the Principal written notice of such satisfaction.

(c) The Principal must procure that the Principal Representative issues to the Contractor a Certificate of Condition Precedent Satisfaction promptly after the Principal is satisfied that each of the conditions precedent set out in clause 4.1(c) has been satisfied (or waived by the Principal).

4.3 Consequences of failing to satisfy conditions precedent

If the Certificate of Condition Precedent Satisfaction has not been issued on or before the Planned Condition Precedent Satisfaction Date, the Principal may in its absolute discretion, terminate this document by notice in writing to the Contractor with immediate effect and:

(a) this document will be of no further effect; and

(b) afterwards no party will have any other rights or obligations under it, except in respect of any obligations arising or rights accrued pursuant to clause 4.1(b) or which survive termination of this document.

5. Representatives

5.1 Appointment of the Principal Representative

(a) The Principal must appoint, and ensure that at all times there is appointed, a natural person to be the Principal Representative.

(b) For the avoidance of doubt, the Principal Representative may be a member of NSW Ambulance.

(c) The Principal Representative will:

(i) exercise the powers, duties, discretions and authorities as are:

(A) delegated by the Principal to be exercised by the Principal Representative under this document as agent for the Principal to the extent of the delegation and in compliance with the delegation; or

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(B) expressed in this document to be exercised by the Principal Representative; and

(ii) have the full power and authority, subject to the powers of delegation by the Principal, to act for and on behalf of, and to bind, the Principal under this document to the extent of, and in compliance with, that delegation.

(d) The Principal must notify the Contractor Representative as soon as practicable after any changes in the identity of the Principal Representative.

5.2 Delegation by the Principal Representative

(a) The Principal Representative may from time to time:

(i) appoint one or more representatives to assist it in exercising its powers, duties, discretions or authorities; or

(ii) vary or terminate in whole or in part the appointment of, or the powers, duties, discretions or authorities of such representatives.

(b) The appointment of a representative by the Principal Representative does not prevent the Principal Representative from exercising any of its powers, duties, discretions and authorities.

(c) The Principal Representative must, as soon as practicable after any appointment of a representative in accordance with clause 5.2(a), notify the Contractor Representative of such appointment and the extent of such appointment.

(d) Any action taken by such representative which is within the scope of its appointment (as notified to the Contractor Representative pursuant to paragraph (c) above) will be deemed to be an act of, and will bind, the Principal Representative and the Principal.

5.3 Management of this document

(a) The Contractor and the Contractor Representative must comply with the directions of the Principal Representative given pursuant to and in accordance with this document.

(b) A direction of the Principal Representative includes any instruction, order, request, requirement, or authorisation and may be given orally. If given orally, a direction must be promptly confirmed in writing by the Principal Representative.

(c) The actions and directions of the Principal Representative and its delegates in accordance with this clause 5.3 are binding on the Principal to the extent set out in clause 5.1(c)(i), including where rights and obligations are expressed to be rights and obligations of the Principal Representative.

(d) No direction or consent given by the Principal Representative is to be taken as acceptance of any Services that do not conform to the Services Specification, and the Principal Representative has no authority to orally approve, waive or release the Contractor in respect of any provision of this document. Without limiting clause 38, any such approval, waiver or release must be expressly identified as such, can only be given in writing, and is only effective if signed by the Principal Representative and no delegate of the Principal Representative is authorised or empowered to give any such approval, waiver or release.

5.4 Contractor Representative

The Contractor must:

(a) appoint, and ensure that at all times there is appointed, a natural person to be the Contractor Representative, who:

(i) may exercise the powers, duties, discretions and authorities of the Contractor under this document as agent for the Contractor; and

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(ii) will have the full power and authority to act for and on behalf of and to bind the Contractor under this document; and

(b) notify the Principal within five Business Days of the identity and address of the Contractor Representative promptly after any change of Contractor Representative.

Actions of the Contractor Representative are binding on the Contractor and the Contractor is liable for the powers, duties, discretions and authorities exercised by the Contractor Representative.

5.5 Services Co-ordination Group

(a) For the purpose of furthering the Objectives and maintaining good relations between the Principal and the Contractor, the Principal and the Contractor must establish (and maintain during the Term) a committee (to be known as the **Services Co-ordination Group**) comprising:

(i) two representatives of the Contractor, one of whom must be the Contractor Representative;

(ii) two representatives from NSW Ambulance; and

(iii) the Principal Representative.

The Principal shall agree the chairperson of the Services Co-ordination Group.

(b) The Services Co-ordination Group must meet fortnightly, or as otherwise required by the Principal Representative, to discuss and review matters relating to the Services including:

(i) the provision of the Services, including day to day operational matters;

(ii) the Services Specification;

(iii) the operation and management of the Vehicles;

(iv) preparation of and compliance with the Contractor Plans;

(v) Alternate Products;

(vi) matters arising from the reports or documents provided by the Contractor to the Principal under this document; and

(vii) the continuous improvement obligations under the Services Specification.

(c) The Contractor Representative must attend each meeting of the Services Co-ordination Group however, the Principal Representative may appoint a nominee to attend meetings of the Services Co-ordination Group if the Principal Representative cannot attend for any reason. For the purposes of this clause 5.5, a reference to the Principal Representative will include a nominee of the Principal Representative.

(d) Members of the Services Co-ordination Group may, at their own cost, arrange for such advisers, consultants and Subcontractors as they require from time to time to attend meetings of the Services Co-ordination Group.

(e) Meetings of the Services Co-ordination Group must be conducted in such manner and in accordance with such procedures as its members may from time to time agree, provided that the Principal Representative, the Contractor Representative, and at least one other representative from the Principal must be present in order for there to be a quorum at a meeting. The Contractor is responsible for the recording, distribution and general management of minutes from each meeting of the Service Co-ordination Group.

(f) The Services Co-ordination Group will not have any legal responsibility to the Principal or the Contractor and will not have any power to require the Principal or the Contractor to act or refrain from acting in any way.

(g) The decisions of the Services Co-ordination Group do not affect the rights or obligations of either the Principal or the Contractor, except as set out in this clause 5.5.

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(h) If any dispute arises between the Contractor and the Principal, a party may by notice to all other parties refer the dispute to the Services Co-ordination Group for resolution. The referral notice must specify in reasonable detail the nature of the dispute.

(i) A decision of the Services Co-ordination Group in respect of matters referred to it under clause 5.5(h) may only be made by unanimous agreement of the members of the Services Co-ordination Group.

(j) If a dispute is referred to the Services Co-ordination Group, the Services Co-ordination Group will meet to resolve the dispute. If the dispute is not resolved within five Business Days, either the Principal or the Operator may refer the dispute for resolution pursuant to clause 36.

5.6 Project Management Group

(a) For the purposes of furthering the Objectives and maintaining efficiencies and consistent provision of services, the Principal will establish a project group (to be known as the **Project Management Group**) comprising:

(i) two representatives of the Contractor, one of whom must be the Contractor Representative;

(ii) two representatives from NSW Ambulance; and

(iii) two representatives of each Other Fleet Contractor.

(b) The Contractor agrees to attend meetings of the Project Management Group each quarter to discuss and review matters relating to the Services including:

(i) the provision of the Services;

(ii) the Services Specification;

(iii) Alternate Products;

(iv) New Generation Products;

(v) the operation and management of the Vehicles; and

(vi) any other matters nominated by the Principal relating to the collective provision of Ambulance commissioning and decommissioning services provided by the Contractor and Other Fleet Contractors.

(c) The Contractor Representative must attend each meeting of the Project Management Group.

(d) The decisions of the Project Management Group do not affect the rights or obligations of either the Principal or the Contractor under this document.

6. Transition In Services

(a) The Contractor must:

(i) perform the Transition In Services in accordance with the Services Specification;

(ii) perform the Transition In Services in accordance with the Transition In Plan by the planned dates set out therein and complete all Transition In Services by the Planned Service Commencement Date;

(iii) cooperate with the Principal (including by providing any information reasonably requested by the Principal) in respect of the performance of the Transition In Plan and the delivery of the Transition In Services; and

(iv) coordinate completion of the activities and works required by the Transition In Plan and the delivery of the Transition In Services so as to minimise disruption during the Transition Period.

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(b) The Principal Representative shall issue a Certificate of Service Commencement to the Contractor specifying the Service Commencement Date promptly after the Principal is satisfied that all of the Transition In Services have been performed and completed in accordance with the Transition In Plan.

(c) The Contractor agrees that the performance of the Transition In Services will:

(i) satisfy the requirements of the Services Specification;

(ii) not impact any warranty given by the Contractor under this document; and

(iii) not give rise to any Claim by the Contractor for any Liability, Change or increase to the Service Fee.

7. Services

7.1 Services

(a) On and from the Service Commencement Date until, and including, the last day of the Term, the Contractor must provide the Services in accordance with this document, including:

(i) in accordance with the Services Specification and the Payment Schedule;

(ii) in accordance with Good Industry Practice;

(iii) in a timely and expeditious way;

(iv) in accordance with all Contractor Plans;

(v) in accordance with all Laws, Codes and Standards

(vi) by ensuring that at all times during the Term the Installation Assets comply with all relevant Laws, Policies and Consents, remain Fit for Intended Purpose, and are used in accordance with the manufacturers' and suppliers' specifications, recommendations and service standards;

(vii) so that the Equipment and each Completed Vehicle comply with all relevant Laws, Policies and Consents and are Fit for Intended Purpose and capable of remaining Fit for Intended Purpose over their respective design life (as set out in the Services Specification or otherwise in accordance with the manufacturers' and suppliers' specifications); and

(viii) by ensuring that it and its Contractor Related Parties comply with all relevant Laws, Policies and Consents.

(b) The Contractor must, during the Term:

(i) ensure that it obtains and maintains each Consent required in order for it to perform the Services and its other obligations under this document; and

(ii) participate in and co-operate with the Principal or a Principal Related Party in respect of, a survey, audit or review, or any program or process for obtaining or maintaining any accreditation or certification which the Principal reasonably considers necessary or desirable.

(c) The Contractor must promptly, upon obtaining a Consent (including the renewal of a Consent) referred to in clause 7.1(b)(i) or an accreditation or certification referred to in clause 7.1(b)(ii), or otherwise at the request of the Principal, deliver to the Principal Representative a certified copy of each such Consent, accreditation or certification.

(d) The Contractor must comply with the Principal's reasonable directions in relation to the provision of the Services.

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7.2 Performance

(a) (**Objectives**): The objective of the KPIs is to measure the Contractor's performance in providing the Services and performing its other obligations under this document in accordance with this document. The Contractor must establish and maintain an electronic system to record and report the Contractor's performance against the KPIs in accordance with the requirements of the Services Specification (**Performance Data**). The system must contain an audit log and data amendment tracking capability that meets standards prescribed by the Principal (acting reasonably) from time to time.

(b) (**Achievement of KPIs**): Without prejudice to the other provisions of this document, in performing the Services, the Contractor must achieve or exceed each KPI Requirement.

(c) (**Performance Data**): The Contractor must:

(i) subject to the Principal providing prior written notice, give the Principal access to, and allow the Principal to take a copy of, the Performance Data;

(ii) ensure the availability and continuous integrity of the Performance Data;

(iii) ensure that historical Performance Data is not amended or deleted without the Principal's written consent;

(iv) ensure that the Performance Data is at all times accurate and complete; and

(v) keep a copy of all Performance Data for seven years after its collection.

(d) (**Other information**): The Contractor must, in addition to the other requirements of this clause 7.2, maintain (in electronic format) a log for recording the start and end times and any other information requested by the Principal from time to time in respect of all KPI Failures in a form that is accessible to and can be copied and audited by the Principal. Subject to the Principal providing reasonable prior notice, the Contractor must, give the Principal access to, and allow the Principal to take a copy of, that log.

(e) (**Audit**):

(i) At any time up to 12 months after the end of the Term, the Principal may give notice to the Contractor requiring the Contractor to provide a Performance Auditor (as defined below) with access to the Performance Data to allow an audit of the Performance Data to be performed to verify its accuracy (**Performance Audit Notice**).

(ii) If the Principal gives the Contractor a Performance Audit Notice:

(A) the Principal will appoint and notify the Contractor of a person to conduct the audit (**Performance Auditor**), at the Principal's cost and on terms reasonably determined by the Principal; and

(B) the Contractor must, within a reasonable period, make the Performance Data available, and provide all necessary assistance to the Performance Auditor (including access to senior management and other Personnel as reasonably required by the Performance Auditor).

(f) (**Inaccurate data or Reports**): If:

(i) a Report provided to the Principal or otherwise prepared pursuant to this document;

(ii) the report prepared by the Performance Auditor under clause 7.2(e); or

(iii) any review of the Performance Data,

reveals that the Performance Data is not accurate:

(iv) the Contractor must:

(A) fix the inaccuracy and reissue the relevant data or report to the Principal;

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(B) reassess the occurrence or extent of any KPI Failure; and

(C) pay the costs of the Performance Auditor, or reimburse the Principal for those costs; and

(v) the Principal may reduce the amount of the next Service Fee payable by any positive amount equal to the actual amount of any Abatement which should have been incurred plus interest payable at the Default Rate.

(g) (**No limitation to Principal claim**):

(i) Any Abatement pursuant to paragraph (f)(v) above does not in any way affect or limit any right or remedy of the Principal pursuant to this document or in Law.

(ii) The Principal may make a Claim against the Contractor in respect of any Loss suffered or incurred by the Principal arising out of, or in connection with, any KPI Failure or other failure by the Contractor to provide the Services in accordance with this document to the extent that the Principal has not been fully compensated for that Loss by the Abatement.

7.3 Non performance

(a) If the Contractor materially fails or is likely to materially fail to provide any Service in accordance with this document, the Contractor must immediately notify the Principal (**Non Performance Notification**) and the Principal may engage a third party to provide that Service.

(b) All reasonable direct additional internal costs and direct third party costs incurred by the Principal in engaging a third party to provide a Service in response to a Non Performance Notification, less any amount that is deducted from the Services Fee and which would have been payable by the Principal to the Contractor in accordance with this document if the Contractor had provided that Service in accordance with this document, will be a debt due by the Contractor to the Principal payable on demand by the Principal. When determining what is reasonable in this clause 7.3, the parties will take into account the circumstances and the fact that the Principal may have been required to engage a third party at short notice or procure another solution.

7.4 Third Party Installation

(a) The Contractor acknowledges and agrees:

(i) the Principal has engaged, and may during the Term engage, Third Party Installers to install Third Party Installation Equipment; and

(ii) the installation of Third Party Installation Equipment is required to achieve Final Completion.

(b) The Principal will, from time to time, provide to the Contractor a list of Third Party Installers and Third Party Installation Equipment.

(c) The Contractor will, if and to the extent requested by the Principal, interface with any Third Party Installers as required to facilitate and co-ordinate the provision of their services and the installation of Third Party Installation Equipment as part of the provision of its Services, at its sole cost and expense, and so as to achieve Final Completion in accordance with this document.

(d) The Contractor must:

(i) following notice from a Third Party Installer and subject to the Third Party Installer's compliance with the Contractor's WHS Policies and reasonable conditions of access:

(A) allow that Third Party Installer sufficient access to each Site during normal working hours as required to install Third Party Installation Equipment and in respect of any defect rectification or testing required; and

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(B) give each Third Party Installer sufficient access to the Vehicles to enable the Third Party Installer to install its Third Party Installation Equipment and in respect of any defect rectification or testing required; and

(ii) provide such reasonable assistance as is required and not do anything which prevents, delays or inhibits a Third Party Installer from installing Third Party Installation Equipment.

(e) The Contractor must promptly, and in any event within 5 Business Days of becoming aware, inform the Principal Representative in writing of any defect, fault, error or deficiency in Third Party Installation Equipment that will prevent the Services complying with this document or the Contractor meeting its other obligations under this document.

(f) The Contractor acknowledges and agrees that:

(i) the activities of Third Party Installers will not constitute a breach of this document by the Principal;

(ii) the Contractor is not relieved from the performance of its obligations or the provision of the Services under this document as a result of any acts or omissions of a Third Party Installer; and

(iii) the Principal will not be liable upon any Claim by the Contractor arising out of or in any way in connection with the activities of Third Party Installers or any Third Party Installation Equipment.

8. Contractor Supplied Equipment

(a) The Contractor must ensure that:

(i) each item of Contractor Supplied Equipment is free from any Security Interest at the time that it is installed in or on a Vehicle;

(ii) each item of Contractor Supplied Equipment is:

(A) fit for and meets or exceeds the Services Specification for that item (or as otherwise notified by the Principal in writing to the Contractor from time to time); and

(B) insured while in transit from the Contractor Supplier to the Contractor and from one Site to another;

(iii) notwithstanding clause 8(d), any warranty, guarantee or indemnity given in respect of any Contractor Supplied Equipment is to be given directly by the relevant Contractor Supplier to the Principal (or the Principal's nominee), or is to be assigned to, or capable of being relied upon by, the Principal on and from the time that the Principal (or the Principal's nominee) takes possession of the relevant Completed Vehicle;

(b) The Contractor must establish and maintain an accurate and up to date inventory schedule of all Contractor Supplied Equipment that it receives and:

(i) provide a copy of that schedule to the Principal promptly following a request; and

(ii) retain that schedule for at least seven years after the last day of the Term.

(c) The Contractor must during the Warranty Period:

(i) procure the rectification of; or

(ii) promptly return to the relevant Contractor Supplier,

any Contractor Supplied Equipment which is:

(iii) damaged or destroyed when received by the Contractor; or

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(iv) defective or not Fit for Intended Purpose,

and obtain either a replacement item or a credit from the relevant Contractor Supplier.

(d) The Contractor must, from time to time on direction from the Principal Representative, provide such assistance necessary for the Principal to be able to make any necessary Claim in respect of the Contractor Supplied Equipment (including procuring the assignment of any warranty relevant to Contractor Supplied Equipment, however such assignment does not relieve the Contractor of its obligations in relation to Contractor Supplied Equipment).

(e) The Contractor:

(i) must not make any Claim under this document arising out of or in any way in connection with any item of Contractor Supplied Equipment; and

(ii) is not relieved of any of its Liabilities or obligations under this document as a result of the use of Contractor Supplied Equipment.

9. Principal Supplied Equipment and Vehicles

9.1 Principal Supplied Equipment

The Contractor must ensure that:

(a) each item of Principal Supplied Equipment is:

(i) kept safe and secure at a Site and separate from any other property of, or in the possession of, the Contractor;

(ii) not removed from a Site without the Principal's written consent (unless being disposed of by the Contractor in accordance with the Services Specification);

(iii) identified as the property of the Principal;

(iv) only dealt with in accordance with the Services Specification; and

(v) except in respect of Principal Supplied Equipment which is to be disposed of in accordance with the Services Specification:

(A) protected, preserved and maintained in good working order and capable of being operated fully, efficiently, effectively and safely:

(I) for the purpose, and to the capacity, for which it was designed;

(II) in compliance with all applicable Laws, Policies and Consents; and

(B) insured for full replacement under an insurance policy maintained by the Contractor;

(b) it establishes and maintains an accurate and up to date inventory schedule of all Principal Supplied Equipment that it receives and:

(i) provides a copy of that schedule to the Principal promptly following a request; and

(ii) retain that schedule for at least seven years after the last day of the Term;

(c) it promptly returns to the relevant Principal Equipment Supplier (or as otherwise directed by the Principal Representative) any Principal Equipment Supplied Equipment which is:

(i) damaged or destroyed when received by the Contractor; or

(ii) defective or not Fit for Intended Purpose,

and obtains either a replacement item or a credit from the relevant Principal Supplier, except in respect of Principal Supplied Equipment which:

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(iii) was installed on or in a Vehicle when received by the Contractor and is no longer covered by a Principal Supplier warranty, guarantee or indemnity; or

(iv) is to be disposed of in accordance with the Services Specification; and

(d) it:

(i) promptly notifies the Principal Representative if any Principal Supplied Equipment is damaged, lost or destroyed at a Site (other than Principal Supplied Equipment which will be disposed of in accordance with the Services Specification); and

(ii) on the approval of the Principal Representative:

(A) makes a claim on the Principal Representative's behalf in respect of any such Principal Supplied Equipment which is damaged, lost or destroyed under an applicable insurance policy; or

(B) provides all assistance necessary for the Principal Representative to make a claim against the supplier of such Principal Supplied Equipment.

9.2 Risk and ownership in Vehicles

(a) Title to all Vehicles remains with the Principal at all times during the carrying out of the Services.

(b) The Contractor must ensure that each Vehicle, while in the care custody and control of the Contractor:

(i) is kept safe and secure at a Site and separate from any other property of, or in the possession of, the Contractor;

(ii) is securely locked at all times outside of the carrying out of the Services;

(iii) is not removed from the Site without the Principal's written consent (unless such removal is in accordance with the Services Specification);

(iv) identified as the property of the Principal; and

(v) covered by the policies of insurance required to be held by the Contractor under this document.

(c) For the duration of time for which a Vehicle remains in the care, custody and control of the Contractor (or is deemed to be in the care, custody and control of the Contractor pursuant to this document), the Contractor bears all risk of destruction, loss or damage to such Vehicles.

(d) In the event of destruction, loss or damage to a Vehicle that occurs while in the care, custody and control of the Contractor (or is deemed to be in the care, custody and control of the Contractor pursuant to this document), the Contractor must:

(i) give the Principal Representative immediate notice of such destruction, loss or damage;

(ii) subject to clause 9.2(e), promptly procure the repair of any destruction, loss of damage;

(iii) apply all proceeds of its insurances towards the cost of repair or reinstatement; and

(iv) consult with the Principal Representative about the programming, progress and nature of repairs required as a result of such destruction, loss or damage to a Vehicle.

(e) If the Contractor has an obligation to repair destruction, loss or damage under this clause 9.2, the Principal Representative may in its absolute discretion direct the Contractor in writing not to carry out its repair and reinstatement obligations under clause 9.2(d), in which case:

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(i) the Contractor must pay to the Principal all proceeds it receives from insurances; and

(ii) otherwise compensate the Principal for its costs of repair and reinstatement.

10. Equipment recall and return

The Contractor must provide such assistance as the Principal may require from time to time with regard to Equipment the subject of return and recall, including:

(a) locating, removing and isolating the relevant Equipment at Sites, in Vehicles or in Completed Vehicles;

(b) locating, removing, isolating and collecting Equipment;

(c) storing Equipment at Sites; and

(d) redelivering to or making Equipment available for collection by suppliers, or otherwise at the direction of the Principal.

11. Sites

11.1 Sites

(a) The Services must, subject to the necessary transit required, be provided from a Site, unless otherwise agreed in writing by the Principal.

(b) The Contractor must ensure that:

(i) the Services are continuously able to be provided from a Site;

(ii) at all times during the Term, each Site is Fit for Intended Purpose and suitable for the performance of the Services in accordance with the Services Specification;

(iii) at all times during the Term each Site complies will all Laws, Policies and Consents applicable to it or the Contractor and Contractor Related Parties;

(iv) each Site is equipped and maintained at all times:

(A) in accordance with Good Industry Practice;

(B) such that the Principal may increase the volume of Services required to be provided by the Contractor, as envisaged in the RFT and the Objectives, including pursuant to a Principal Change Request; and

(C) so that it meets the requirements in the Services Specification.

(c) The Contractor agrees that it will:

(i) provide and maintain suitable security measures at each Site to ensure that the Vehicles and Equipment remain secure and undamaged at all times, including security equipment and alarms at each Site (including a monitored alarm service with a reputable security firm) of a type, number and standard reasonably in accordance with Good Industry Practice in the provision of the Services and as otherwise approved by the Principal;

(ii) ensure that any and all materials, Vehicles, Equipment and Installation Assets which contain flammable or hazardous materials are stored in a manner which complies with fire or hazardous regulation standards for the storage of such material;

(iii) ensure that no substance which might damage or contaminate Vehicles, Equipment or Installation Assets is stored in or adjacent to any Vehicles, Equipment or Installation Assets; and

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(iv) notify the Principal of any circumstances the Contractor becomes aware of which are likely to increase the risk to, or cause any Loss, damage or injury to any Vehicles, Equipment or Installation Assets or any person on any Site.

11.2 Change of Site

(a) The Contractor must not:

(i) change the location of a Site;

(ii) designate another premises as a Site (that was not a Site at the date of this document); or

(iii) cease to provide the Services from a Site,

(other than in accordance with the Business Continuity Plan), without the prior written consent of the Principal (not to be unreasonably withheld or delayed), following provision by the Contractor of a written notice:

(A) immediately, in the event of a proposed change occasioned by a Force Majeure Event or other event beyond the control of the Contractor; or

(B) in any other case, at least three months prior to any proposed change.

(b) The notice given pursuant to clause 11.2(a) must include reasonable details of the proposed change, including:

(i) reasons and proposed timing for the change;

(ii) the address and capacity of any replacement Site or additional Site; and

(iii) the Contractor's approach to managing the transition of the Services to the proposed Site.

11.3 Access to Sites

The Contractor must permit the Principal Representative and authorised employees of a Principal Related Party to have access to each Site at all reasonable times on 24 hours' notice from the Principal notifying the Contractor that it wishes to:

(a) inspect and assess maintenance of the Vehicles at that Site; and/or

(b) assess the Contractor's performance of the Services,

subject to the Principal Representative complying with the reasonable safety requirements of the Contractor at each relevant Site, which have been notified by the Contractor Representative.

12. Contractor Plans

12.1 Submission of Contractor Plans

(a) Within 20 Business Days of the date of this document, the Contractor must update the Preliminary Transition In Plan and submit for approval an updated Preliminary Transition In Plan to the Principal Representative for the facilitation of an efficient, orderly and prompt transition to the Contractor's obligations under this document (**Transition In Plan**).

(b) The following Contractor Plans must be submitted to the Principal Representative for approval by no later than 30 Business Days prior to the Planned Service Commencement Date:

(i) Quality Management Plan; and

(ii) Work Health and Safety Plan.

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12.2 Updated Contractor Plans

The Contractor must:

(a) develop, regularly review and, regularly or on request from the Principal Representative, update the Contractor Plans:

(i) to take into account events or circumstances which will, or may reasonably be expected to, affect the manner in which the Contractor carries out the Services;

(ii) submit each updated version of a Contractor Plan to the Principal Representative; and

(iii) not update a Contractor Plan:

(A) in a way that departs from a Contractor Plan previously approved by the Principal; or

(B) make, or purports to make, the Principal's obligations under this document more onerous or increases any liability or potential liability or reduces any right of the Principal in connection with the Services.

12.3 Review by the Principal

(a) The Principal may review any Contractor Plan (including any updates) submitted by the Contractor under clause 12.2 and notify the Contractor of any comments including if any such Contractor Plan does not comply with this document, and require the Contractor to submit an amended Contractor Plan.

(b) If the Contractor receives a notice under clause 12.3(a), the Contractor must submit within 15 Business Days an amended version of the Contractor Plan to the Principal whereupon the provisions of this clause 12.3 will apply to the revised Contractor Plan.

(c) The Principal does not owe any duty of care to the Contractor to review any Contractor Plan submitted by the Contractor for errors, omissions or compliance with Law or this document.

(d) No review, comments upon, or notice in respect of, or any failure to review, comment upon or give notice in respect of, any Contractor Plan submitted by the Contractor will in any way:

(i) relieve the Contractor from, or alter or affect, the Contractor's Liabilities, obligations or responsibilities under this document or at Law; or

(ii) prejudice the Principal's rights against the Contractor under this document or at Law.

12.4 Compliance with Contractor Plans

(a) The Contractor warrants that each Contractor Plan it prepares under this document is and will at all times be Fit for Intended Purpose, will be prepared and updated using Good Industry Practice and will enable the provision of the Services at all times in accordance with this document.

(b) The Contractor must comply with each Contractor Plan submitted to the Principal.

(c) The Contractor will not be relieved from compliance with any of its obligations or Liabilities under this document or otherwise according to Law as a result of:

(i) compliance by the Contractor with its obligations under this clause 12 (including compliance with each Contractor Plan); and

(ii) any failure of the Principal or a Principal Related Party to detect any non-compliance in or with each Contractor Plan.

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13. Completion

13.1 Vehicle Orders

(a) The Contractor must not undertake the Services for a Conversion in relation to a Vehicle unless the Principal Representative issues a Vehicle Order in accordance with this clause 13.

(b) Vehicle Orders may be made:

(i) by written request (whether by email, facsimile, post or hand) from the Principal Representative titled 'Vehicle Order' and containing the details in clause 13.1(c);

(ii) through the Principal IM&T System or the Contractor IM&T System; or

(iii) any other method required by the Principal which is in keeping with the NSW Government's financial and audit policies.

(c) Without limiting the Services Specification, a Vehicle Order will include the following details:

(i) number of Vehicles the subject of the Vehicle Order;

(ii) Vehicle Type(s) required;

(iii) Build Type(s) required;

(iv) Delivery Location(s);

(v) Pre-Completion Inspection Location(s);

(vi) Date(s) for Final Completion;

(vii) the Service Fee payable in respect of the Vehicle Order; and

(viii) the name of the person placing the Vehicle Order.

(d) For the avoidance of doubt, a Vehicle Order may be placed that requires more than one Vehicle, Vehicle Type, Build Type, Pre-Completion Inspection Location, Delivery Location and/or Date for Final Completion.

(e) If a Vehicle Order is issued in incomplete form, the Contractor must as soon as possible, and in any event within 2 Business Days of receipt, notify the Principal Representative of the details required under clause 13.1(c) that have not been provided and the Principal Representative will, to the extent reasonably possible, promptly provide such details.

(f) The Contractor must fulfil all Vehicle Orders during the Term in accordance with their terms and this document, notwithstanding any notice by the Contractor pursuant to clause 13.1(d).

(g) The Contractor acknowledges the Service Fee includes all profits, costs, expenses, and Losses of the Contractor in performing the Services and all of its obligations under this document, and fulfilling a Vehicle Order in accordance with this document and the Services Specification, including overheads, packaging, packing, loading and unloading, freight, management, logistics and interface services, delivery and transportation costs, insurances and Taxes, except where it is expressly provided otherwise in this document.

13.2 Indicative Build Programs

(a) The Principal agrees to use its best endeavours to provide the Contractor with Indicative Build Programs from time to time no later than 4 months prior to the Vehicle Order to which the Indicative Build Program relates.

(b) The Contractor agrees that each Indicative Build Program provided by the Principal under this clause 13.2 is provided on a non-binding, indicative and no-reliance basis, to assist the Contractor to program the provision of its Services, and any actual Vehicle Orders may not be in accordance with the relevant Indicative Build Program.

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(c) The Principal will not be liable upon any Claim by the Contractor arising out of or in connection with the contents of an Indicative Build Program, including where a Vehicle Order differs from an Indicative Build Program.

13.3 Progress of Services

(a) The Contractor must:

(i) commence the Services on the Service Commencement Date;

(ii) in relation to each Vehicle Order, promptly commence the Services on receipt of Vehicle(s) listed in each Vehicle Order and achieve Final Completion by the relevant Date for Final Completion; and

(iii) in relation to each Decommission Request, promptly commence the Decommission Activities on receipt of a Decommission Request and achieve Decommission Completion by the Date for Decommission Completion.

(b) The Contractor acknowledges the importance of complying with its obligations under clause 13.3(a) to ensure the Principal and NSW Ambulance can meet their statutory and other obligations to the public.

13.4 Risk of Delay

(a) Except as expressly set out in clause 13.5, upon:

(i) receipt of Vehicles the subject of a Vehicle Order, the Contractor accepts the risk of all delays in and disruption to, the carrying out of the Services and achieving Final Completion by the Date for Final Completion under a Vehicle Order; or

(ii) receipt of a Decommission Request, the Contractor accepts the risk of all delays in and disruption to, the carrying out of the Decommission Activities and achieving Decommission Completion by the Date for Decommission Completion under a Decommission Request.

(b) The Contractor must within 5 Business Days after:

(i) the date that the Contractor first becomes aware, or ought reasonably to have become aware, of a Force Majeure Event; or

(ii) the commencement of any other matter or occurrence,

which will, or is likely, to give rise to a delay to the Services, including the achievement of a specified Date for Final Completion or Date for Decommission Completion, give the Principal Representative written notice of:

(iii) the delay or likely delay and details of the cause of the delay; and

(iv) how the time required to achieve Final Completion of a Vehicle Order or Decommission Completion of a Decommission Request (as applicable) is likely to be affected (if at all) by the delay or the likely delay.

(c) The Contractor must take all reasonable steps to prevent the cause of delay and avoid or minimise the consequences of such delay.

13.5 Extensions of time

(a) Without limiting clause 29, if the Contractor is or will be delayed by a Force Majeure Event in a manner that will directly prevent it from achieving:

(i) Completion of a Vehicle Order by the relevant Date for Final Completion; or

(ii) Decommission Completion of a Decommission Request by the relevant Date for Decommission Completion,

the Contractor may claim an extension of time to the Date for Completion or Date for Decommission Completion (as applicable) pursuant to clause 29.3.

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(b) To claim an extension of time under clause 13.5(a), the Contractor must comply with clause 29 and within 5 Business Days of first becoming aware of a Force Majeure Event, give the Principal Representative a notice containing:

(i) detailed particulars of the Force Majeure Event and how it will directly delay the Contractor from achieving Completion by the Date for Final Completion or Commission Completion by the Date for Decommission Completion;

(ii) the number of days for which the extension of time is claimed (with sufficient basis on which the Force Majeure Event directly results in a delay to an activity that is critical to the progress of the Services); and

(iii) details of how the Contractor sought to avoid, mitigate, minimise or minimise the consequences of the delay.

(c) The Contractor will not be entitled to any increase in the Service Fee the subject of an extension of time request under this clause 13.5.

13.6 Pre-Completion Inspections

(a) When the Contractor considers that it has achieved Technical Completion in relation to a Vehicle Order, the Contractor must:

(i) give the Principal Representative no less than 10 Business Days' notice of the date on which the Pre-Completion Inspection will take place;

(ii) transfer all Vehicles the subject of that Vehicle Order to the Pre-Completion Inspection Location prior to the date specified in the Contractor's notice to the Principal Representative under clause 13.6(a)(i); and

(iii) facilitate and provide all reasonable assistance to the Principal Representative (or its nominee) regarding the Pre-Completion Inspection including assisting in the carrying out of any testing that it reasonably requires to confirm that Technical Completion has been achieved.

(b) A Principal Related Party will undertake the Pre-Completion Inspection and give the Contractor notice of:

(i) any defect in a Vehicle or other non-compliance with the Services Specification or this document, or any other failure to meet its other obligations in order to achieve Technical Completion; or

(ii) whether, in the Principal's opinion, the Vehicle has achieved Technical Completion and is capable of achieving Final Completion.

(c) If the Principal Representative (or its nominee) gives written notice to the Contractor:

(i) under clause 13.6(b)(i), the Contractor must promptly rectify the defect or non-compliance and clause 13.6(a) will reapply; or

(ii) under clause 13.6(b)(ii), the Contractor may proceed to deliver the Vehicle to the Delivery Location and meet its other obligations in order to achieve Final Completion.

(d) The Contractor acknowledges that the confirmation by the Principal under clause 13.6(b)(ii) in relation to a Pre-Completion Inspection:

(i) is a condition to Final Completion;

(ii) does not represent the Principal's agreement that the Vehicle complies with the requirements for Final Completion under this document;

(iii) does not limit the Principal's rights under clause 13.7; and

(iv) does not otherwise prejudice the right of the Principal to make a Claim against the Contractor in respect of a Vehicle Order or a Completed Vehicle which proves not

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to be in accordance with the Services Specification and the other requirements of this document.

13.7 Completion or Rejection of Vehicles

(a) The Contractor must deliver a Vehicle to the specified Delivery Location and otherwise meet the requirements in order to achieve Final Completion.

(b) The Principal Representative shall issue a Certificate of Completion to the Contractor when it has accepted delivery of a Completed Vehicle delivered to the specified Delivery Location and where the Contractor has met the requirements for Final Completion under this document.

(c) The Principal may, notwithstanding the giving of written notice under clause 13.6(b)(ii), reject any Vehicle delivered to a Delivery Location where the Contractor has not met the requirements for Final Completion under this document (such rejection may be given verbally and confirmed promptly in writing, setting out reasons for the rejection) and specifying that the Vehicle, any Equipment or any other relevant elements be either removed and replaced or rectified at the Contractor's sole risk and expense within such reasonable time as the Principal may direct.

(d) If the Principal gives the Contractor notice that a Vehicle is rejected under clause 13.7(a):

(i) the Contractor must, within the time frame specified by the Principal, at its sole cost and expense, address the basis for rejection in accordance with the Principals' notice of rejection (including pursuant to clause 13.6(b)(i)); and

(ii) the Vehicle will remain in the care, custody and control of the Contractor until such time as Final Completion of that Vehicle is subsequently achieved, or the Principal notifies the Contractor in writing that it is prepared to accept delivery of the Vehicle but without prejudice to the rights of the Principal to Claim against the Contractor for any failure to achieve Final Completion.

(e) Vehicles, Equipment or any other relevant elements rejected or delivered in error are to be removed by (or as otherwise directed by the Principal) and at the expense of the Contractor within seven days of delivery. The Principal may arrange the removal of such materials should the Contractor fail to do so and charge the Contractor with all expenses incurred in such removal.

(f) If the Contractor fails to either remove and replace or rectify the rejected Vehicles, Equipment or any other relevant elements within the time directed by the Principal, the Principal may have the rejected Vehicles, Equipment or any other relevant elements delivered to the Contractor at the Contractor's risk and expense.

(g) Where the Contractor fails to achieve Final Completion of a Vehicle Order by the Date for Final Completion, or such other time agreed by the Principal, or where Vehicles, Equipment or any other relevant elements are rejected and the Contractor fails to remove and replace or rectify the rejected Vehicles, Equipment or any other relevant elements in conformity with this document, the Principal may:

(i) purchase from another supplier substitute Vehicles, Equipment or any other relevant elements of the kind and quality ordered; or

(ii) where it is not possible or practicable to purchase from another supplier substitute Vehicles, Equipment or any other relevant elements of the kind and quality ordered, the Principal may purchase Vehicles, Equipment or any other relevant elements of a superior kind and quality to the Vehicles, Equipment or any other relevant elements in respect of the relevant Vehicle Order; and

(iii) any extra cost or expense incurred over and above the Service Fee, shall be a debt due from the Contractor to the Principal.

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13.8 Defects

(a) At any time during the Term, the Principal Representative may give the Contractor written notice of a Defect (**Defect Notice**).

(b) A Defect Notice must specify:

(i) reasonable details of the Defect;

(ii) the Completed Vehicle(s) affected by the Defect;

(iii) the time periods within which:

(A) the Completed Vehicle the subject of the Defect Notice will be made available to the Contractor for rectification of the Defect; and

(B) the Defect must be rectified and the Completed Vehicle returned to the location from which it was collected.

(c) The Contractor must:

(i) rectify all Defects the subject of a Defect Notice in accordance with such Defect Notice; and

(ii) provide the Principal Representative with a written summary of the work undertaken in compliance with a Defect Notice.

(d) For the avoidance of doubt, the Contractor's obligations under this clause 13.8 extend to:

(i) collecting the Completed Vehicle from the location specified in a Defect Notice; and

(ii) delivering the rectified Completed Vehicle to the location specified in a Defect Notice.

(e) If the Contractor does not comply with a Defect Notice, the Principal may procure the rectification of that Defect and the Loss suffered by the Principal in doing so will become a debt due and payable by the Contractor to the Principal.

13.9 Decommission Activities

(a) The Contractor must not undertake the Decommission Activities in relation to a Vehicle unless the Principal Representative gives the Contractor a Decommission Request in accordance with this clause 13.9.

(b) Decommission Requests may be made:

(i) by written request (whether by email, facsimile, post or hand) from the Principal Representative titled 'Decommission Request' and containing the details in clause 13.9(c);

(ii) through the Principal IM&T System or the Contractor IM&T System; or

(iii) any other method required by the Principal which is in keeping with the NSW Government's financial and audit policies.

(c) Without limiting the Services Specification, a Decommission Request will include the following details:

(i) the number of Vehicles the subject of the Decommission Request;

(ii) the relevant Vehicle Type(s) and Build Type(s);

(iii) the Delivery Location from which the Vehicle(s) are to be collected by the Contractor;

(iv) the location where the Vehicles are to be delivered at Decommission Completion; and

(v) the Date(s) for Decommission Completion.

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(d) The Contractor must:

(i) subject to clause 13.9(d)(ii), undertake the Decommission Activities:

(A) in accordance with the Services Specification and otherwise in accordance with this document; and

(B) by the timeframes required by this document so that each Vehicle the subject of a Decommission Request reaches Decommission Completion by the Date for Decommission Completion; and

(ii) only undertake the Unacceptable Damage Works on the approval of the Principal Representative in accordance with section 1.21 of the Services Specification.

(e) For the avoidance of doubt, a Decommission Request may be placed that requires more than one Vehicle, Vehicle Type, Build Type, Delivery Location, location for delivery after Decommission Commission and/or Date for Decommission Completion.

(f) If a Decommission Request is issued in incomplete form, the Contractor must as soon as possible, and in any event within 2 Business Days of receipt, notify the Principal Representative of the details required under clause 13.9(c) that have not been provided and the Principal Representative will, to the extent reasonably possible, promptly provide such details.

(g) The Contractor must fulfil all Decommission Requests during the Term in accordance with their terms and this document, notwithstanding any notice by the Contractor pursuant to clause 13.9(c).

(h) The Contractor acknowledges the Service Fee includes all profits, costs, expenses, and Losses of the Contractor in performing the Services and all of its obligations under this document, and fulfilling a Decommission Request in accordance with this document and the Services Specification, except where it is expressly provided otherwise in this document.

14. Changes to Services and Changes to Vehicles

14.1 Principal Change Request

(a) The Principal may seek or propose a Change by delivering to the Contractor a written variation request (**Principal Change Request**). The Principal Change Request must set out the particulars of the proposed Change.

(b) The Principal will not be obliged to proceed with any Principal Change Request until and unless it accepts a Change Notice (as defined in paragraph (c) below) in accordance with clause 14.1(d).

(c) Upon receipt of a Principal Change Request, the Contractor must prepare and deliver to the Principal within 15 Business Days (or such longer period as is agreed by the Principal, acting reasonably) after receiving the Principal Change Request, a notice (**Change Notice**) setting out particulars of:

(i) the effect the proposed Change will have on:

(A) the Services (including the Services Specification);

(B) the KPIs;

(C) the Contractor's ability to perform the Services in accordance with Good Industry Practice and the provisions of this document;

(D) the Contractor's ability to achieve Completion of a Vehicle Order, that is in existence (but has not yet reached Final Completion) at the time of the Principal Change Request;

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(E) the Contractor's ability to:

(I) satisfy any warranty given by the Contractor under this document; or

(II) perform any of its other obligations under this document;

(ii) any necessary amendments to the Services Specification; and

(iii) the costing, on an open book basis, for implementing the Change, including:

(A) any necessary capital expenditure;

(B) any proposed change to the Service Fee; and

(C) any savings to the Principal the parties reasonably believe will or could result as a consequence of the proposed Change,

based, where applicable, on the contents set out in the Pricing Model.

(d) Within 15 Business Days (or such longer period as the Principal reasonably requires, having regard to the size and complexity of the proposed Change) (**Principal Decision Period**) after receiving a Change Notice, the Principal may accept or reject the Change Notice..

(e) If the Principal accepts the Change Notice:

(i) the Contractor must carry out the Change in accordance with the Change Notice; and

(ii) the costs of the Change will be paid by the Principal and the savings will be for the benefit of or paid to the Principal, as specified in the Change Notice.

(f) If the Principal rejects the Change Notice, the Principal may require that the parties consult in good faith and use best endeavours to agree on a mutually acceptable resolution to the matters set out in the Change Notice which are in dispute.

14.2 Contractor Change Proposal

(a) The Contractor may propose a Change by delivering to the Principal a written notice (**Contractor Change Proposal**) setting out:

(i) all particulars of the proposed Change, including but not limited to the matters specified in clauses 14.1(c)(i), 14.1(c)(ii) and 14.1(c)(iii);

(ii) a proposal for the basis on which any savings which accrue as a result of the Change will be shared between the Principal and the Contractor; and

(iii) the proposed timing for implementation of the Change (which date must be a reasonable time after the Change is proposed under this clause 14.2, taking into account the nature of the Change, its likely impact on the Services and the time the Principal is likely to require to consider the Contractor Change Proposal).

(b) Within 15 Business Days (or such longer period as the Principal reasonably requires, having regard to the size and complexity of the proposed Change) after receiving a Contractor Change Proposal (**Decision Period**), the Principal Representative may accept or reject the Contractor Change Proposal. If the Principal does not accept or reject the Contractor Change Proposal by the end of the Decision Period, it will be deemed to have rejected it.

(c) If the Principal accepts the Contractor Change Proposal within the Decision Period, the Contractor must carry out the Change described in the Contractor Change Proposal.

(d) If the Principal rejects the Contractor Change Proposal within the Decision Period, the Principal may require that the parties consult in good faith and use their best endeavours to agree on a mutually acceptable resolution to the matters set out in the Contractor Change Proposal which are in dispute.

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(e) If the Principal Representative does not notify the Contractor within the Decision Period whether it accepts or rejects the Contractor Change Proposal, it will be deemed to have rejected the Contractor Change Proposal.

(f) In respect of a Change the subject of a Contractor Change Proposal the costs, as specified in the agreed Contractor Change Proposal, will be borne entirely by the Contractor.

(g) The Principal is under no obligation to agree to a Contractor Change Proposal. Any failure to agree in respect of a Contractor Change Proposal or any aspect of it does not constitute a dispute between the Principal and the Contractor under this document and may not be dealt with pursuant to clause 36.

14.3 Efficiency and cost savings

(a) The Contractor must:

(i) assist the Principal to improve the processes and interfaces relating to the provision of the Services; and

(ii) make consistent efforts to improve productivity and efficiency throughout the Term,

with the aim of reducing the cost to the Principal of the Services.

(b) Throughout the Term, the Contractor must identify ways in which it may reduce the cost of providing the Services to the Principal, including as a result of improved technology, without adversely affecting the quality of the Services delivered under this document.

(c) Without limiting the Contractor's obligations in clause 14.3(a) and (b), the Contractor must provide to the Principal an Annual Improvement Plan at least 30 days prior to the end of each financial year during the Term, which must include the matters set out in clause 14.3(a) and (b) and contain a description and estimate of the costs of implementing any potential Change identified in the Annual Improvement Plan.

(d) The Principal may issue a Principal Change Request in relation to any Change identified in the Annual Improvement Plan.

14.4 Changes to Equipment

(a) The Contractor acknowledges and agrees that the Principal may from time to time during the Term determine alternate types of Equipment required for the performance of the Services.

(b) The Principal shall give the Contractor written notice of its requirement for alternate types of Equipment required for the performance of the Services which may include whether the alternate Equipment is:

(i) Contractor Supplied Equipment;

(ii) Principal Supplied Equipment; or

(iii) Third Party Installation Equipment.

(c) The parties agree that upon the issue of a written notice from the Principal under clause 14.4(b), a Principal Change Request will be deemed to have been given and clause 14.2 will apply in accordance with its terms except that the Contractor must prepare its Change Notice based on the contents (including rates and pricing) set out in the Payment Schedule and at all times on an open book basis.

14.5 New Vehicles

(a) The Contractor acknowledges and agrees that the Principal may from time to time during the Term:

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(i) conduct a review of the model and/or brand of one or more Vehicles proposed by the Principal for the purpose of the Services (**Vehicle Review**); and

(ii) determine an alternate model and/or brand of one or more Vehicles for the purpose of the Services, at its sole and absolute discretion (**New Vehicles**).

(b) Amongst the factors that may be addressed in the Vehicle Review include:

(i) issues arising from consultation between the Principal and its stakeholders;

(ii) the net costs and savings to the Principal in introducing a New Vehicle;

(iii) feedback from the Project Management Group and/or Services Co-ordination Group; and

(iv) any other matters the Principal considers relevant to the decision as to whether to introduce a New Vehicle.

(c) The Principal may, in its sole and absolute discretion, determine (and give the Contractor written notice of) the timing and method of the procurement as well as the number and type of New Vehicles proposed to be introduced into the Services.

(d) The parties agree:

(i) the Principal Representative may give the Contractor written notice under this clause 14.5 containing information in connection with the New Vehicles determined by the Principal under clause 14.5(a)(ii) (**New Vehicle Notice**); and

(ii) the Contractor will cooperate in good faith with the Principal in relation to the impact (if any) of the New Vehicle Notice on:

(A) the Services Specification;

(B) the KPIs;

(C) the Contractor's ability to:

(I) satisfy any warranty given by the Contractor under this document; or

(II) perform any of its other obligations under this document; and

(D) the Service Fee,

at all times based on the contents (including rates and pricing) set out in the Payment Schedule and at all times on an open book basis.

14.6 Design and Prototyping of Vehicles

(a) The Contractor shall, on request from the Principal, coordinate with the Principal (or its nominee) and the supplier of any proposed New Vehicle to receive an initial order of a single New Vehicle.

(b) The Contractor shall undertake all design and prototyping necessary to produce shop drawings for the fit out of the New Vehicle to the Services Specification.

(c) The Contractor shall produce and supply the Principal with all shop drawings necessary to fit out the New Vehicle to the Services Specification including all measurements and dimensions by a reasonable date nominated by the Principal.

(d) The Contractor shall provide a summary report detailing all changes from the current Vehicle model layout necessary due to the proposed change to the New Vehicle. This report will be submitted to the Principal for approval.

(e) The Contractor shall coordinate with the Principal (or its nominee) to achieve approval of the New Vehicle for the ongoing provision of Services to it.

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(f) The Contractor shall supply the Principal with the CAD drawings of the final prototype design in AutoCAD and PDF formats. Drawings shall be reissued to the Principal whenever an amendment is made to the vehicle design.

14.7 Continued compliance

In respect of every Change, the Principal and the Contractor shall (unless otherwise agreed in writing between the Contractor Representative and the Principal Representative) continue complying with their respective obligations under this document as if there was no agreed Change until the date the Change is implemented in accordance with the terms of this document.

15. Co-operation and continuous improvement

15.1 Co-operation

(a) The Contractor must cooperate with the Principal and any relevant Principal Related Party in good faith to implement the Principal's policy objectives notified in writing to the Contractor by the Principal from time to time.

(b) The Contractor must throughout the Term continuously take reasonable steps to improve:

(i) the fitness for purpose, effectiveness and specification of the Goods, and the process by which they are delivered; and by which they are delivered; and

(ii) the performance of the Services,

under this document and the manner in which it performs its obligations, including by:

(A) maintaining a level of currency, knowledge and technology that allows the Principal to take advantage of technological and processes advances;

(B) identifying and applying proven techniques and tools utilised by the Contractor or in the Contractor's industry that would benefit the Principal either operationally or financially; and

(C) implementing programs, practices and measures designed to improve the Contactor's levels of performance, including any programs, practices and measures as stated in the Services Specification;

(c) If requested by the Principal, report on the performance of its above obligations.

15.2 Alternate Products

(a) The Contractor acknowledges and agrees that in the performance of its Services, it is required to keep the Principal regularly informed of innovation and industry developments.

(b) If, from time to time during the Term, the Contractor becomes aware of, or makes available to any other third party, components similar to the Equipment, Installation Assets or methodology used in the carrying out the Services (**Alternate Product**) that:

(i) are an enhancement or upgrade from the requirements under this document;

(ii) improve on a function or purpose consistent with the Services; or

(iii) otherwise are likely to provide increased efficiencies or value for money in relation to the Services,

then the Contractor must, within 20 Business Days of such Alternate Product becoming available:

(iv) notify the Principal Representative in writing of the Alternate Product;

(v) provide the Principal Representative with all necessary information relevant to the Alternate Product (including without limitation):

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(A) full name, description, characteristics, design composition;

(B) country, source and method of manufacture; and

(C) the nature of the enhancement, improvement or efficiency and the likely impact, if any, on the Service Fee and any of the Contractor's obligations under this document; and

(vi) the Principal may, at its absolute discretion, direct the Contractor to include the Alternate Product in the Services (in which case a deemed Principal Change Request will arise and clause 14 will operate in relation to such Principal Change Request).

(c) The Contractor must not incorporate an Alternate Product into the Services unless such Alternate Product is subject to a direction from the Principal Representative under clause 15.2(b)(vi).

(d) Notwithstanding the process set out in this clause 15.2, the Principal may from time to time, in its absolute discretion, direct the Contractor to immediately include an Alternate Product into the Services and in such circumstances:

(i) the Contractor must comply with a direction under clause 15.2(d) in accordance with its terms; and

(ii) the costing will be determined in accordance with clause 14.1(c)(iii), the Payment Schedule and the contents (including rates and pricing) set out in the Payment Schedule (as applicable).

15.3 New Generation Products

(a) From time to time during the Term the Contractor may propose that the Services Specification be amended to include a New Generation Product.

(b) A New Generation Product may be proposed by the Contractor under clause 15.3(a) if:

(i) the functional specification of the New Generation Product does not materially differ from the Services Specification at the date of this document; and

(ii) the cost effectiveness of the New Generation Product is not less than the Services Specification as at the date of this document.

(c) A notice from the Contractor under clause 15.3(a) must contain, in relation to New Generation Product:

(i) the full name;

(ii) description;

(iii) characteristics (including country, source and method of manufacture);

(iv) benefits;

(v) basis for change;

(vi) evidence of compliance with Law and Codes and Standards; and

(vii) and any other information required by the Principal.

(d) The Principal Representative may, at its absolute discretion:

(i) approve the New Generation Product and direct the Contractor to commence using such New Generation Product (in which case a deemed Principal Change Request will arise and clause 16 will operate in relation to such Principal Change Request);

(ii) reject the proposal to include the New Generation Product;

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(iii) allocate the New Generation Product as 'provisional', and direct the Contractor to institute trials of the New Generation Product for a period of time and on conditions determined by the Principal; or

(iv) request further information in relation to the New Generation Product.

(e) For the avoidance of doubt, this clause 15.3 does not prevent:

(i) the Principal from delivering a Principal Change Request; or

(ii) the Contractor from delivering a Contractor Change Request,

in accordance with this document in respect of a New Generation Product where the requirements of clause 15.3(b) are not met.

15.4 Spares

(a) The Contractor must ensure there is available at all times during the Term an appropriate quantity and quality of Spares for use in connection with the Services so as not to adversely affect:

(i) each Vehicle Order reaching Final Completion by its Date for Final Completion;

(ii) the Principal's rights under this document; or

(iii) otherwise the continuity of the Services.

(b) The Contractor must maintain, protect and preserve all Spares in proper working order and condition and in good repair in accordance with:

(i) any requirement of the Services Specification or the Spare; and

(ii) Good Industry Practice.

(c) The obligation in clause 15.4(b) includes the obligation to replace a Spare with:

(i) equivalent Spares required in connection with an Alternate Product or New Generation Product; and

(ii) otherwise an equivalent or better quality Spare as soon as practicable after that Spare ceases to be part of the stock of Spares available to the Contractor.

15.5 Other Fleet Contractors

(a) The Contractor acknowledges that the Principal's procurement model for the Services includes other contracts between the Principal and Other Fleet Contractors in relation to services similar to the Services under this document.

(b) Without limitation to any other provision under this document, the Contractor must at all times fully co-operate with Other Fleet Contractors and do everything necessary to:

(i) facilitate the execution of the services by Other Fleet Contractors;

(ii) ensure effective coordination of the Services with those services being performed by Other Fleet Contractors; and

(iii) perform the Services so as to minimise any interference, disruption or delay to the services being performed by Other Fleet Contractors or to the Principal.

(c) The Contractor acknowledges it will have no Claim against the Principal or any Principal Related Party in connection with its obligations under this document in relation to Other Fleet Contractors.

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16. Open book

16.1 The Principal may conduct audits or review

(a) The Principal and any person authorised by the Principal (including its external and internal auditors or other representatives) may audit the Contractor's documents, books and records (including accounts) however kept to the extent they directly relate to the Services, the Cost of performing the Services, the Payment Schedule and fees charged by the Contractor in respect of the Services and any other books or records to the extent they directly relate to this document on dates nominated by the Principal after not less than five Business Days' notice.

(b) The Contractor must promptly, and in any event, within 3 Business Days, provide the Principal with access to all of its documents, books, records (including accounts) and to any Personnel to the extent they relate to this document or the performance of the Services, to allow the Principal or any person authorised by the Principal to conduct an audit or review in accordance with this clause 16.1.

(c) The Contractor must cooperate with the Principal and must provide the Principal with every reasonable facility and other assistance necessary for any audit or review by the Principal or a third party under this clause 16.1.

16.2 Access to Equipment and Employees

(a) The Contractor agrees that the Principal and any such person authorised by the Principal (including its internal and external auditors) will be entitled to reasonable access to the Sites, Installation Assets and Personnel to audit or review the Contractor's compliance with its obligations under this document.

(b) The Contractor must cooperate with the Principal and must provide the Principal with every reasonable facility and other assistance necessary for any inspection or review by the Principal or a third party under this clause 16.2.

(c) If, at any time, the Principal notifies the Contractor that any Personnel ceases to satisfy the Principal's probity requirements, the Contractor must ensure that each such person ceases to be involved in the provision of the Services.

(d) The Contractor must:

(i) notify the Principal Representative in writing promptly after becoming aware that a Key Person will cease to be employed or engaged by the Contractor and the date that such cessation will take effect; and

(ii) submit for the Principal Representative's approval (which must not be unreasonably withheld) any proposed replacement to an outgoing Key Person and the parties agree that it will be reasonable for the Principal Representative to withhold its approval if the proposed replacement to an outgoing Key Person does not have the equivalent experience in the Services.

(e) The Contractor:

(i) must provide to the Principal such information as the Principal may request about any person that the Contractor proposes to employ or engage to provide the Services (**Prospective Employee**);

(ii) acknowledges that the Principal (or its agent) may carry out criminal record checks in respect of any Prospective Employee and must notify the Prospective Employee of such; and

(iii) must not engage a Prospective Employee without the prior written consent of the Principal.

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16.3 Cost of audits

(a) The costs associated with an audit, review or inspection are to be borne by the Principal or otherwise in accordance with this clause 16.3.

(b) If as a result of inspection, observance or audit conducted pursuant to this clause 16 the Principal, acting reasonably, is of the opinion that:

(i) a Site or any Installation Equipment does not comply with the Services Specification applicable to it or is otherwise not in accordance with this document;

(ii) a Vehicle or any Equipment is in an unsafe or materially unsatisfactory condition, or is not being stored or handled in accordance with this document; or

(iii) the Services are not being carried out materially in accordance with this document,

the Contractor must:

(iv) reimburse the Principal for the costs incurred by the Principal in performing the inspection, observance or audit; and

(v) at its expense and upon receipt of written notice from the Principal to that effect, promptly modify, repair or otherwise put the relevant Site or Installation Equipment in the required condition and/or modify or remedy the non-compliance in respect of the Vehicle, Equipment or Services (as the case may be) to the reasonable satisfaction of the Principal Representative.

(c) If the inspection or audit undertaken pursuant to this clause 16.3 reveals that information previously supplied to the Principal was in any material respect inaccurate, the costs of the inspection must be borne by the Contractor.

17. Records, reports and notification

17.1 Records

(a) The Contractor must maintain comprehensive and accurate records of the type and in the form agreed with the Principal in respect of the Vehicles and the Services and in accordance with the Services Specification, this document and any other reasonable request made by the Principal from time to time.

(b) Without limiting clause 17.1(a), the Contractor must keep records and accounts which relate only to the Services and which are separate from the financial and planning records and accounts of its other operations.

(c) The Contractor must maintain any records referred to in clause 17.1(a) and (b) for at least seven years after their creation. Any such records maintained by the Contractor in electronic form must be capable of being accessed by the Principal in electronic form or hard copy throughout that period, including after the end of the Term.

(d) The Contractor will be responsible for the accuracy of all records and other documentation generated by the Contractor.

17.2 Reports

(a) The Contractor must provide the Principal with the Reports in a form and with content reasonably requested by the Principal in accordance with this document, the Services Specification and the Payment Schedule.

(b) The Contractor must provide the Principal with all other one-off or ad hoc reports as reasonably requested by the Principal from time to time.

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17.3 Financial reporting

(a) The Contractor must maintain those financial and financial planning records that would ordinarily be maintained by a skilled and experienced provider of services comparable to the size, scope and complexity of the Services.

(b) Each of the documents to be provided to the Principal in accordance with this clause 17.3 must be accompanied by a certificate signed by two authorised officers of the Contractor certifying that the information provided is accurate, complete and correct in all respects.

(c) The Contractor must prepare (or procure the preparation of) the accounts and financial statements required under this clause 17.3 in compliance with Law and, without limitation, the Accounting Standards, or otherwise as required by the Principal.

17.4 Other notification obligations

The Contractor must inform the Principal as soon as practicable of any material change or material issues (whether proposed, anticipated or that have occurred) affecting or which are reasonably likely to affect the Services, including:

(a) any litigation or other dispute which may have a material effect on the Contractor, its provision of the Services or a Site;

(b) subject to the Contractor's compliance with its disclosure obligations under any applicable stock exchange, any material change in, or restructuring of, the capitalisation or financing of the Contractor;

(c) any fact, matter or circumstance of which it becomes aware that may prejudice its ability to perform its obligations under this document or its ability to perform the Services;

(d) any actual or proposed investigation or inquiry by a Governmental Agency into it or any aspect of the Services;

(e) any occurrence in consequence of which a Site has or may become damaged beyond economic repair; or

(f) actual or proposed revocation of, or imposition of conditions on, the Contractor's Consents,

and must provide sufficient details with that notice and outline any steps taken, or proposed to be taken, by the Contractor to overcome or mitigate the effect of the fact, matter or circumstance giving rise to the material change or material issue.

18. Performance reviews

18.1 Annual reviews

(a) The Principal and the Contractor will conduct a performance review annually in accordance with the Services Specification with a view to:

(i) increasing efficiency and reliability in the provision of the Services;

(ii) identifying and remedying issues which reduce efficiency and reliability in the provision of the Services;

(iii) non-compliance by the Contractor with any Law, Consent or Policy;

(iv) reviewing KPI performance; and

(v) discussing any other matter regarding the document or the Services, provided that the party wishing to discuss any other matters gives the other party at least 30 days' notice of the matters to be discussed.

(b) Action plans for the resolution of issues will be mutually agreed, developed and initiated by the parties and the parties agree to act in good faith to achieve this purpose.

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18.2 Contractor obligations – information and access

(a) The Contractor must ensure that the Contractor Representative and any other Personnel requested by the Principal to attend, attends any meetings which are convened in connection with a review under this clause 18.

(b) Without limiting any other provision of this document, the Contractor must:

(i) promptly supply to the Principal such information with respect to the Services as the Principal may from time to time reasonably require, including the records reasonably necessary to conduct a Quarterly review in accordance with clause 18.1; and

(ii) ensure access to all information that the Principal may require, in the form required by the Principal, for the purpose of monitoring compliance by the Contractor with its obligations under this document.

(c) The Contractor must:

(i) ensure that the Principal (and any person authorised by the Principal) has access to any information, documents or material that is maintained by a third party (including a Contractor Related Party); and

(ii) the Principal is entitled to have access to, and to make and have copies of, each document prepared by the Contractor under, or entered into by the Contractor or a Contractor Related Party in connection with, this document; and ensure that any contractual arrangements between the Contractor or a Contractor Related Party and any third party acknowledges the Principal's rights of access under this paragraph (ii).

19. Subcontracting

19.1 Subcontracting

(a) The Contractor must not subcontract any part or component of the Services except in accordance with this clause 19.

(b) The Contractor must:

(i) not enter into any Key Subcontract without the prior written consent of the Principal which may be withheld or given (or given subject to such conditions that the Principal considers appropriate) in the Principal's sole discretion; and

(ii) notify the Principal, giving full details to the Principal's reasonable satisfaction, prior to subcontracting any other part of the Services.

(c) The Contractor must:

(i) supply to the Principal any information reasonably requested by the Principal to enable the Principal to determine whether to give its consent under clause 19.1(b)(i) to the proposed Key Subcontractor; and

(ii) notify all proposed subcontractors that the Principal may carry out criminal record checks in respect of the proposed subcontractor and its officers and employees.

(d) The Contractor is not relieved of any of its Liabilities or obligations under this document as a result of any subcontracting of the Services, and the Contractor is at all times responsible for the performance of all Subcontractors.

19.2 Key Subcontracts

(a) The Contractor must provide to the Principal:

(i) a copy of each Key Subcontract proposed to be entered into; and

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(ii) promptly after it is executed by all parties, a certified copy of the executed Key Subcontract.

(b) The Contractor must:

(i) ensure that no Key Subcontract is entered into unless first approved in writing by the Principal;

(ii) not without the prior written consent of the Principal, permit any variation or amendment to, departure from, termination or assignment of a Key Subcontract; and

(iii) give the Principal Representative notice of the termination or material amendment of a Key Subcontract immediately upon the Contractor becoming aware of such termination or amendment.

19.3 Subcontracting obligations

The Contractor must:

(a) (**all Subcontracts**):

(i) comply with its obligations under and enforce the terms of any Subcontract;

(ii) ensure that the relevant Subcontractor complies with the obligations imposed on the Subcontractor under the Subcontract to which it is a party;

(iii) obtain and ensure that the Principal has the benefit of warranties and guarantees offered by Subcontractors and as with respect to any part of the Services;

(iv) ensure that each Subcontract:

(A) permits the Contractor to terminate the Subcontract by notice to the Subcontractor without compensation (except in respect of works or services performed under the Subcontract and materials purchased by the Subcontractor prior to the date of termination);

(B) requires the proposed subcontractor to provide all necessary assistance and documentation to the Principal to enable the Principal to investigate, assess and determine the cause of any Loss to a Vehicle, a Completed Vehicle or Principal Supplied Equipment;

(C) requires the proposed subcontractor to comply with Modern Slavery Laws and to notify the Principal if it becomes aware of any breach of any Modern Slavery Laws; and

(D) prohibits the Subcontractor from subcontracting its obligations under the Subcontract; and

(b) (**Subcontractor employer obligations**) ensure that each Subcontractor is aware of, and complies with, its obligations in respect of industrial relations and employment Laws and the Modern Slavery Law; and

(c) (**no payment by Principal**) ensure that the Principal has no liability under any Subcontract or at Law to any Subcontractor.

19.4 Ability to perform obligations

The Contractor must ensure that each Subcontractor is reputable and has, or has access to, sufficient experience, expertise and ability to perform its obligations to the standards required by this document.

19.5 Insurance

The Contractor must ensure that each Subcontractor:

(a) has and maintains, workers' compensation insurance; and

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(b) has and maintains public liability insurance and professional indemnity insurance,

as required under clause 24 to the extent, and for insured amounts, applicable to the relevant Services.

19.6 Civil Liability Act

The Contractor agrees that in any Subcontract it enters into in connection with the Services will include provisions that, to the extent permitted by Law, effectively exclude the operation of Part 4 of the *Civil Liability Act 2002* (NSW) in relation to all rights, obligations or liabilities arising under or in relation to that subcontract howsoever such rights, obligations or liabilities are sought to be enforced.

20. Employment in connection with the Services generally

20.1 Responsibility for workforce and industrial relations matters

(a) Subject to this clause 20, the Contractor is solely responsible for the management of:

(i) all matters relating to the employment and engagement of Personnel and Subcontractors (including industrial relations matters); and

(ii) all matters relating to WHS Legislation in connection with the delivery of the Services,

(**Workforce Matters**).

(b) The Contractor must ensure that all Personnel and Subcontractors are paid all amounts, and receive all benefits, including but not limited to remuneration, allowances, performance payments, incentive payments, superannuation contributions, annual leave, personal/carer's leave, long service leave, overtime and penalty rates and provision of accommodation and sustenance, to which they are, or become, entitled.

(c) Without limitation, the Contractor must keep the Principal informed of all Workforce Matters that may affect the ability of the Contractor to perform its obligations under this document, and promptly provide any relevant information to the Principal.

(d) In the event of an actual or threatened industrial dispute, ban, limitation of work or denial of facilities or services involving any Personnel, the Contractor will:

(i) immediately advise the Principal and continue to keep the Principal advised throughout the course of the ban, limitation, denial or dispute;

(ii) take all such reasonable actions as are necessary or required to bring the dispute to an end in the shortest practicable time;

(iii) take all lawful action to ensure that Personnel conform to the provision of any dispute settling procedures provided for in any industrial award appropriate to employees of the Contractor; and

(iv) to the extent lawful and practicable, continue to carry out work and services under this document whilst appropriate steps are put in place to resolve the dispute.

(e) The Contractor agrees to provide all assistance required by the Principal Representative in relation to industrial relation matters (including communications between the Principal and any union).

20.2 Contractor's obligations in respect of all Personnel

(a) The Contractor must ensure that, at all times, all Personnel:

(i) are properly authorised, qualified, accredited (including, where applicable, registered), skilled, trained and experienced to discharge their duties;

(ii) are fit to carry out their duties;

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(iii) comply with applicable Laws;

(iv) comply with any directions of the Principal given under this document; and

(v) act in good faith in the discharge of their duties.

(b) The Contractor must provide Personnel with a formal induction and staff handbooks, which include appropriate policies dealing with equal employment opportunity, discrimination, harassment, bullying and work health and safety issues.

20.3 Work Health and Safety

(a) The Contractor must perform the Services, and must ensure that all Personnel perform the Services:

(i) safely and in a manner that, so far as it is reasonably practicable, does not put at risk the health and safety of persons; and

(ii) in a manner that protects property.

(b) If the Principal Representative reasonably considers that there is a risk to the health and safety of Personnel or of damage to property arising from the performance of the Services, the Principal Representative may direct the Contractor to change the manner in which it provides the Services or to cease providing the Services until the risk is no longer present.

(c) The Contractor must:

(i) in performing the Services:

(A) ensure that it complies with all Laws and other requirements of this document in respect of work, health, safety and rehabilitation management;

(B) require all Subcontractors to comply with their obligations referred to in this document and under the WHS Legislation; and

(C) ensure that it complies with its obligation under the WHS Legislation to consult, cooperate and coordinate activities with all other persons who have a work, health and safety duty in relation to the same matter;

(ii) institute systems to obtain regular written assurances from all Subcontractors about their ongoing compliance with WHS Legislation including the due diligence obligations contained therein;

(iii) ensure that it does not do anything or fail to do anything that would cause any Indemnified Party to be in breach of the WHS Legislation; and

(iv) use best endeavours to require that each Subcontract includes provisions equivalent to this clause 20.3.

20.4 Independent contractors

(a) The Contractor and all Subcontractors are independent contractors and nothing contained in this document will be construed as constituting any relationship with the Indemnified Parties other than, with respect to the Contractor and the Principal, that of principal and independent contractor, nor will it be construed as creating any relationship whatsoever between any Indemnified Party and any Subcontractor or other Personnel.

(b) Neither the Contractor nor any Subcontractor, nor any of their respective employees, are or will be deemed, by virtue of this document or any Subcontract, to be employees of any Indemnified Party.

(c) The Contractor indemnifies, and must procure that any Subcontractor indemnifies, and at all times holds the Indemnified Parties fully and effectively harmless, in each case on

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demand, against any Loss or Claim arising directly or indirectly out of or in connection with any claim that any Indemnified Party is the employer of the Personnel.

(d) Without limiting clauses 20.4(a), 20.4(b) or 20.4(c), the Contractor is responsible for, and must procure that any Subcontractor is responsible for:

(i) remuneration and benefits, including performance payments, incentive payments, superannuation contributions, annual leave, personal/carer's leave, long service leave, overtime and penalty rates and provision of accommodation and sustenance;

(ii) group tax, payroll tax, fringe benefits tax, superannuation guarantee charges and other imposts or levies imposed by Law; and

(iii) any payment upon termination of service,

payable to, or in respect of, Personnel.

20.5 No Claims as a result of changes in terms of employment

Any Liability of the Contractor arising from any change in terms of employment of any Personnel arising from any cause must be satisfied by the Contractor at its own cost.

20.6 No Claims as a result of Workforce Matters

(a) Except as expressly provided in this document, the Contractor is responsible for any Loss it incurs or delay or disruption it suffers arising out of, or in connection with, any Workforce Matter.

(b) The Contractor has a continuing obligation to inform itself of and manage:

(i) all Workforce Matters relevant to the provision of the Services and the Sites; and

(ii) all matters relevant to the Personnel.

21. IM&T

21.1 Systems

The Contractor must:

(a) provide and maintain at its sole cost the Contractor IM&T System and any other technology services, systems, licensed software, output, item or thing in order to provide the Services;

(b) observe all communications protocols established by the Principal in relation to the Contractor IM&T System;

(c) at all times meet or exceed the service levels as set out in the Services Specification or Contractor IM&T Requirements;

(d) comply with the Contractor IM&T Requirements as they are updated or amended by the Principal (acting reasonably) from time to time, taking into account (among other things) state-wide requirements of the Principal requirements and relevant technological advances and upgrades.

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21.2 Warranties

Without limiting any other warranties under this document, the Contractor warrants that:

(a) the Contractor IM&T System, and any other system, software, item or thing provided by the Contractor under this document:

(i) are, to the best of its knowledge and endeavours, free from material defects and conform with relevant specifications;

(ii) are interoperable with the Principal IM&T System; and

(iii) are free from viruses or other codes which may corrupt or damage the Principal's data or the Principal IM&T System.

(b) the Services, communication protocols and other information technology services will be performed:

(i) in a proper and professional manner;

(ii) with all due care, skill and diligence; and

(iii) at least to the standard of a leader in the provision of services similar to the Services.

(c) use of, and access to, the Contractor IM&T System, and receipt of the Services performed by the Contractor, do not infringe, directly or indirectly, the Intellectual Property Rights of any other person.

21.3 Access to the Principal IM&T System

(a) The Principal will provide the Contractor with restricted virtual private network access to the Principal IM&T System and data, including any software licensed to the Principal (subject to any licence restrictions to which the Principal is subject), in the specific situations agreed in writing by the parties.

(b) In accessing the Principal IM&T System, the Contractor must:

(i) comply with all the Principal policies and procedures concerning security, access and use of its systems and data; and

(ii) co-operate with the Principal and the licensor of any software licensed to the Principal in the enforcement of the obligations in clause 21.3(b) against any Personnel of the Contactor or third party.

(c) The Principal will not provide the Contractor or any Personnel with the right to:

(i) remove or alter any copyright or confidentiality label or notice contained in any software licensed to the Principal; or

(ii) disassemble, decompile, reverse engineer, duplicate or reproduce any software licensed to the Principal.

(d) The Contractor must develop, establish and maintain a data transfer system between the Contractor IM&T System and the Principal IM&T System in accordance with the Contractor IM&T Requirements. It is contemplated that this data transfer will enable;

(i) the Contractor IM&T System to receive information from, and transmit information to, the Principal IM&T System; and

(ii) the Principal IM&T System to receive information from, and transmit information to, the Contractor IM&T System.

(e) Any subsequent changes required for data transfer will be the responsibility and at the cost of the party initiating the change, including full funding of the development and testing.

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21.4 Project Data

The Contractor acknowledges and agrees that:

(a) all data in the Principal IM&T System;

(b) any other data in respect of the Services (including Performance Data); and

(c) any data which is transmitted between the Contractor IM&T System and the Principal IM&T System,

(together the **Project Data**) are at all times the property of the Principal.

22. Intellectual Property Rights

22.1 Contractor IP

(a) Subject to this clause 22, the Contractor must have and maintain:

(i) all appropriate licences of, or title to, all Intellectual Property Rights that are required by it for the purpose of performing its obligations under this document; and

(ii) the authority to assign or license (as the case may be) all Intellectual Property Rights assigned or licensed to the Principal as required under this document.

(b) The Contractor warrants that the performance of the Services will not infringe any rights, including any Intellectual Property Rights or Moral Rights, of any person and to the extent that individuals are entitled to assert any Moral Rights, the Contractor must procure that each of these individuals provide all necessary consents and waivers in writing authorising the Principal to do any act, or omit to act in any way, that would otherwise infringe the Moral Rights of those individuals.

22.2 Ownership of IP

(a) The Principal retains ownership of the Background IP and nothing in this document shall have the effect of transferring or assigning any Background IP to the Contractor.

(b) The Contractor may not use Background IP except as licensed as expressly set out in clause 22.3(a).

(c) Unless otherwise specified in this document, the Principal will own all Intellectual Property Rights in the Project IP, and the Contractor:

(i) assigns to the Principal, and must ensure that each of the Contractor Related Parties assigns to the Principal all rights, title and interest in all Project IP;

(ii) must do all things necessary (including executing any required documents) to ensure that all rights, title and interest in the Project IP passes to the Principal upon its creation; and

(iii) at the expiry of the Term, earlier termination of this document, or at such other time as the Principal may require, the Contractor must fully and promptly disclose to the Principal all Project IP and deliver all materials required for repairing, operating, maintaining, modifying, servicing, developing and using the Project IP.

22.3 Licence of IP

(a) The Principal grants to the Contractor a royalty-free, exclusive, revocable, non-transferable licence to use the Background IP for the sole purpose of providing the Services during the Term.

(b) The Contractor grants to the Principal a perpetual, world-wide, non-exclusive, transferable, royalty free, irrevocable licence (with the right to sub-licence to third parties)

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to use, reproduce, modify, adapt and communicate the Relevant Contractor IP for the purposes of:

(i) performing its obligations under this document;

(ii) the Principal obtaining the full benefit of the Services;

(iii) the Principal Representative's management of the Services and administration of the activities of the Contractor under this document;

(iv) the provision of the Services or in respect of any other project involving the tendering of or provision of the Services or services similar to the Services by the Principal or any Principal Related Party, or any third party engaged by the Principal;

(v) enabling or facilitating the interoperation or linkage (if any) of the Services or any part of the Services with any separate component or system managed by or behalf of the Principal; and

(vi) use and enjoyment of the Vehicles including operating, maintaining, servicing, repairing, modifying, developing and disposing the Vehicles.

(c) To the extent that the Contractor makes use or intends to make use of third party owned Intellectual Property Rights in connection with the Services, the Contractor must ensure that prior to commencing such use, that it will grant the Principal a licence to that Intellectual Property Rights if required by the Principal on the terms stated in clause 22.3(b) or on such other terms as may be reasonably required by the Principal.

(d) The Contractor must:

(i) maintain and keep secure all Background IP licenced to it under clause 22.3(a) and must not do or cause to be done anything which may prejudice the Principal's rights, title and interest in the Background IP;

(ii) ensure that the Background IP is only used, copied, supplied or reproduced solely and directly for the purposes contemplated under this document;

(iii) take all necessary steps to ensure that after the Term the Principal is able to deal with, and disclose to any third party, the Background IP; and

(iv) indemnify and hold harmless the Principal (or nominee of the Principal) against all Losses arising out of or in connection with:

(A) the Contractor's use of the Background IP;

(B) such person's use of the Relevant Contractor IP in a manner contemplated by this clause 22 infringing any third party rights in the Intellectual Property Rights; and

(C) the Contractor not having the right to grant the Principal a licence in the terms stated in clause 22.3(c).

22.4 Contractor obligations

The Contractor:

(a) warrants that the Principal's use of the Relevant Contractor IP, Project IP or other Intellectual Property Rights will not infringe any author's Moral Rights under the *Copyright Act 1968* (Cth) or similar legislation in any jurisdiction; and

(b) must indemnify the Principal against any claims against, or costs, expenses, losses or damages suffered or incurred by the Principal arising out of, or in any way in connection with, any actual or alleged infringement of any author's Moral Rights under the *Copyright Act 1968* (Cth) or similar legislation in any jurisdiction in connection with the Services, the Vehicles, the Relevant Contractor IP or the Project IP.

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23. Indemnities

23.1 Contractor's indemnity

Subject to clauses 23.2 and 23.3, the Contractor indemnifies, and must keep indemnified, the Principal and the Principal Related Parties (**Indemnified Parties**) from and against:

(a) any Claim or Loss in respect of:

(i) death, disease, illness or injury to any person;

(ii) damage to, or the destruction of, a Site;

(iii) loss of or damage to property (including property belonging to an Indemnified Party or for which it is responsible); or

(iv) third party suits, claims, actions, demands, proceedings, penalties, costs, charges or expenses (including any Claim or Loss in respect of a suit, claim, action or proceeding initiated by an Indemnified Party),

which may arise out of, or in consequence of:

(v) performance of the Services by the Contractor or a Contractor Related Party, or the performance or non-performance by the Contractor of its obligations under this document; or

(vi) the condition of the Vehicles, the Equipment, the Installation Assets or the Sites;

(b) any Claim or Loss suffered by or incurred in connection with any:

(i) breach or failure to comply with the terms of this document by the Contractor or any Contractor Related Party;

(ii) negligent, or unlawful acts or omissions or wilful misconduct by the Contractor or any Contractor Related Party; or

(iii) any Claim or Loss suffered or incurred by an Indemnified Party arising out of or in connection with the Personnel; and

(c) any loss of, or damage to, Equipment or Vehicles while in the possession, control or risk of the Contractor pursuant to this document.

Without limiting this clause 23.1, and to the extent permitted by law, if an Indemnified Party incurs any Loss, expense (including any fines or penalties) or damage pursuant to the provisions of the WHS Legislation arising in connection with the provision of the Services or any matter related to the performance of the Contractor's obligations under this document, the Contractor will reimburse (on demand) that Indemnified Party for any such Loss, expense (including any fines or penalties) or damage.

23.2 Contractor not liable

(a) The Contractor will not be obliged to indemnify the Indemnified Parties under this document for any Claim, Loss or Liability to the extent only that the Claim, Loss or Liability is:

(i) caused or contributed to by unlawful acts or omissions or wilful misconduct of any Indemnified Party, where such Claim, Loss or Liability did not occur as a result of a failure by the Contractor to perform the Services or perform its other obligations in accordance with this document;

(ii) caused or contributed to by a breach by the Principal of its express obligations under this document; or

(iii) caused or contributed to by any fraudulent act or omission of any Indemnified Party.

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(b) This clause 23.2 does not limit the Contractor's rights under this document with respect to a Force Majeure Event.

23.3 Exclusion of indirect or consequential loss

(a) Despite any other provision of this document, no Indemnified Party is liable to make any payment to the Contractor, and the Contractor will have no claim against an Indemnified Party, in respect of any Indirect or Consequential loss.

(b) Despite any other provision of this document, the Contractor is not liable to make any payment to an Indemnified Party and no Indemnified Party will have any claim against the Contractor, in respect of any Indirect or Consequential loss incurred or sustained by an Indemnified Party, except to the extent that the Contractor:

(i) is entitled to insurance proceeds under an insurance policy (including but not limited to an insurance policy required to be taken out and maintained under this document); or

(ii) should have been entitled to insurance proceeds under an insurance policy but for:

(A) the Contractor's failure to take out or maintain any insurance policy as required under this document (and for the avoidance of doubt in the operation of this provision, the Contractor is not expressly required by this document to take out or maintain any insurance for Indirect or Consequential Loss); or

(B) any other act or omission of the Contractor,

arising in each case as a result of any act, omission, default, breach or negligence of the Contractor or any Contractor Related Party.

23.4 Release

The Contractor releases (to the full extent permitted by law) and must procure that each of its Contractor Related Parties releases, the Principal and each Principal Related Party from all Losses which arise from the Contractor performing the Services and the other obligations provided for, or contemplated by, this document, except to the extent of where a breach or negligence of the Principal or a Principal Related Party has caused or contributed to such Losses.

24. Insurance

24.1 General obligation

The Contractor must maintain those insurances that would ordinarily be maintained by a skilled and experienced person performing services comparable to the size, scope and complexity of the Services.

24.2 Policies required

(a) Without limiting clause 24.1, the Contractor must in its own name maintain or be covered by (as the case may be) the following insurances at all times during the Term:

(i) public and property liability insurance in respect of legal liability arising out of the use and occupancy and business carried on, at or from a Site by the Contractor and Personnel in the performance of the Services in an amount at least [redacted] for each and every occurrence which names the Principal as an additional insured in respect of any vicarious liability which arises from acts or omissions of the Contractor;

(ii) workers' compensation insurance as required by law in respect of employees employed by it in the performance of the Services;

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(iii) in respect of the Vehicles and the Principal Supplied Equipment, comprehensive insurance covering each Vehicle and the Principal Supplied Equipment for:

(A) loss or damage;

(B) third party property loss or damage, provided that the limit of liability under the third party property section of the policy shall be not less than [redacted] for each and every occurrence; and

(C) third party bodily injury, illness or death caused by the use of any unregistered plant or vehicles and any registered plant or vehicles not required to be insured under compulsory third party insurance,

while in the possession or control of the Contractor;

(iv) professional indemnity insurance covering all liability for any loss or Claim arising out of any act, error or omission by the Contractor or its Subcontractors arising from or in connection with this document with a limit of liability of not less than [redacted] for each claim and in the aggregate for all claims for each 12 month policy period; and

(v) industrial special risk in an amount of not less than [redacted] for each occurrence, and an amount of not less than [redacted] for each occurrence for goods in transit, which names the Principal as an additional insured in respect of Principal Supplied Equipment and Vehicles in the possession or control of the Contractor.

24.3 Insurance requirements

(a) The Contractor must maintain insurance cover with an insurer with the Required Rating or better.

(b) At the request of the Principal, the Contractor must provide the Principal with a list of all policies of insurance required by this document and with a certificate of currency in a form satisfactory to the Principal (acting reasonably) for each policy.

(c) During the Term, the Contractor shall promptly provide to the Principal evidence of renewal of each policy required under clause 24.1 and, on the request of the Principal, provide copies of receipts for payment of premiums in respect of the current policies or other evidence of the currency of the policies.

(d) Nothing in this clause 24.3 shall limit in any way the liability of the Contractor to effect and maintain the insurances in accordance with this clause 24.

24.4 Subcontractors

The Contractor shall ensure either that:

(a) the policies of insurance required under clause 24.1 provide cover for Subcontractors; or

(b) its Subcontractors effect and maintain policies of insurance which meet the requirements of this clause 24 to the extent, and for insured amounts, applicable to the relevant subcontracted Services (provided that the insured amount and coverage shall not be less than that specified in this clause 24).

24.5 Cancellation or Change

The Contractor shall notify the Principal within 2 Business Days of receipt of any written notice from an insurer notifying the Contractor of any change to or cancellation of the policy before it is effected.

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24.6 Claims

If any event occurs which may give rise to a claim involving the Principal under any insurances effected pursuant to clause 24.1, the Contractor shall notify the Principal within 14 days and shall ensure the Principal is kept fully informed of any subsequent action and developments concerning the claim.

24.7 Deductibles

The Contractor shall bear the cost of any excesses or deductibles under the policies of insurance.

24.8 Indemnity

Subject to clause 23, the Contractor shall indemnify and keep indemnified the Indemnified Parties against any legal proceedings of any description and any Loss suffered by the Indemnified Parties directly or indirectly as a result of failure by the Contractor to comply with its obligations under this document or which may otherwise affect the Principal's position as an additional insured or an additional insured as described in clause 24.2. Any insurance which the Contractor fails to effect under this document may be effected by the Principal and, without prejudice to its other rights and remedies, any relevant premium costs and expenses may be deducted by the Principal from any amount due and payable to the Contractor.

24.9 Full benefit

(a) The Contractor shall, in the event of any Loss, injury, damage or claim, do all things necessary to obtain the full benefit of the insurances effected pursuant to this document and shall give the insurer prompt written notice of any Loss or claim within the knowledge of the Contractor. The Contractor shall not do or omit to do anything which may provide grounds for an insurer to refuse, or reduce its liability for, payment of any claim made under any policy or which may otherwise prejudice the interests of any party named as an insured therein and indemnifies the Principal against any Loss the Principal may suffer as a result of doing or omitting to do any such thing.

(b) Neither failure to comply nor full compliance by the Contractor with this clause 24 will limit or relieve the Contractor of its liabilities and obligations under any other term of this document.

24.10 Risk of Loss or damage

Except as expressly provided in this document, the Contractor is responsible for the care of, and bears the risk of Loss, damage or destruction of a Vehicle, the Installation Assets, the Equipment, or any other property in relation to the provision of the Services, and must indemnify the Principal against such Loss, damage or destruction, including the risk of any destruction, Loss or damage caused by any person except to the extent that the destruction, Loss or damage is the direct result of:

(a) a fraudulent or unlawful act or omission of the Principal or any the Principal Related Party; or

(b) a breach by the Principal of this document.

24.11 Repair or reinstatement

(a) If the Contractor becomes entitled to claim under any insurance policy as the result of any loss of, damage to or destruction of a Vehicle, any Equipment, any Installation Asset and any other property, the Contractor must, diligently pursue such claim and keep the Principal notified of its progress in pursuing that claim.

(b) Unless the Principal agrees otherwise in writing, the Contractor must apply the proceeds of any claim referred to in clause 24.11(a) to the replacement of any lost or damaged Vehicle or Equipment as the case may be.

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(c) The Contractor must keep the Principal fully informed of the progress of the replacement activities.

25. Fees

25.1 Service Fee

In consideration of the performance of the Services and other obligations under this document, the Principal will pay the Service Fee to the Contractor in accordance with the Payment Schedule and this clause 25.

25.1A Minimum Vehicle Guarantee Notice

(a) The Principal may from time to time, and in its sole and absolute discretion, issue to the Contractor a Minimum Vehicle Guarantee Notice in accordance with this clause 25.1A.

(b) A Minimum Vehicle Guarantee Notice:

(i) may be issued by the Principal Representative to the Contractor Representative no later than 30 Business Days prior to the commencement of a Financial Year or a Financial Half Year, in respect of that relevant period; and

(ii) must specify the minimum number of Vehicles intended to be the subject of Vehicle Orders and / or Decommission Requests in the forthcoming Financial Year or Financial Half Year, as applicable.

25.1B End of Financial Year Minimum Vehicle Guarantee Notice reconciliation

(a) Where a Minimum Vehicle Guarantee Notice has been issued in accordance with clause 25.1A, the Contractor must submit a written notice to the Principal Representative within 20 Business Days of the end of the Financial Year or Financial Half Year (as applicable) in which a Minimum Vehicle Guarantee Notice has been issued (with all necessary evidence and any other information reasonably requested by the Principal Representative) confirming:

(i) the total number of actual Vehicles the subject of Vehicle Orders and / or Decommission Requests (as applicable) issued by the Principal in respect of that Financial Year or Financial Half Year, as applicable;

(ii) the number of Vehicles the subject of Vehicle Orders and / or Decommission Requests (as applicable) specified by the Principal Representative in the relevant Minimum Vehicle Guarantee Notice; and

(iii) the difference, if any, between the number of Vehicles contemplated in paragraphs (a)(i) and (a)(ii) above.

(b) During a Financial Year or Financial Half Year, as applicable, where a Minimum Vehicle Guarantee Notice has been issued, payment for all Vehicles the subject of Vehicle Orders and / or Decommission Requests in the relevant period will be determined in accordance with section 2.7(b)(i) of the Payment Schedule.

(c) Without limiting clause 25.1B(b), if the number of Vehicles set out in a written notice from the Contractor under clause 25.1B(a)(i) is less than the number of Vehicles set out in a written notice from the Contractor under clause 25.1B(a)(ii) (**Vehicle Shortfall**), then the Principal must pay the Contractor in accordance with section 2.7(b)(iii) of the Payment Schedule.

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25.2 Payment

(a) The Contractor must promptly invoice the Principal in accordance with the Payment Schedule for the Service Fee payable under clause 25.1 or as adjusted in accordance with this document.

(b) Each invoice must be prepared and provided to the Principal no later than the applicable date stated in the Payment Schedule and must:

(i) be a valid Tax Invoice;

(ii) otherwise be in such format as may be reasonably required by the Principal;

(iii) show or be accompanied by a report that shows a detailed breakdown of the amount claimed;

(iv) include such other evidence of the amounts claimed as reasonably required by the Principal; and

(v) include a reconciliation of the volumes invoiced to the Principal with the volumes reflected for the corresponding period.

(c) Invoices must be paid by the Principal within 30 days of receipt of a valid Tax Invoice which complies with this clause 25.2.

(d) If any annual rebate is payable by the Contractor in accordance with the Payment Schedule, the rebate must be paid by the Contractor within 30 days after the relevant anniversary of the Service Commencement Date.

(e) If, by operation of Law, the period of time for payment by the Principal under clause 25.2(c) changes to any shorter time period of time, the Contractor must give the Principal prompt written notice of such change.

25.3 Interest

(a) If the Principal fails to pay an amount payable by it under this document on the due date for payment, the Principal must, on demand by the Contractor, pay interest on that amount at the Default Rate from the due date of payment until the amount is paid in full.

(b) If there is a disputed invoice, once the amount is determined in accordance with clause 25.4, clause 25.3(a) will apply from the date the invoice was due and payable.

25.4 Disputed amounts

If the Principal disputes its liability to pay any amount specified in an invoice, it may withhold payment of the disputed amount and must give the Contractor written notice thereof as soon as practicable. The Principal may continue to withhold payment of the disputed amount until the dispute is resolved. The Principal must pay the undisputed portion of the invoice in accordance with clause 25.2(c).

25.5 Right to dispute

(a) Payment of an invoice shall not prejudice the right of the Principal to question or dispute that invoice.

(b) The making of any payment under this clause 25, shall not constitute:

(i) evidence of the value of the Services or that Services have been satisfactorily carried out in accordance with this document;

(ii) an admission of liability; or

(iii) approval by the Principal or the Principal Representative of the Contractor's performance or compliance with this document.

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25.6 Cooperation

(a) The Principal may require the Contractor to furnish evidence satisfactory to the Principal to establish the quantum of any amount claimed by the Contractor to be due and owing by the Principal under this document.

(b) The Principal and the Contractor must cooperate with each other to ensure that the payments to be made pursuant to this document are determined correctly and efficiently on the basis available to each of them from time to time.

25.7 Set off

(a) The Principal may, acting reasonably, withhold, set-off or deduct from amounts which may be payable or which may become payable to the Contractor:

(i) any amount due from the Contractor to the Principal; and

(ii) any claim to money which the Principal may have against the Contractor whether for damages or otherwise, whether under this document or otherwise at Law relating to the Services, subject to the Principal using best endeavours to mitigate the extent of any amount payable in respect of any such claim.

(b) The Contractor must make all payments due to the Principal under this document without set-off or counterclaim, and without any deduction to the extent permitted by Law.

(c) Nothing in this clause 25.7 limits the liability of the Contractor in respect of Abatements in accordance with Schedule 3.

(d) This clause 25.7 will survive termination or the expiry of this document.

25.8 Competitive Pricing

(a) The Principal and the Contractor agree that it is their mutual intention that the pricing arrangements set out in the Payment Schedule will remain, for the Term, commercially competitive in terms of:

(i) the price offered by the Contractor to other customers whose orders for goods or services are of a comparable volume to the Vehicle Orders placed under this document; and

(ii) prices and terms and conditions offered by other providers in the market of the same or similar goods and services as the Services and Equipment provided under this document.

(b) The Contractor must ensure at all times during the Term that the pricing arrangements set out in the Payment Schedule are no less favourable than any price at which the Contractor provides or offers to provide the same or similar goods and services as the Services to any other customer of the Contractor whose orders of goods or services are of a comparable volume to those placed by the Principal under this document.

(c) If, at any time during the Term, the pricing arrangements set out in the Payment Schedule are not:

(i) commercially competitive; or

(ii) as favourable as those offered to other purchasers of goods or services

(as required by this document), then:

(iii) the Contractor must promptly notify the Principal of that fact;

(iv) the Principal and Contractor must meet to discuss the issue with a view to identifying what steps need to be taken in order to rectify the Contractor's non-compliance with this clause 25.8; and

(v) the Contractor must promptly do all things necessary to rectify that non-compliance, including by the issue of a Change Proposal.

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26. Taxes

26.1 Supply of Information

The Contractor must supply, and must arrange for any Personnel to supply, all information requested by the Principal in connection with the Services to enable the Principal to comply with a lawful request for information by any Government Agency. In the event that the Contractor does not supply (or procure that any Personnel supply) such information by the date required by the Principal and as a result a Government Agency imposes a Tax or fine upon the Principal, the Contractor must indemnify the Principal (upon demand) against the amount of any such Tax or fine.

26.2 Liability

Subject to clause 26.5, the Contractor will be solely liable for, and must pay when due and payable, all Taxes which may be imposed on it in relation to the Services, the provision of the Installation Assets or the payments made pursuant to this document.

26.3 Indemnity

The Contractor indemnifies and holds harmless the Principal and each the Principal Related Party for any Loss incurred by the Principal arising as a result of or in connection with any failure by the Contractor or a Contractor Related Party to comply with this clause 26.

This clause 26.3 survives the expiry or termination of this document.

26.4 Withholding Tax

The Principal may, pursuant to any Law, rule, guideline, direction or regulation, either:

(a) withhold an amount on account of any Tax on payments to be made to the Contractor and pay over the same to the appropriate taxing authority or deduct the same; or

(b) set off the same against payment due from the Principal.

(c) Unless the Contractor satisfies the Principal that it is entitled to a reduction in the amount of the Tax payable, the maximum amount of Tax payable may be withheld or set off by the Principal.

26.5 GST

(a) In this clause 26.5:

(i) words or expressions defined in the GST Act have the same meaning in this clause unless the context otherwise provides;

(ii) a reference to a GST liability or input tax credit entitlement of a party includes a GST liability or input tax credit entitlement of the representative member of any GST group of which that party is a member; and

(iii) a reference to a GST liability or input tax credit entitlement of a party includes a GST liability or input tax credit entitlement to which an entity is notionally liable or entitled in accordance with Division 177 of the GST Act.

(b) Any consideration payable or to be provided for a supply made under or in connection with this document, unless specifically described in this document as 'GST inclusive', does not include any amount on account of GST.

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(c) Despite any other provision in this document, if a party (**supplier**) makes a supply under or in connection with this document on which GST is imposed (not being a supply the consideration for which is specifically described in this document as **GST inclusive**):

(i) the consideration payable or to be provided for that supply under this document, but for the application of this clause (**GST exclusive consideration**), is increased by, and the recipient of the supply (**recipient**) must also pay to the supplier, an amount equal to the GST payable on the supply (**GST Amount**); and

(ii) the GST Amount must be paid to the supplier by the Recipient without set off, deduction or requirement for demand, at the same time and in the same manner as the GST exclusive consideration, or the first part of the GST exclusive consideration (as the case may be), is payable or to be provided.

(d) A party need not make a payment for a GST Amount under this document until it receives a Tax Invoice or adjustment note for the supply to which the payment relates.

(e) If a payment is calculated by reference to, or as a specified percentage of, another amount or revenue stream, that payment shall be calculated by reference to, or as a specified percentage of, the amount or revenue stream exclusive of GST.

(f) If an adjustment event occurs in relation to a taxable supply made by the supplier under or in connection with this document then:

(i) if the adjustment event gives rise to an increase in the GST payable by the supplier in relation to that supply, a payment equal to that increase will be made by the recipient to the supplier;

(ii) if the adjustment event gives rise to a decrease in the GST payable by the supplier in relation to that supply, a payment equal to the amount of that decrease will be paid by the supplier to the recipient;

(iii) the supplier must issue an adjustment note to the recipient within 14 days of becoming aware of the adjustment event; and

(iv) any payment required under this clause 26 must be paid to the supplier or recipient (as the case may be) within 14 days of the adjustment note being issued by the supplier.

(g) If a payment to a party under this document is a reimbursement or indemnification, calculated by reference to a loss, cost or expense incurred by that party, then the payment will be reduced by the amount of any input tax credit to which that party is entitled for that loss, cost or expense.

26.6 Contractor costs

(a) Where this document provides that the Contractor is responsible for a cost or expense, such cost or expense is not permitted to be passed on to the Principal through the Pricing Model or Payment Schedule at any time during the Term, without the prior written approval of the Principal.

(b) Where the Contractor incurs a capital cost (including any investment in additional vehicles or other assets) that has not been factored into the initial Pricing Model, such cost is not permitted to be passed on to the Principal through the Pricing Model or Payment Schedule, without the prior written approval of the Principal.

27. Term

27.1 Initial Term

The Initial Term commences on the Service Commencement Date and continues, unless terminated earlier in accordance with this document, until the date which is 3 years after the

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Service Commencement Date (**Initial Term**). The Principal may, at its sole discretion, extend the Initial Term in accordance with clause 27.2 and subsequently in accordance with clause 27.3.

27.2 First Further Term

(a) The Principal may, in its absolute discretion, elect to extend the Initial Term for a period of 1 year by giving the Contractor a notice at least 2 months before the expiry of the Initial Term.

(b) If the Principal gives the Contractor a notice under clause 27.2(a), each party must continue to comply with its obligations during the extended Term (**First Further Term**) on the same terms as set out in this document, except there will be no further option under this clause 27.2 for the Principal to extend the Term.

27.3 Second Further Term

(a) The Principal may, in its absolute discretion, elect to extend the First Further Term for a period of 1 year by giving the Contractor a notice at least 2 months before the expiry of the First Further Term.

(b) If the Principal gives the Contractor a notice under clause 27.3(a), each party must continue to comply with its obligations during the extended Term (**Second Further Term**) on the same terms as set out in this document, except there will be no further option under this clause 27.3 for the Principal to extend the Term.

28. Representations and warranties

28.1 Contractor representations and warranties

(a) The Contractor represents and warrants to the Principal that:

(i) it has the legal right and power to enter into this document and to perform its obligations under this document;

(ii) the execution, delivery and performance of this document by it has been duly and validly authorised by all necessary corporate action on its part;

(iii) this document comprises valid and binding obligations of the Contractor, enforceable in accordance with its terms;

(iv) the execution and performance of this document by it does not and the other transactions contemplated by this document do not, violate or conflict with or result in a breach of or constitute a default under its constitution;

(v) it is not required to give any notice or to obtain any consent from any person in connection with the execution and delivery of this document and which has not been given and/or obtained prior to its execution of this document;

(vi) it is a corporation duly incorporated under the laws of Australia;

(vii) it is not a trustee or responsible entity of any trust, nor does it hold any property subject to or impressed by any trust;

(viii) it does not have immunity from the jurisdiction of a court or from legal process (whether through service of notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise);

(ix) there has been no material change in its financial condition which would prejudice its ability to perform its obligations under this document;

(x) it is not in default under a law, regulation, official directive, instrument, undertaking or obligation affecting it or any of its assets;

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(xi) there is no pending or threatened legal action or proceedings which if decided against it may materially and adversely affect it or its assets;

(xii) all information it has provided to the Principal in connection with this document is complete and accurate and includes all material facts necessary to make the information (taken as a whole) complete and accurate;

(xiii) it has not engaged, and to the best of its knowledge and belief after making due inquiries, no Personnel or Subcontractor has engaged, in any Corrupt, Collusive or Unethical Behaviour; and

(xiv) it is not in breach of any of its obligations under this document.

(b) The Contractor repeats the foregoing representations and warranties:

(i) on the Service Commencement Date; and

(ii) on each anniversary of the Service Commencement Date,

in each case with reference to the facts and circumstances existing on that date.

28.2 Services undertakings

(a) The Contractor undertakes that:

(i) the Services will be delivered with the highest level of care, skill, diligence and judgement of a contractor with particular knowledge and experience in the performance of the Services and in a proper and workmanlike or professional manner;

(ii) the Services will conform to their descriptions as set out, and will be supplied in accordance with this document and the Services Specification;

(iii) it has, or will have by the Service Commencement Date (unless otherwise agreed with the Principal), all necessary Consents to perform the Services;

(iv) all plant, Installation Assets, Contractor Supplied Equipment and materials used by the Contractor in the performance of the Services are:

(A) suitable for their respective purpose;

(B) adequately maintained by the Contractor to preserve such suitability; and

(C) in good repair and condition;

(v) it will conduct the Services in a manner which reflects favourably at all times on the good name, goodwill and reputation of the Principal;

(vi) it will avoid deceptive, misleading and unethical practices that are or might be detrimental to the Principal or the general public;

(vii) the Contractor must not during or after the end of the Term:

(A) grant, or permit to subsist, any Security Interest in any Vehicle, Equipment, or report or document required to be produced by the Contractor under this document; and

(B) assert (or permit any Subcontractor to assert) any lien over, or any right to retain possession of, any Vehicle, Principal Supplied Equipment, or report or document required to be produced by the Contractor under this document, except as expressly provided for in this document;

(viii) it will, and will ensure that all Personnel and its Subcontractors comply with, all Privacy Laws and will not do anything that would cause the Principal to breach a Privacy Law;

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(ix) it will notify the Principal Representative in writing promptly after becoming aware that it has breached, or any Personnel has, or is suspected of engaging in, any Corrupt, Collusive or Unethical Behaviour or breaching any Modern Slavery Law;

(x) it will not assign, sell, transfer or otherwise enter into any factoring arrangement in respect of any amounts payable to it by the Principal under this document; and

(xi) it:

(A) will not amend or vary or agree to any change in, or waive any requirement of;

(B) will not avoid, release, terminate, rescind or discharge (except by performance),

this document without the prior written consent of the Principal.

29. Force Majeure

29.1 Force Majeure Event

(a) Subject to the application of the provisions of this clause 29, if a party is wholly or partially prevented from complying with its obligations under this document by a Force Majeure Event then that party's obligation to perform in accordance with this document will be suspended for the duration of the delay arising directly out of the Force Majeure Event.

(b) Within 5 Business Days of first becoming aware of a Force Majeure Event, the party affected by the Force Majeure Event must notify the other party of all relevant details in relation to the Force Majeure Event, the extent to which the notifying party is unable to perform its obligations under this document and an estimated period during which performance of its obligations will be affected.

29.2 Business Continuity Plan

(a) The Contractor agrees that it has formulated and will at all times during the Term maintain a Business Continuity Plan for each Site in conjunction with the Principal for implementation in the event of a Force Majeure Event. The Business Continuity Plan must consider the use of alternative Sites owned or leased by the Contractor, in the event of an emergency including a Force Majeure Event as well as alternative suppliers of Equipment and Spares.

(b) The Contractor must provide any amendments to the Business Continuity Plan to the Principal from time to time or as requested by the Principal for approval by the Principal, approval not to be unreasonably withheld.

(c) If a Force Majeure Event wholly or partly precludes the Contractor from complying with its obligations under this document the Principal may obtain the Services from another party, including entering into a short term contract, to the extent that the Contractor is unable to provide the Services by reason of the Force Majeure Event or until the end of any short term contract the Principal enters into.

29.3 Relief

(a) Subject to clause 29.4, if the Contractor considers that a Force Majeure Event has occurred and:

(i) directly prevents (or is preventing) the Contractor from performing all or a material part of its obligations under this document;

(ii) the Contractor has sought to avoid, mitigate or minimise the consequences of the Force Majeure Event and its impact on the Services or its other obligations could not have been reasonably have been mitigated, avoided, prevented, minimised or

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recovered by the Contractor (including by acting in accordance with Good Industry Practice and as otherwise required under clause 29.4);

(iii) any alternatives set out in the Business Continuity Plan have been implemented as appropriate and will not alleviate the effects of the Force Majeure Event on the Services or the Contractor's other obligations under this document;

(iv) the Contractor is using best endeavours to perform its obligations under this document; and

(v) the Contractor provides detailed evidence to the Principal Representative's reasonable satisfaction of the above, then (without limiting any other provision of this clause 29),

the Principal Representative will grant such relief (including any extension of time pursuant to clause 13.5) as it considers appropriate under the circumstances, including reducing such relief to the extent it considers that the Contractor has not complied with this clause 29.3.

29.4 Continuing obligations

(a) The party claiming to be affected by the Force Majeure Event must carry out, during the period its obligations under this document are affected, any obligations not affected by such Force Majeure Event.

(b) In particular, the Contractor must, unless it is impossible to do so given the nature of the Force Majeure Event:

(i) continue to provide the Services and otherwise perform its obligations under this document;

(ii) amend its methodology for performing the Services as necessary to continue to provide the Services during the Force Majeure Event, including implementing its Business Continuity Plan, and otherwise complying with the directions of the Principal Representative on measures it must take to ensure that it continues to provide the Services in accordance with this document; and

(iii) perform the Services in accordance with Good Industry Practice.

(c) On and from the date that a party becomes affected by a Force Majeure Event, each party must take all necessary steps to mitigate and minimise the effect of the Force Majeure Event.

29.5 Service Fee during Force Majeure Event

(a) Nothing in this document will affect:

(i) any entitlement of the Principal to impose an Abatement; or

(ii) any Abatement that is made,

from the Payment Schedule during the period in which the Force Majeure Event is (or its effects are) subsisting, but any such Abatement will not constitute or count towards an Event of Default or Termination Event, or:

(iii) to the extent the Contractor is not prevented from doing so by the relevant Force Majeure Event, any obligation on the Contractor to:

(A) perform the Services;

(B) satisfy or exceed the Services Specification or the KPIs; or

(C) take remedial action (including, where applicable, provision of back-up utilities), rectify, reinstate or replace to deal with the effects or consequences of such Force Majeure Event.

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30. Immediate access to Vehicles

(a) On the occurrence of:

(i) a Force Majeure Event which wholly or partly prevents the Contractor from complying with its obligations under this document for a continuous period of more than seven days;

(ii) an Event of Default or an event which with the giving of notice, or lapse of time, would or would likely become an Event of Default; or

(iii) a Termination Event,

the Principal Representative may issue a notice to the Contractor requiring that some or all of the Vehicles and/or Equipment then held in the Contractor's or Contractor Related Party's care, custody or control pursuant to this document must be (at the discretion of the Principal):

(iv) made available for collection by the Principal or its agent or contractor; or

(v) delivered by the Contractor to a location specified by the Principal.

(b) Upon issuance of a notice under paragraph (a), the Contractor must:

(i) arrange for the Vehicles the subject of the notice to be made available or delivered in accordance with the notice; and

(ii) provide such assistance as the Principal may from time to time reasonably request in relation to collecting, taking delivery or otherwise procuring prompt access to the relevant Vehicles.

(c) Without limiting this clause 30, upon the occurrence of a Termination Event, the Contractor consents to the Principal obtaining immediate access to each Site (without any further requirement to give notice or receive any further consent) for the purpose of the Principal taking possession of any Vehicle or Equipment.

31. Default

31.1 Events of Default

Each of the following events is an Event of Default:

(a) (**KPI Default**) the occurrence of a KPI Default;

(b) (**failure to pay**) the Contractor fails to pay an amount that is due under this document within 20 Business Days after a written demand from the Principal;

(c) (**Key Person**) a Key Person ceases to be employed or engaged by the Contractor and is not replaced by a person approved by the Principal under clause 16.2(d) within 2 months after the date that Key Person is not employed or engaged by the Contractor;

(d) (**Contractor Plans**) the Contractor fails to provide a Contractor Plan to the Principal as required by clause 12.1;

(e) (**subcontracting**) the Contractor breaches its obligations under clause 19;

(f) (**incorrect representation or warranty**) a representation or warranty made or given by the Contractor under this document proves to be untrue when given; and

(g) (**other breach**) any other breach by the Contractor of an obligation under this document (excluding a KPI Failure).

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31.2 Default Notice

If an Event of Default occurs, the Principal may give the Contractor a notice (the **Default Notice**), that the Event of Default has occurred:

(a) stating that it is a notice under this clause 31.2; and

(b) specifying the Event of Default.

31.3 Cure Plan

(a) If a Default Notice is given, the Contractor must, within 10 Business Days of receipt of the Default Notice:

(i) Remedy the Event of Default; or

(ii) prepare and submit to the Principal a draft plan describing the actions and measures which the Contractor will diligently pursue to Remedy the Event of Default (including the proposed cure period) or steps it will take to ensure that that Event of Default does not occur again (**Draft Cure Plan**).

(b) After receipt of the Draft Cure Plan, the Principal must promptly either:

(i) approve the Draft Cure Plan by notifying the Contractor in writing; or

(ii) reject the Draft Cure Plan by notifying the Contractor in writing and providing reasons to the Contractor for the Principal's rejection.

(c) If the Principal approves a Draft Cure Plan pursuant to clause 31.3 (the **Approved Cure Plan**):

(i) the period of time in the Approved Cure Plan to Remedy the Event of Default is the cure period (the **Applicable Cure Period**); and

(ii) the Contractor must comply with and implement the Approved Cure Plan and Remedy the Event of Default within the Applicable Cure Period.

(d) If the Principal rejects a Draft Cure Plan pursuant to clause 31.3(b)(ii), the Contractor, in good faith consultation with the Principal, must amend the Draft Cure Plan to meet the Principal's reasonable requirements and submit the amended Draft Cure Plan to the Principal for its approval, in which case this clause 31.3 will apply to the amended Draft Cure Plan as if it were originally submitted under clause 31.3(a)(ii).

(e) If a Default Notice is given and the Contractor fails to:

(i) Remedy the Event of Default, or submit a Draft Cure Plan, in accordance with clause 31.3(a)(ii);

(ii) if the Principal rejects a Draft Cure Plan pursuant to clause 31.3(b)(ii), amend the Draft Cure Plan to meet the Principal's requirements and submit the amended Draft Cure Plan in accordance with clause 31.3(d); or

(iii) comply with and diligently implement the Approved Cure Plan (or otherwise diligently pursue the Remedy of the Event of Default),

and such failure is not remedied by the Contractor within five Business Days after notice from the Principal regarding that failure, a Termination Event will occur.

(f) If at any time prior to the expiry of an Applicable Cure Period the Contractor reasonably considers that it requires an extension to the Applicable Cure Period it may request an extension to the Applicable Cure Period by notifying the Principal in writing setting out the reasons for that belief and the reasonable period of time proposed by the Contractor for the extension of the Applicable Cure Period.

(g) If:

(i) the Contractor gives the Principal a notice under clause 31.3(f); and

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(ii) the Principal is reasonably satisfied that the Contractor has diligently pursued and is continuing to diligently pursue a Remedy of the Event of Default but the Event of Default cannot, despite such diligence, be Remedied within the Applicable Cure Period,

the Principal must not unreasonably refuse to grant an extension of the Applicable Cure Period for such period as the Principal considers is reasonably required to Remedy the Event of Default, provided that the Principal is not required to grant more than one extension to an Applicable Cure Period.

32. Termination

32.1 Termination Events

Each of the following events is a Termination Event:

(a) (**failure to Remedy**):

(i) a failure by the Contractor to Remedy an Event of Default within the Applicable Cure Period; or

(ii) the occurrence of an event described in described in clause 31.3(e).

(b) (**persistent KPI failures**) on three or more occasions during the Term, an Event of Default under clause 31.1(a) occurs.

(c) (**material breach**) a failure by the Contractor to perform, or comply with, any one or more of its obligations under this document where such failure has, or is likely to have, a material adverse effect on the ability of the Contractor to perform the Services.

(d) (**other persistent breach**) a persistent failure by the Contractor to perform, or comply to a material extent with, any one or more of its obligations under this document (other than in respect of KPIs are payable) in circumstances where the Principal has previously notified the Contractor of the failures or non-compliances and has put the Contractor on notice that continued failure or non-compliance would constitute a persistent failure or non-compliance for the purposes of this clause 32.1(c) and such failure or non-compliance occurs on at least one further occasion after delivery of such notice.

(e) (**Corrupt, Collusive or Unethical Conduct**) the Principal becomes aware that the Contractor or any Contractor Related Party has engaged in Corrupt, Collusive or Unethical Conduct during or prior to the commencement of the Term.

(f) (**abandonment**) the Contractor abandons, ceases or suspends performance of the Services (other than due to the occurrence of a Force Majeure Event that the Principal Representative grants relief for, in accordance with clause 29.3).

(g) (**insolvency of the Contractor**) an Insolvency Event occurs in relation to the Contractor.

(h) (**failure to insure**) the Contractor does not effect and maintain (or cause to be effected and maintained) an insurance policy required by this document.

(i) (**assignment or change in control**) the Contractor breaches its obligations under clause 35.

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(j) (**illegality**):

(i) the Contractor or a Contractor Related Party ceases to hold a Consent or breaches a Law, and such failure or breach is, in the reasonable opinion of the Principal, material to the performance of the Contractor's obligations under this document and is not Remedied within 30 days after the earlier of:

(A) the date on which the Principal notifies the Contractor of the failure or breach; or

(B) the date on which the Contractor becomes aware of the failure or breach;

(ii) this document:

(A) is revoked, repudiated or terminated or ceases to be legal, valid and binding and enforceable against the Contractor other than as contemplated by this document; or

(B) becomes invalid, void or voidable in any material respect other than where the Principal has caused it to become invalid, void or voidable; or

(iii) it is or becomes unlawful for the Contractor or a Contractor Related Party to perform any of its obligations under this document, and the event or circumstance giving rise to that illegality continues to apply for at least 30 consecutive days.

(k) (**Conflict of Interest**) in the Principal's view, a Conflict of Interest arises or exists that prevents the proper performance of this document.

(l) (**ICAC investigation**) proceedings or investigations are commenced or threatened by ICAC or a similar body against the Contractor, including for corrupt conduct or for collusive pricing.

32.2 Notice of Termination Event

Without limiting the Principal's other rights or the Contractor's other obligations under this document, the Contractor must notify the Principal Representative immediately upon becoming aware of a Termination Event or an event or occurrence that, with the giving of notice, or lapse of time, would or would likely become a Termination Event.

32.3 Termination for Termination Event

If a Termination Event occurs and is subsisting, the Principal may give a written notice to the Contractor immediately terminating this document. The notice must set out details of the Termination Event for which the Principal is giving the notice.

32.4 Consequences of termination

Upon expiry or termination of this document, the rights and obligations of the parties under this document will cease except for:

(a) any accrued rights and obligations under this document, including those arising out of the termination of this document; and

(b) any rights and obligations which are expressed, or by their nature are intended, to survive termination of this document.

32.5 Effect of termination for Termination Event

Without limiting any other rights of the Principal, if the Principal terminates this document as a result of a Termination Event, the Principal may:

(a) enter into an agreement with any other person to complete the provision of the Services;

(b) deduct the amount of any loss suffered or incurred or damages arising from or in connection with the termination of this document from any money due, or which may become due to the Contractor; and

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(c) recover from the Contractor the balance of any monies remaining unpaid as a debt due and payable by the Contractor to the Principal.

The Principal will use best endeavours to mitigate any loss suffered or incurred arising from or in connection with any such termination by the Principal.

32.6 Contractor's entitlements

Clauses 32 and 33 set out the Contractor's only and sole rights arising out of, or in any way in connection with, the termination of this document and the Contractor:

(a) cannot terminate, rescind or treat this document as repudiated; and

(b) waives all rights at law to terminate, rescind or treat this document as repudiated.

33. Voluntary Termination by the Principal

(a) The Principal may elect, at any time and in its sole and absolute discretion, to terminate this document by prior written notice (**Voluntary Termination Notice**) to the Contractor stating that the Principal is terminating this document under this clause 33.

(b) If the Principal issues a Voluntary Termination Notice, this document will terminate on the date falling two months after the date of service of the Voluntary Termination Notice or such later date as specified in the Voluntary Termination Notice.

(c) If the Principal terminates this document under clause 33(a), then, on and from the date such termination takes effect in accordance with clause 33(b):

(i) the rights and obligations of the parties under this document (other than obligations which are expressed, or by their nature are intended, to survive termination of this document) will cease; and

(ii) the accrued rights or obligations of either party under the document will not be affected.

(d) If the Principal terminates this document under clause 33(a), without prejudice to any of the Principal's other rights or entitlements under this document, the Contractor will be entitled to payment of the following amounts (as determined by the Principal Representative):

(i) for Services carried out prior to the date of termination, the amount which would have been payable if this document had not been terminated;

(ii) the cost of Contractor Supplied Equipment and other items ordered by the Contractor for the Services in accordance with this document and which it is legally bound to pay (and which the Contractor has not received payment for under this document or clause 33(d)(i)); and

(iii) any reasonable costs for Key Subcontracts (previously approved by the Principal) which need to be terminated by the Contractor as a direct result of the Voluntary Termination Notice.

(e) If the Principal terminates this document under clause 33(a), the Contractor must:

(i) take all steps possible to mitigate the costs referred to in clause 33(c); and

(ii) comply with clause 34.

(f) If the Principal terminates this document under this clause 33, the Contractor's only entitlement will be in respect of its rights under this clause 33 and the Principal may, on and from when such termination takes effect, undertake itself or procure a third party undertake the Services.

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34. Transition Out

34.1 Transfer to succeeding Contractor

(a) The Contractor acknowledges that the Principal may, at any time before, on or after the expiry or termination of the Term, invite any person (including the Contractor) to perform all or any part of the Services for the period commencing on or after the end of the Term.

(b) The Contractor must perform, maintain and manage the Services until the expiry or termination of the Term so as to enable a succeeding contractor (or other nominee of the Principal) to immediately take over the performance of the Services without any interruption.

(c) The Contractor must not do anything that directly or indirectly avoids or materially prejudices or frustrates the transfer of the performance of the Services at the termination or expiry of the Term to a succeeding contractor (or other nominee of the Principal).

34.2 Information

(a) The Contractor must, and must ensure that the Contractor Related Parties, prepare and maintain:

(i) information about any Subcontracts;

(ii) information about the Contractor IM&T System;

(iii) details of the Relevant Contractor IP;

(iv) the Project Data; and

(v) such other information as is reasonably required by the Principal to facilitate an orderly handover of the Services to a succeeding contractor (or other nominee of the Principal).

(b) The information referred to in clause 34.2(a) must be kept up to date and be made available for inspection by the Principal or its nominee at any time requested by the Principal during the Term and, in any case, must be made available for inspection:

(i) on each anniversary of the Service Commencement Date; and

(ii) on the earlier of:

(A) the Principal issuing a Voluntary Termination Notice pursuant to clause 33(a); and

(B) six months prior to the expiry of the Term.

34.3 Preparation for transition out

(a) The Contractor must, to the extent permitted by Law, provide the Principal with reasonable access to the Personnel and the information, books, Reports and records, to the extent kept by or on behalf of the Contractor directly in connection with the Services (including the information referred to in clause 34.2) for the purpose of the Principal preparing reports and documents in connection with any invitation to a person for the performance of all or part of the Services.

(b) The Contractor must provide reasonable assistance to the Principal in the preparation for, and the conduct of, a fair and competitive expression of interest or tendering process.

(c) Without limiting clause 34.3(b), the Contractor must, to the extent permitted by Law, make available to the Principal any information, and assist in the verification of any information (including the provision of answers to questions), as it may reasonably require in connection with the contracting of the Services.

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(d) The Contractor must do everything, both before and after the expiry or termination of this document, as the Principal may reasonably require to assist and advise any prospective succeeding contractor or succeeding contractor engaged by the Principal in performing the Services, including the provision of:

(i) information and records related to the performance of the Services, including the Project Data; and

(ii) training sessions to any person nominated by the Principal in relation to the performance of the Services.

(e) The Contractor must ensure that any prospective succeeding contractor (or other nominee of the Principal) has access to the Sites, Vehicles and data as required pursuant to clauses 34.2, 34.5(a) and 34.5(b) for the purpose of:

(i) if relevant, planning for the collection of, or collecting, the Vehicles;

(ii) receiving information in respect of the Services; and

(iii) preparation for taking over performance of the Services after the expiry or termination of this document,

but only to the extent that any of the above does not unduly interfere with the performance of the Services.

(f) The Contractor warrants to the Principal that to the best of its knowledge and belief all information provided under this clause 34.3 will be, at the time it is provided, true and correct in all material respects and will not be misleading, by omission or otherwise.

(g) The Principal will pay the Contractor's reasonable costs for providing the Transition Out services in accordance with this clause 34 to the extent the Contractor is required to incur any material additional costs.

34.4 Transition Out Plan

(a) The Contractor must deliver to the Principal a Transition Out Plan which meets the requirements of clause 34.4(c):

(i) if the Term is not extended or cannot be further extended, by the date that is no less than 4 months prior to the end of the Term (or such other date agreed in writing by the Principal); or

(ii) if this document is terminated prior to the scheduled expiry date of the Term, by no later than the date notified to the Contractor by the Principal (acting reasonably).

(b) Not less than 4 months (or such lesser period notified by the Principal to the Contractor in writing) before the expiry of the Term (or within such other period agreed between the parties if this document is terminated prior to the scheduled expiry date of the Term), the parties must consult and implement the Transition Out Plan to enable the orderly transfer of the Services from the Contractor to a succeeding contractor (or other nominee of the Principal).

(c) The Contractor, in consultation with the Principal, must provide a Transition Out Plan that provides a description of the major activities comprised in the Services. The Transition Out Plan must address the following non-exhaustive list of issues:

(i) time required for transition;

(ii) proposed arrangements for the transfer of any Vehicles and Equipment then in the possession or control of the Contractor;

(iii) transfer of Relevant Contractor IP to the Principal or other person nominated by the Principal;

(iv) proposed arrangements for the Contractor's compliance with clause 34.5;

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(v) co-operation of the Contractor with the Principal and any succeeding Contractor or other nominee of the Principal;

(vi) handover of relevant documentation;

(vii) confidentiality; and

(viii) the Transition Out KPI.

(ix) The Contractor agrees to identify any additional areas if required for the orderly transition of the Services.

34.5 Requirements for transition out

Without limiting clause 34.3, on or before the last day of the Term (or on the date that this document is terminated in accordance with its terms), the Contractor must:

(a) transfer to the Principal or its nominee the Project Data, including all inventory records and Reports, such that:

(i) all data has the capability of being processed, evaluated and viewed using standard commercially available systems;

(ii) it remains fully functional and retains interface capabilities;

(iii) all data entry is fully up to date;

(iv) all data archives are included; and

(v) all supporting documentation is included;

(b) deliver to the Principal or its nominee (or both, if required):

(i) all and any documents and information concerning the Services which is required for the efficient transfer of responsibility for their performance, including the Relevant Contractor IP;

(ii) the training materials used to instruct and train the Personnel in respect of the Services;

(iii) a list of any Subcontracts relating to the Services and copies of their terms; and

(iv) such other information as is reasonably requested by the Principal to facilitate an efficient transfer of responsibility for performance of the Services;

(c) provide all reasonable assistance required by the Principal to transfer (if transferable) to a succeeding contractor (or other nominee of the Principal) any Consents held by the Contractor necessary for the performance of the Services and all ancillary operations; and

(d) procure the novation to the Principal or its nominee of, or execute any document required to effect the Contractor ceasing to be a party to, any Subcontract relating to the Services which the Principal may nominate (in its absolute discretion), with effect from the end of the Term or such other date as the Principal may agree.

35. Assignment or Change of Control

35.1 Assignment

Subject to any express provision of this document, neither party may, without the prior written consent of the other party, assign, grant a Security Interest over, or otherwise dispose of all or any benefit, right or interest under this document, provided always that an assignment or novation by the Principal of its interest or obligations to any other governmental body, agency or department will not require the Contractor's prior written consent.

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35.2 Change in Control

(a) The Contractor must not permit any Change in Control of the Contractor without the prior written consent of the Principal (in its reasonable discretion).

(b) Any notice seeking the consent of the Principal to a Change in Control to which clause 35.2(a) applies must include:

(i) the identity of each person proposed to acquire Control;

(ii) the address of each person proposed to acquire Control;

(iii) the extent and nature of the proposed Change in Control; and

(iv) all other information necessary for the Principal to determine:

(A) whether to consent to the Change in Control of the relevant entity; or

(B) the probity or other investigations (if any) the Principal wants to undertake in respect of such persons proposed to acquire Control.

(c) Within a reasonable time of receipt of a notice and information under clause 35.2(b), the Principal must notify the Contractor whether it approves or rejects the Change in Control.

(d) The Principal must:

(i) approve a Change in Control in the event of:

(A) any change in beneficial or legal ownership of any equity interests (including shares or units) that are listed on a prescribed financial market;

(B) any transfer of equity interests by a person to its Associate; or

(C) any transfer of equity interests between persons or entities who are existing shareholders of the entity.

(e) The Principal will be deemed to be acting reasonably in rejecting the Change in Control if it is of the reasonable opinion that:

(i) the person or entity which now exercises Control of the Contractor is not a reputable entity or person to properly carry out its obligations under this document;

(ii) as a result of the Change in Control, the Contractor no longer:

(A) has sufficient expertise and ability; or

(B) is of sufficiently high financial and commercial standing,

to properly carry out its obligations under this document;

(iii) the person or entity which now exercises Control of the Contractor is an unsuitable entity or person, having regard to the activities or business of that entity or person, and their compatibility with the obligations of the Contractor under this document; or

(iv) in relation to a Change in Control of the Contractor, the Principal, acting reasonably, believes that the Change in Control will result in a Conflict of Interest.

36. Dispute Resolution

36.1 Dispute or difference

Any dispute or difference arising out of, relating to, or in connection with this document, the conduct of the parties in relation to this document, or the subject matter of this document (including any question regarding the existence, validity or termination of this document) (**Dispute**), must be resolved in accordance with the procedure in this clause 36.

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36.2 Notice of Dispute

Where a Dispute arises, either party may serve a notice in writing on the other party specifying:

(a) the nature of the Dispute;

(b) particulars of the Dispute; and

(c) the position which the party believes is correct,

(**Notice of Dispute**).

36.3 Negotiation

If a Notice of Dispute is served, a representative of appropriate seniority and responsibility from each party must meet within 5 Business Days of the date of service of the Notice of Dispute and undertake genuine and good faith negotiations with a view to resolving the Dispute (**Representatives Meeting**).

36.4 Mediation

(a) If the Dispute is not resolved within 5 Business Days after the first Representatives Meeting, the Dispute must be referred to mediation in accordance with, and subject to, the Australian Centre for International Commercial Arbitration (**ACICA**) Mediation Rules.

(b) The mediation shall take place in Sydney, Australia and be administered by ACICA.

36.5 Election by the Principal

If the Dispute is not resolved within 40 Business Days of the date of service of the Notice of Dispute (or such other period as the parties may agree in writing) then, whether or not a meeting under clause 36.3 has occurred and whether or not a mediation under clause 36.4 has occurred:

(a) the Principal, in its absolute discretion, may within 50 Business Days of the date of service of the Notice of Dispute, issue a notice to the Contractor stating that the Dispute is to be determined by litigation pursuant to court proceedings; and

(b) if the Principal does not issue such a notice within 50 Business Days of the date of service of the Notice of Dispute (or such other period as the parties may agree in writing), the Dispute will be referred to arbitration under clause 36.6.

36.6 Arbitration

(a) If any Dispute is referred to arbitration pursuant to this clause 36:

(i) the language of the arbitration shall be English;

(ii) the seat of the arbitration shall be Sydney, Australia;

(iii) the arbitration shall be conducted in accordance with, and subject to, the ACICA Arbitration Rules; and

(iv) the arbitration shall be administered by ACICA.

(b) The parties agree that an appeal may be made in accordance with section 34A of the *Commercial Arbitration Act 2010* (NSW) on a question of law arising out of any award issued pursuant to this clause 36.6.

(c) The parties agree that sections 23C, 23D, 23E, 23F, 23G and 24 of the *International Arbitration Act 1974* (Cth) will apply to any arbitration pursuant to this clause 36 which is subject to that Act.

(d) This clause 36.6 is governed by the laws of New South Wales, Australia.

36.7 Exclusion of proportionate liability from determination or award

The parties agree that, to the extent permitted by law, the operation of Part 4 of the *Civil Liability Act 2002* (NSW) is excluded from this document in relation to any and all rights, obligations and

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liabilities arising under or in relation to this document, howsoever such rights, obligations or liabilities are sought to be enforced.

36.8 Urgent relief

Nothing in this clause 36 will prejudice any right a party may have to seek urgent injunctive or declaratory relief from a court in respect of a Dispute. The application of a party to a court for such relief or for the implementation of such relief will not be deemed to be an infringement or waiver of the arbitration agreement.

36.9 Survive termination

This clause 36 will survive termination or expiry of this document.

36.10 Severance

If at any time any provision of this clause 36 is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that will not affect or impair:

(a) the legality, validity or enforceability in that jurisdiction of any other provision of this clause 36; or

(b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this clause 36.

36.11 Payments and continuation of contractual obligations

(a) The Principal may withhold payment of that part of any amount which is the subject of a Dispute.

(b) Despite the existence of any Dispute the Contractor must:

(i) continue to perform the Services; and

(ii) perform its other obligations under this document.

37. Confidentiality

37.1 Contractor confidentiality obligation

Subject to clauses 37.2 and 37.3, the Contractor must treat as confidential, and keep confidential, any Confidential Information provided to it by or on behalf of the Principal and must:

(a) not copy, duplicate or otherwise reproduce documents containing Confidential Information without the prior consent of the Principal, except as necessary to complying with its obligations under this document;

(b) protect the confidentiality of the Confidential Information and:

(i) keep all documents containing the Confidential Information in a secure place;

(ii) take reasonable steps to ensure that its employees, agents, subcontractors, subsidiaries and related companies do not, disclose any Confidential Information to any other party either during or after the Term;

(iii) take reasonable steps to ensure that no third party gains access to any Confidential Information other than as contemplated by this document;

(iv) not use any Confidential Information for its own benefit or for the benefit of any other third party other than for the purposes of this document; and

(v) clearly mark all documents created by it containing the Confidential Information as being confidential;

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(c) comply with all reasonable instructions given to it from time to time by the Principal regarding the protection of the Confidential Information; and

(d) immediately deliver to the Principal the Confidential Information or comply with the Principal's reasonable directions with regard to the Confidential Information.

37.2 Permitted disclosures

The Contractor must not disclose Confidential Information provided to it by the Principal other than:

(a) subject to clauses 37.4 and 37.5:

(i) to its directors, officers, employees (on a need to know basis) or legal advisers, financial advisers, auditors, financiers and to the legal advisers of its financial advisers or financiers;

(ii) to any assignee or transferee permitted under this document (including any proposed assignee or transferee); and

(iii) to any contractor in respect of design, construction, engineering, procurement, management, commissioning, operation, maintenance, repair, replacement and decommissioning (on a need to know basis);

(b) subject to clauses 37.4 and 37.5, with the prior consent of the Principal; and

(c) to the extent ordered by any court or required by law, the rules of any stock exchange or applicable accounting standards having, to the extent practicable, consulted with the Principal with a view to agreeing the form, content, timing and manner of disclosure.

37.3 Use of Confidential Information

Without affecting the application of any other clause, the Contractor must use the Confidential Information for the Permitted Purpose only.

37.4 Confidentiality deed poll

Before disclosing any Confidential Information under clauses 37.2(a)(ii) or 37.2(a)(iii), the Contractor must:

(a) seek the consent of the Principal (such consent not to be unreasonably withheld);

(b) ensure that the person to whom it proposes to disclose Confidential Information executes a confidentiality deed poll in form and substance acceptable to the Principal; and

(c) not disclose Confidential Information unless the confidentiality deed poll has been duly executed by the person to whom the Confidential Information will be disclosed and an original delivered to the Principal.

37.5 Disclosure to other persons

Without affecting the application of clause 37.4, if the Contractor discloses Confidential Information it must ensure that no person to whom it discloses that Confidential Information:

(a) discloses it to any other person; and

(b) uses the Confidential Information for any other purpose other than for the Permitted Purpose.

37.6 Injunctive relief

(a) The Contractor acknowledges that because of the nature of the Confidential Information, damages or an account of profits would not be adequate remedy for the Principal if there is any unauthorised use or disclosure of the Confidential Information. Therefore the Contractor acknowledges that the Principal can seek an ex parte interim, interlocutory or

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final injunction to restrain any unauthorised use or disclosure of the Confidential Information.

(b) The Contractor irrevocably consents to any such injunction being granted to the Principal and to a copy of this document being used as conclusive evidence of that consent.

37.7 Principal confidentiality obligations

The Principal must not disclose Commercially Sensitive Information other than:

(a) any disclosure of information in connection with the Services that is reasonably required for the Principal to report to and manage its relationship with its stakeholders;

(b) to any assignee or transferee permitted under this document (including any proposed assignee or transferee) and the Contractor has consented (such consent not to be unreasonably withheld);

(c) any disclosure by the Principal of information relating to the Services and such other information as may be reasonably required for the purpose of conducting a due diligence exercise to any proposed new or replacement contractor, its advisers and lenders should the Principal decide to re-tender the Services, provided that the exclusion in this clause 37.7(c) does not apply to any information which is commercially sensitive in that it has a unique characteristic to the Contractor, unless the Principal procures that the recipient of that information is subject to the same obligation of confidentiality as that contained in this document and the Contractor has consented (such consent not to be unreasonably withheld);

(d) with the prior consent of the Contractor; or

(e) either:

(i) in accordance with Laws, including in accordance with the GIPA Act;

(ii) to satisfy the disclosure requirements of the NSW Auditor-General in accordance with the *Public Finance and Audit Act 1983* (NSW);

(iii) to satisfy the requirements of Parliamentary accountability;

(iv) to any Associate of the Principal or any person authorised or nominated by the Principal to the extent necessary for the purpose of the Services provided they agree to maintaining the confidentiality of any Commercially Sensitive Information;

(v) in annual reports of the Principal;

(vi) in accordance with policies of the NSW Government;

(vii) in accordance with the *Ombudsman Act 1976* (Cth); or

(viii) to satisfy any other recognised public requirement,

(**Public Disclosure Obligations**), and the Contractor must use best endeavours to assist the Principal in meeting its Public Disclosure Obligations.

37.8 Disclosure by the Principal

(a) Notwithstanding the other provisions of this clause 37.8, the parties acknowledge that:

(i) this document and information concerning this document will be published on the Principal's contracts register in accordance with Division 5 of Part 3 of the GIPA Act; and

(ii) the Principal may make this document or any of them available to any person.

(b) The parties acknowledge that:

(i) the Principal will notify the Contractor of any proposed disclosure of Commercially Sensitive Information by the Principal under the GIPA Act no later than 10 Business Days before the proposed date of disclosure;

(ii) following notification by the Principal in accordance with clause 37.8(b)(i), the Principal will take reasonable steps to consult with the Contractor before disclosing Commercially Sensitive Information, including under the GIPA Act;

(iii) if, following:

(A) notification by the Principal in accordance with clause 37.8(b)(i); or

(B) consultation between the Principal and the Contractor in accordance with clause 37.8(b)(ii),

(c) the Contractor objects to disclosure of some or all of the Commercially Sensitive Information, the Contractor must provide details of any such objection within five Business Days after the date the Contractor received notification from the Principal or the date on which the consultation process concluded (as relevant);

(i) the Principal may take into account any objection received from the Contractor pursuant to clause 37.8(b)(iii) in determining whether the Commercially Sensitive Information identified by the Contractor should be disclosed; and

(ii) nothing in this clause 37.8 will limit or otherwise affect the discharge of the Principal's obligations under the GIPA Act.

37.9 Survival

This clause 37 survives indefinitely after the Term or such other period necessary to comply with the Law.

37.10 Publicity

The Contractor must not make any public statement or announcement relating to the terms of this document without the prior written approval of the Principal including as to the form and manner of the statement or announcement, unless required to be made by law or in accordance with the requirement of any stock exchange.

37.11 Branding

The Contractor must not in any way use any symbol, logo, insignia or trademark or brand of the Principal, or a Principal Related Party, unless specifically permitted or required in the Services Specification or otherwise without the Principal's prior written approval.

38. Waiver and variation

(a) A provision of or a right created under this document may not be:

(i) waived except in writing signed by the party granting the waiver; or

(ii) varied except in writing signed by the parties.

(b) No failure to exercise and no delay in exercising any right, power or remedy under this document by either party will operate as a waiver, nor will any single or partial exercise of any right, power or remedy preclude any other or further exercise of that or any other right, power or remedy.

(c) The rights and remedies provided in this document are cumulative and are not exclusive of any rights or remedies provided by law.

39. PPSA

(a) In this clause 39, Security Interest has the meaning given to the term 'security interest' in the *Personal Property Securities Act 2009* (Cth).

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(b) If the terms of this document give rise to one or more Security Interests in favour of the Principal:

(i) the Contractor agrees to promptly do anything (including executing any new document, obtaining consents, signing and producing documents, getting documents completed and signed and supplying information) which the Principal may require for the purposes of:

(A) ensuring that any Security Interest of the Principal is enforceable, perfected and otherwise effective with the priority required by the Principal;

(B) ensuring that any Security Interest of the Principal is continuously perfected and/or perfected by control and/or perfected in a way that will reduce as far as reasonably possible the risk of a third party acquiring an interest in any property the subject of the Security Interest, to the extent possible under the PPSA;

(C) enabling the Principal to apply for registration, or give any notification, in connection with a Security Interest so that the Security Interest has the priority required by the Principal; or

(D) enabling the Principal to exercise any right or power in connection with the Security Interest;

(ii) the Contractor agrees that it will bear all costs and expenses that it incurs in complying with clause 39(b)(i) subject to the Principal paying any reasonable external legal costs that the Principal, by providing prior written consent to the Contractor (such consent not to be unreasonably withheld or delayed), agrees may be required in order for the Contractor to comply with clause 39(b)(i);

(iii) to the extent permitted by law, and in respect of any Security Interest created by this document,

(A) the parties contract out of sections 95, 118, 121(4), 125,130 and 132(3)(d), 132(4), 142, 143 and (if permitted by section 115(7)) Part 4.3 (other than sections 123(1), 126, 128, 129(1), 133, 134(1), 136(1) and 136(2)) of the PPSA; and

(B) the Contractor waives its right to receive any verification statement in respect of any financing statement or financing change statement relating to a Security Interest, and also its right to receive any other notice required under the PPSA unless the provision of such notice cannot be excluded;

(iv) the parties agree to the full extent permitted by law not to disclose information of the kind mentioned in section 275(1) of the PPSA;

(v) the Contractor agrees that it will only authorise the disclosure of information under section 275(7)(c), or request information under section 275(7)(d), if the Principal approves;

(vi) the parties agree that the Principal's Security Interest attaches to any proceeds (including any proceeds within the definition of that term in the PPSA) derived, directly or indirectly from any sale or dealing with the collateral that is the subject of the Security Interest or otherwise arising out of or relating to the collateral whether or not the sale or dealing is permitted under this document; and

(vii) for the avoidance of doubt, pursuant to section 80 of the PPSA, the Contractor covenants not to assert any rights it would otherwise have under section 80(1) of the PPSA and it is intended specifically that any person the Principal assigns some or all of its rights and obligations under this document should have the benefit of this covenant.

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40. General

40.1 Approvals and consent

The Principal may give or withhold its approval or consent conditionally or unconditionally in its absolute discretion unless this document expressly provides otherwise.

40.2 Further assistance

At the request of the other party, a party must at its own expense execute the documents and do everything reasonably necessary to give effect to this document and the transactions contemplated by it.

40.3 Legal costs

Except as expressly provided for in this document, each party must pay its own legal and other costs and expenses of negotiating, preparing, executing and performing its obligations under this document.

40.4 Amendment

This document may only be amended by a document executed by the parties to it.

40.5 Rights cumulative

Except as expressly stated otherwise in this document, the rights of a party under this document are cumulative and are in addition to any other rights of that party.

40.6 Consents

Except as expressly stated otherwise in this document, a party may conditionally or unconditionally give or withhold any consent to be given under this document and is not obliged to give its reasons for doing so.

40.7 Counterparts

This document may consist of a number of counterparts and, if so, the counterparts taken together constitute one document.

40.8 Entire understanding

(a) This document contains the entire understanding between the parties as to the subject matter of this document.

(b) All previous negotiations, understandings, representations, warranties, memoranda or commitments concerning the subject matter of this document are merged in and superseded by this document and are of no effect. No party is liable to any other party in respect of those matters.

(c) No oral explanation or information provided by any party to another:

(i) affects the meaning or interpretation of this document; or

(ii) constitutes any collateral agreement, warranty or understanding between any of the parties.

40.9 Health Administration Corporation as an authority

(a) This document will not in any way unlawfully restrict or otherwise unlawfully affect the unfettered discretion of the Principal to exercise any of its statutory functions or powers pursuant to any law.

(b) The Contractor acknowledges that, without limiting clause 40.9(a), anything the Principal does, fails to do or purports to do pursuant to its functions and powers under any law will be deemed not to be an act or omission by the Principal (including a breach of this

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document) under or in connection with this document and will not entitle the Contractor to make any Claim against the Principal.

(c) Clauses 40.9(a) and 40.9(b) do not limit any liability which the Principal would have to the Contractor under this document as a result of a breach by the Principal of a term of this document but for clauses 40.9(a) and 40.9(b).

(d) The Contractor acknowledges and agrees that the Principal, in performing any of its duties and obligations, is not obliged to exercise any power, function or duty within the responsibility of any other Governmental Agency, or to influence, override or direct any other Governmental Agency in the proper exercise of its legal duties and functions.

(e) If the Principal is required under the terms of this document to exercise best endeavours, the Contractor acknowledges that the Principal in so acting does not agree to:

(i) interfere with or influence the exercise by any person of a statutory power or discretion;

(ii) exercise a power or discretion or otherwise act in a manner that he regards as not in the public interest; or

(iii) develop policy or legislate by reference only to or predominantly in the interests of the objectives of this document.

(f) The Contractor acknowledges that:

(i) there are many authorities (other than the Principal) with jurisdiction over aspects of the Services;

(ii) such authorities may from time to time exercise their statutory functions and powers in such a way as to disrupt, interfere with or otherwise affect the Contractor; and

(iii) except to the extent expressly stated otherwise in this document, the Contractor bears the risk of all occurrences of the kind referred to in clause 40.9(f)(ii) and will not be entitled to make, and the Principal will not be liable upon, any Claim arising out of or in any way in connection with such occurrences.

(g) The Principal's right to be indemnified under this document is in addition to, and not exclusive of, any other right, power or remedy provided at Law.

40.10 Indemnities

(a) Each indemnity in this document is a continuing obligation, separate and independent from the other obligations or rights of the parties, and survives termination, completion or expiration of this document.

(b) It is not necessary for a party to incur expense or to make any payment before enforcing a right of indemnity conferred by this document.

(c) A party must pay on demand any amount it must pay under an indemnity in this document.

(d) Where the Contractor gives any indemnity or release under this document, it gives an equivalent indemnity and release to the Principal of New South Wales. The Principal holds for itself and on trust for the State of New South Wales the benefit of each such indemnity and release in this document.

40.11 No duty of care or liability imposed on the Principal

Without limiting any other provision of this document, no receipt of nor any review, comment, approval, consent, rejection, permission to use, deemed permission to use, permission to proceed, expression of satisfaction or dissatisfaction, supervision or superintendence or any other direction by or on behalf of the Principal or the Principal Representative concerning:

(a) any Vehicle or Equipment;

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(b) any document prepared in connection with the Services; or

(c) any aspect of the Services,

nor any failure by the Principal or the Principal Representative to do any of those things, will:

(d) except as expressly stated in this document, give rise to an entitlement for the Contractor to recover any additional payment or adjustment over and above the Service Fee;

(e) limit or exclude any obligation or liability of the Contractor (including responsibility for any errors, omissions or non-compliance with this document);

(f) prejudice any of the Principal's rights against the Contractor;

(g) impose on the Principal any duty of care to the Contractor or a Contractor Related Party (whether contract or in tort or for strict liability or otherwise);

(h) result in the Principal assuming any responsibility or liability for:

(i) the adequacy, quality, compliance or fitness of; or

(ii) any errors in or omissions from,

the Services, the Sites, the Vehicles, the Equipment, or any part thereof; or

(i) constitute an admission that the Principal or a Principal Related Party have checked any document, information, act or other thing for errors, omissions, defects or compliance with the requirements of this document.

41. Disclaimer

(a) In this clause 41:

(i) Prior Information means information provided to the Contractor or any Contractor Related Party:

(A) by the Principal or an the Principal Related Party prior to the date of this document, and

(B) relating to this document including information provided in, in relation to, or in connection with the request for tender process, workshops, or in the data room, and

(ii) Relevant Persons means the Principal and the Principal Related Parties.

(b) The Contractor:

(i) acknowledges that:

(A) the Prior Information has not been verified or checked by the Relevant Persons, and

(B) the Prior Information has not been independently audited;

(ii) agrees that it has made its own assessment, deductions and determinations, and undertaken its own investigations and interpretation, of all the Prior Information and has sought appropriate professional advice about:

(A) any information, statements, or representations contained in any Prior Information;

(B) the regulatory regime applicable to the provision of the Services;

(C) the financial condition, business affairs, and operations of the Ministry of Health or the Principal;

(D) the assumptions, uncertainties and contingencies which may affect the future business of the Ministry of Health or the Principal; and

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(E) the impact that a variation in future outcomes may have on any Services;

(iii) agrees that it will be deemed to have satisfied itself as to all matters which affect or may affect its obligations under this document;

(iv) agrees that no Prior Information forms part of this document unless expressly incorporated into this document;

(v) agrees to exclude and waives its right to any Claim if the information relating to the volume of Services as set out in the RFT is inaccurate as at the date of the RFT or throughout the Term, or if the actual volume of Services required is different from that set out in the RFT;

(vi) waives and releases the Ministry of Health, the Principal and each Principal Related Party to the maximum extent permitted by Law from all Claims or rights of action against each Relevant Person available to the Contractor, a Contractor Related Party or any other person involved in the preparation of the Contractor's tender in relation to the conduct of the process relating to the Prior Information and the request for tender and documents in respect of this document and the Services;

(vii) agrees that no Relevant Person to the extent permitted by Law:

(A) subject to any express provision in this document to the contrary, makes or gives any representation, assurance or warranty, express or implied, that any part of the Prior Information is or will be current, accurate, reliable or complete;

(B) subject to any express provision in this document to the contrary, is under any obligation to:

(I) notify the Contractor or any other person, or

(II) to provide any further information to the Contractor or any other person,

if they or any of them become aware of an inaccuracy, incompleteness or change in the Prior Information; and

(viii) acknowledges that the Principal has entered into this document relying on the warranties, acknowledgements, agreements, waivers, releases and indemnities given by the Contractor in this document and in the Tender.

42. Notices

42.1 How to give a notice

A notice, consent or other communication under this document is only effective if it is:

(a) in writing, signed by or on behalf of the person giving it;

(b) addressed to the person to whom it is to be given; and

(c) either:

(i) delivered or sent by pre-paid mail (by airmail, if the addressee is overseas) to that person's address;

(ii) sent by fax to that person's fax number and the machine from which it is sent produces a report that states that it was sent in full; or

(iii) sent by email in the form of a .pdf file of a letter (with or without attachments) to that person's email address.

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42.2 When a notice is given

A notice, consent or other communication that complies with this clause 42 is regarded as given and received:

(a) if it is delivered or sent by fax:

(i) by 5.00pm (local time in the place of receipt) on a Business Day, on that day; or

(ii) after 5.00pm (local time in the place of receipt) on a Business Day, or on a day that is not a Business Day, on the next Business Day;

(b) if it is sent by mail:

(i) within Australia, two Business Days after posting; or

(ii) to or from a place outside Australia, five Business Days after posting; and

(c) if it is sent by email:

(i) by 5.00pm (local time in the place of receipt) on a Business Day, at the time in the place to which it is sent equivalent to the time shown on the automatic receipt notification received by the party sending the email from the recipient; or

(ii) after 5.00pm (local time in the place of receipt) on a Business Day, or a day that is not a Business Day, on the Business Day following the date on which it is sent equivalent to the date shown on the automatic receipt notification received by the party sending the email from the recipient.

42.3 Address for notices

(a) A person's address and fax number are those as set out in the notice details of this document, in this clause 42.3 or as the person notifies the sender.

(b) In relation to any notice, consent or other communication to be sent to the Principal Representative, the relevant address is as follows:

Address: Locked Bag 105, Rozelle NSW 2039

Facsimile: 9320 7800

The Contractor agrees to send any notice, consent or other communication intended for the Principal and / or NSW Ambulance to the notice details provided in this clause 42.3, unless otherwise specified by NSW Ambulance.

42.4 Communications by email

With respect to communications sent by email:

(a) only the letter in .pdf format attached to the email and, subject to clause 42.4(b), any attachments to such letter which are referred to in the letter, will form part of the communication under this clause 42. Any text in the body of the email or the subject line will not form part of the communication;

(b) an attachment to an email referred to in clause 42.1(c)(iii) will only form part of a communication under this clause 42 if it is in .pdf, .jpeg, .xls, .doc, .vsd, .mpp, .mdb, .xer or .ppt format, or such other format as may be agreed between the parties from time to time; and

(c) the parties agree, with respect to any communications under or in connection with this document:

(i) to ensure that their respective firewall and/or mail server (as applicable):

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(A) allows messages of up to 20 MB (or such greater size as may be agreed between the parties from time to time) to be received;

(B) does not trap any messages in the spam filter which:

(I) in the case of notices sent by the Principal to the Contractor, have been sent from hinfra.health.nsw.gov.au or health.nsw.gov.au; and

(II) in the case of notices sent by the Contractor to the Principal have been sent from ebosgroup.com; and

(C) automatically sends a receipt notification to the sender upon receipt of a message; and

(ii) to use best endeavours to ensure that their respective systems automatically send a notification message to each of the sender and the recipient when a message is received by the recipient's domain but cannot or will not be delivered to the recipient.

42.5 Process service

Any process or other document relating to litigation, administrative or arbitral proceedings relating to this document may be served by any method contemplated by this clause 42 or in accordance with any applicable law.

43. Governing law and jurisdiction

This document is governed by the law of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of that jurisdiction.

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Signing page

EXECUTED as a deed.

SIGNED, SEALED AND DELIVERED for and on behalf of **HEALTH ADMINISTRATION CORPORATION** as represented by NSW Ambulance (ABN 69 291 930 156) by its duly authorised representative in the presence of:

[redacted]
Signature of witness

Signature of representative

[redacted]
Full name of witness (print)

DOMINIC MORGAN
Full name of representative (print)

[redacted]
Address of witness (print)

Contractor execution block

Executed by **Paull and Warner – NSW Pty Ltd ACN 615 850 309** in accordance with Section 127 of the *Corporations Act 2001*

Signature of sole director and sole company secretary

who states that he or she is the sole director and the sole company secretary of the company

MICHAEL PAULL
Name of sole director and sole company secretary (print)

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Schedule 1 – Services Specification

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NSW Ambulance – Commissioning and Decommissioning of NSW Ambulance Vehicles and Coordination Services

Schedule 1 – Services Specification

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Schedule 1 Services Specification

The purpose of this specification is to detail the requirements for the decommissioning and commissioning services required to fit out a range of, emergency and support (light commercial) Vehicles for the New South Wales Ambulance (NSWA) fleet of Vehicles.

The specification consists of a number of sections which must be read in conjunction with each other. Specifically:

- Section 1: Applies to all Vehicles;
- Section 2: Applies to all Vehicles;
- Section 3: Applies to Amb1 Vehicles; and
- Section 4: Applies to Amb4 Vehicles.

1 General Specification

1.1 Definitions

All terms defined in clause 1.1 of the Contract have the same meaning in this Services Specification unless defined below.

A Pillar – the foremost pillar of the Vehicle, the one that holds the windscreen.

ADR – Australian Design Rules – these are national standards for Vehicle safety, anti-theft and emissions. Copies of the latest versions are available online from the website for the Department of Infrastructure, Transport, Cities and Regional Development.

Amb1 Vehicles – Frontline stretchered Emergency transport ambulances.

Amb4 Vehicles – 4 wheel drive or All Wheel Drive Emergency transport ambulances.

Ambulance – All Wheel Drive (4x4) – same as Rural, but with a step to both front cabin doors.

Ambulance – Alpine – same as Rural, but with an additional battery.

Ambulance – Balloon – same as Metropolitan and Rural Vehicles, but with balloon pump lifters and associated wiring.

Ambulance – Four Wheel Drive – an Amb1 Vehicle build upon a 4 wheel drive chassis.

Ambulance – Metropolitan (Metro) – Ambulance built to the specification in Section 3.

Ambulance – Rural – same as a Metropolitan Ambulance but with Bull bars, driving lights & 2 sirens.

Anderson plug – specialised power socket.

Attendant – the NSWA personnel seated facing forward in the patient compartment.

Attendant's seat – the forward-facing seat on the left hand side of the patient compartment rearward facing/resuscitation seat- the rearward facing seat on the right hand side of the patient compartment.

AVL – automatic Vehicle locator.

B Pillar – The pillar on both sides of the Vehicle, behind the driver's seat.

Bariatric Vehicles – an ambulance Vehicle modified to carry the severely obese.

Bull Bar – generic term for the frontal protection system.

Bus Bar – point of multiple connectivity (electrical).

C Pillar – the third pillar, generally behind the passenger's seat, where the rear window ends on the body.

CanBus – Automotive Controller Area Network. A system to allow electronic control units and devices to communicate with each other.

CODAN – brand name for high frequency radio and satellite communications.

Commission – refers to the overall process of converting a new Vehicle into an Ambulance Vehicle including all necessary approvals and inspections.

Contract – means the operative provisions 1 to 43 (inclusive).

D Pillar – the fourth pillar, located in front of the rear windscreen for longer Vehicles.

Days – refers to any day of the calendar week.

Decommission – refers to the overall process of converting an old Vehicle from which the NSWA specific Equipment is being removed.

Emergency Warning Devices – includes red and blue flashing LED warning lights, sirens and incorporated white flashing LED lights.

Fit – refers to any item to be fitted to the Vehicle by the Contractor.

Fitout – the modification of a new Vehicle into an Ambulance or support Vehicle.

GPO – General Power Outlet.

GPS – Global Positioning System.

IV – Intravenous.

Left Hand Side – curb side of the Vehicle if driven in Australia. Is also referred to as near side (N-S), or passenger side in this specification.

Light Bar/Beacon/Emergency Warning Light – refers to any flashing red and/or blue light.

MDT – Mobile Data Terminal.

Medical Equipment – Principal Supplied Equipment including Stryker Stretchers, Defibrillators, Telemetry Equipment, AEDs, Pulse Oximeter, Oxygen Equipment, Soft Packs, spine boards, bariatric Equipment and carry chairs.

MPV – **t**his class of Vehicle covers bariatric Vehicles. These Vehicles are leased and/or owned and are different from Special Operations Vehicles.

NSWA – means New South Wales Ambulance established as a body corporate in accordance with s.17 of the NSW Health Services Act 1997 and specified in Schedule 1 of the Act.

OEM – Original Equipment Manufacturer.

Patient Compartment – the rear passenger compartment of any Vehicle that is to carry a patient.

PSM Controller – Parametric Service Module/Programmable Special Module.

RCD – Residual Current Device.

Refurbishment – the process of using items from a decommissioned Vehicle to be installed into a new Vehicle.

Right Hand Side – driver's side of the Vehicle if driven in Australia. Is also referred to as off-side (O-S) in this specification.

Supply – refers to any item to be supplied by the Contractor unless stated otherwise.

Vertical Oxygen Panel – a panel within the Vehicle which houses oxygen Equipment including hardware and consumables.

1.2 Overview

1.2.1 Scope

1.2.1.1 Ambulance Service of NSW trading as New South Wales Ambulance (NSWA) has a fleet of Vehicles which are fitted with Equipment, fittings and cabinetry to hold medical Equipment and support safe patient care and transport.

1.2.1.2 The componentry i.e. cabinetry, fittings and Equipment is owned by NSWA, and has a minimum expected life of 10 years. The componentry is removed and refitted into new Vehicles at the end of a Vehicle's life cycle. When this is not possible, due to damage or redundancy new or refurbished componentry is replaced into commissioned Vehicles.

1.2.1.3 The Contractor's expertise in activities included within the contract scope is essential to the Contract.

1.2.1.4 The following activities are within the scope of the Services.

1.2.1.4.1 Decommissioning of existing Ambulance Vehicles at the expiration of their lease

- Removal of all componentry and storage of all componentry fit to be re-installed at a later date
- Refurbish componentry, including repairs and modifications to existing componentry to suit Vehicle layouts as required
- Disposal of all componentry that cannot be reinstalled
- On-time return of Vehicle to a Sydney based auction location nominated by the Principal , (note that Abatement Payments are incurred by the Contractor for late Vehicles. See Section 1.17 for further details)
- Update of NSWA Fleet Register with decommissioned Vehicle status
- Removal of electronic control systems and emergency devices
- Return decommissioned Vehicle to its original condition.

1.2.1.4.2 Commissioning of new Ambulance Vehicles at the beginning of their lease

- Install mixture of re-purposed and new componentry in accordance with Vehicle specification from NSWA. Componentry to be a mixture of Principal Supplied Equipment and Contractor Supplied Equipment
- Install of wiring and mounts for communications
- Management of Stryker Powered Stretcher & Loader installation and refurbishment (current NSW Health Contract)
- Certification of completed installation to meet Australian Design Rules, Australian standards (including testing & Vehicle compliance).
- Communicate sufficient Vehicle information to NSWA in order for NSWA to maintain an accurate Vehicle database.
- Continuous innovation and development of functional requirements and improvements to Vehicle layouts.

1.2.1.4.3 Co-ordination with NSWA and NSWA providers to deliver a finished product to NSWA

- Scheduling, liaison and management of NSWA nominated contractor for installation of the MDT communications system (currently contracted to Trapeze Pty Ltd) and Radios (by NSWA)
- Coordination and supply of Vehicle to allow for installation by NSWA of specialist medical and clinical Equipment.

1.2.2 Objectives

1.2.2.1 The key objectives of the Contract are to:

- Provide Paramedics with a safe and secure working environment that supports their ability to care for patients.
- Provide certainty of supply of commissioned fleet Vehicles to required quality standards.
- Ensure coordination between NSWA and the Contractor so that the Vehicle commissioning and decommissioning process is seamless.
- Return of decommissioned Vehicles within required timeframe so that no lease penalties are incurred.
- To add value, seek continuous improvement and continue to monitor industry developments for opportunities to improve through process and design innovations and technical improvements.

1.2.2.2 All NSWA Vehicles need to be in safe and reliable working order, and Vehicles are serviced regularly both through eleven NSWA workshops and outsourcing arrangements. Vehicles are to comply with regulatory requirements (i.e. ADR and Australian standards) such as motor Vehicle registration and Infection Control Guidelines (refer **Appendix A**).

1.2.2.3 The modern Ambulance Vehicle on which the Amb1 specifications are based is a complex and advanced Vehicle design with high levels of integral safety reporting systems.

1.2.2.4 The functionality of the existing Vehicles is regarded as satisfactory to meet NSWA current service needs. NSWA will actively seeking to adopt industry developments for opportunities to improve through innovation and technical improvements.

1.2.2.5 Focus and innovation are required to optimise the setup of Equipment within the Vehicle in order to:

- Remove duplication in Equipment
- Align the Equipment with weight and space
- Improve the hygiene and functionality of the patient care environment within the Vehicle
- Improve efficiency through overall layout.
- Have consistency of Equipment amongst different Fleet i.e. amongst ground and aerial fleet

1.3 Vehicle Types and Numbers

1.3.1 General

1.3.1.1 The following provides an overview of the current Front Line Stretchered Vehicles (Amb1 and Amb4) fleet configuration. Currently these Vehicles are leased on four year term, however, NSWA is considering a shift to five year lease terms.

Vehicle Type	Current Number in fleet (approx.)
Amb1 Fleet	880 (split 40% Metropolitan and 60% Rural/Alpine)
Amb4 Fleet	78
Multi-Purpose Vehicles	12

1.3.1.2 Amb1 fleet - There are currently 880 Amb1 frontline stretchered Ambulance Vehicles. These Vehicles are built on the Mercedes-Benz Sprinter platform, with the majority of the current stock being 2016 NCV3 Vehicles. Since November 2018 these Vehicles are being built on the updated 2018 VS30 Vehicle platform. It is anticipated that the Vehicle model, and/or make of Vehicles, will change over the period of the Contract. Additionally, Vehicle numbers are expected to grow in line with staffing enhancements. The current lease period is a four year lease, however NSW Ambulance is considering going to a five year lease cycle. The Amb1 Vehicle is a fully operational Ambulance, complete with all cabinetry, medical Equipment, Radio communication & ICT systems and safety features. In terms of the lights & siren, the Contractor will be responsible for the supply and fit.

1.3.1.3 Amb4 fleet - This class of Vehicle covers 4 wheel drive, emergency transport ambulances. These are currently made up from Toyota Landcruiser (4x4, also known as Troop Carrier model) Vehicles. These Vehicles are currently on a four yearly lease. Approximately 30 Vehicles are replaced each year with the

internal cabinetry refurbished. Selection of a new base Vehicle platform to replace the Toyota Land Cruiser is currently underway with consideration of 5 year lease periods and with a view of exploring off the shelf leasing products or modular products. NSWA is currently considering trialling Toyota LandCruiser 200 series GX (refer Appendix L for the Toyota LandCruiser 200 GX scope). In terms of the lights & siren, the Contractor will be responsible for the supply and fit.

Details of the current requirements for these Vehicles are included in this specification but the requirements are subject to change when the new Vehicle platform is determined. For tendering purposes, the Contractor shall assume a fit out requirement similar to that of the Amb4 specification detailed in Section 4. When the Vehicle platform is established, quotes will be requested for those components which are a variation to this specification. Where there are no changes required then this Specification and the Payment Schedule shall be used.

1.3.1.4 Multi-Purpose Vehicle (MPV) fleet - This class of Vehicle covers bariatric Vehicles. These Vehicles are leased and/or owned and are different from Special Operations Vehicles. It currently consists of 10 MPV "light" Vehicles and two MPV "heavy" Vehicles.

There is no individual specification for the commissioning of the MPV fleet. The Contractor shall assume a minimum fit out requirement similar to that of the Amb1 (Mercedes Sprinter) specification detailed in Section 3 and shall include Services related to undertaking design work to further develop the requirements for these Vehicles on an individual basis as the need arises and by instruction from NSWA. In terms of the lights & siren, the Contractor will be responsible for coordinating the supply of parts and managing supplier performance in accordance with NSWA contractual arrangements with suppliers.

1.3.1.5 In addition to end-of-lease decommissioning and commissioning of Vehicles, there are instances where Vehicles need to be replaced not in accordance with the planned schedule. These are usually write-offs which account for approximately 15 per annum (Amb1 fleet).

1.3.1.6 While the above numbers of Vehicles provide an indication of quantities of Vehicles per annum they cannot be guaranteed. It is the intention to spread the number of Vehicles to be commissioned / decommissioned throughout each year.

1.3.1.7 The announcement by the State Government in June 2018 to increase Paramedic numbers and resources will result in an estimated additional 140 Amb1 over the following four years which will be gradually rolled out over the Term. The Mercedes Benz Sprinter VS30 – 419 (Ambulance specification) is the standard Vehicle platform from October 2018.

1.3.1.8 The specifications supplied in Sections 3 & 4 of this specification, refer to the base Vehicles which NSWA currently use. At any time during the Contract, NSWA may change the base Vehicle platform and componentry dependent upon their needs in accordance with clauses 14.4 and 14.5 of the Contract.

1.3.1.9 If an amendment to any of the design of the Vehicle type, or configuration, is made during the Term of the Contract the Contractor shall prepare a prototype Vehicle and associated new set of shop drawings and Vehicle schematics for testing prior to acceptance by NSWA. The Contractor shall supply NSWA with 3D CAD model in IGES/STEP format of the change following any amendment made to the Vehicle. All changes need to conform with ADR and AS/NZS AS4535 rules (or any other rules). All copies of test results will also need to be provided. Refer to Sections 1.8.3 and 1.12.6 for further details.

1.3.1.10 In accordance with clause 15.5 of this document, the Contractor is responsible for working together with Other Fleet Contractors. This includes, but is not limited to, ensuring that the design and 3D CAD data used in its performance of the Services are the same for each Other Fleet Contractor with respect to each Vehicle Type and each Build Type.

1.3.2 Standard (Metropolitan) and Rural Vehicle types (Amb1)

1.3.2.1 The NSWA Amb1 fleet consists of both standard (Metropolitan) and Rural Vehicles. The required specification for Metropolitan versus Rural fit out can be found in Section 3. NSWA intends to increase the number of Rural fit-outs and reduce the number of Metropolitan fit-outs over the period of the contract.

1.4 Commencement Requirements

1.4.1 Transition In Plan

1.4.1.1 Within 20 Business Days of the date of the Contract the Contractor shall provide an updated Transition In Plan for approval by NSWA in accordance with clause 12 of the Contract. Content to be included in the Transition In Plan shall include the program for establishment of manufacturing facility and operations, a Sydney Region Depot for inspection and QA of both commissioned and decommissioned Vehicles by NSWA, development of shop drawings and handover requirements from the existing contractor. The Preliminary Transition In Plan will be required as part of the Contractor's Tender.

1.4.2 Quality Management Plan

1.4.2.1 No less than 30 Business Days before the Planned Service Commencement Date, the Contractor shall provide a Quality Management Plan (**QMP**) for approval by NSWA. The QMP will include the minimum contents below and will include necessary quality check points.

1.4.2.2 Contents to be included in the QMP, but not limited to:

- Services to be undertaken external to the Contractors Sydney Metropolitan based premises
- Flow Charts for commissioning and decommissioning (based on **Appendix C**)
- Procedures to be followed for conducting Vehicle inspections and tests:
  - On receipt of new Vehicles for Commissioning
  - On completion of Fitout prior to NSWA QA tests
  - On receipt of Vehicles for Decommissioning, including grading of damage
  - Prior to transport to Auction site
- Plan for obtaining the secondary compliance plate
- Procedures for compliance with all Standards called upon within this specification
- Procedures for key access, tracking and management
- 3D CAD model and Shop Drawings for the Vehicle and all items installed by the Contractor, including Vehicle schematics (no more than 60 days after commencement of the Contract. See Section 1.12)
- Electrical wiring schematics (no more than 60 days after commencement of the Contract. See Section 1.12)
- Forms to be used for all quality assurance check points
- If the Contractor holds any quality accreditations (e.g. ISO9001), the QMP shall include the necessary processes for maintaining the accreditation throughout the Contract.

1.4.3 Workplace Health and Safety Plan (**WHS Plan**)

1.4.3.1 No later than 30 Business Days before the Planned Service Commencement Date the Contractor shall provide a WHS Plan for review by NSWA to demonstrate, at a minimum, their compliance with the Work Health and Safety Act (2011) and Regulations (2017). Any comments provided by NSWA on the review of the WHS Plan shall be incorporated by the Contractor.

1.5 Meetings

1.5.1 Clauses 5.5 and 5.6 of the Contract sets out the meetings that the Contractor is required to attend during the Term and required input from the Contractor is respect of such meetings.

1.6 Reports

1.6.1 General

1.6.1.1 The Contractor is to provide a cloud-based management and reporting system with monthly dashboard reports. NSWA are seeking to gain efficiencies and transparency in communications between the Contractor and NSWA, and also enable real time access by NSWA to the status of all Commissioned and Decommissioned Vehicles, and inventory / stock levels. The system must be compatible with NSWA current Asset Management system (see Section 1.10). The Contractor shall make allowance for the full costs of implementing, maintaining and managing this system.

1.6.2 Weekly report

1.6.2.1 The Contractor shall provide a weekly progress report at the end of the week via email to the NSWA Contract Manager outlining the number and type of Vehicles commissioned and decommissioned in the previous week and the expected numbers in the following week, as well as volumes of Principal Supplied Equipment required to maintain delivery over the next fortnight.

1.6.2.2 This weekly report shall include a receipt and departure report of commissioned or decommissioned Vehicles arrival and departure from the Contractor's Sydney Metropolitan based premises.

1.6.3 Monthly report

1.6.3.1 The Contractor shall prepare a monthly summary report with the following contents:

- Commissioning
  - Number of Vehicles delivered
  - Date of Vehicle deliveries
  - Completed delivery compliance checks (**Appendix D**)
  - Average time for completing commissioning
- Decommissioning
  - Number of expired Vehicles received
  - Completed Initial and Final Decommissioning checklists (**Appendix E** and **Appendix F**)
  - Average time to complete decommissioning
- Monthly inventory / stock at hand
  - Opening balance
  - Usage in the period (by Vehicle plant number)
  - Closing balance
  - Additional stock required to meet anticipated usage in the following month including Stryker stretchers and medical supplies
  - Redundant stock recommended for disposal
  - Damaged, unusable stock recommended for disposal
- Issue Register
- Risk register
- Change Register
- Performance measures – KPI's
- Quality management
- Safety performance - including WHS statistics, internal and external reviews, incident management and corrective action and evidence of the implementation of the Project WHS Management Plan during the previous month
  - Claims management

1.7 Performance

1.7.1 Key Performance Indicators are set out in Schedule 3 of the Contract and will be monitored as part of ongoing contract management, to ensure NSWA requirements are being met to an acceptable standard.

1.7.2 Regular monthly reports supplied to NSWA by the Contractor will advise of their performance against the given targets. Monthly project meetings with the Contractor will enable the early identification and resolution of issues. As part of the Contract, NSWA will also reserve the right to inspect the Contractor's premises at any time or require proof of staff qualifications on request.

1.7.3 The KPIs are set out in Schedule 3 of the Contract and are used in the calculation of the Service Fee in Schedule 2 of the Contract.

1.8 Innovation Target

1.8.1 The Contractor shall identify opportunities for efficiency and innovation within their services delivered directly under the Contract Term.

1.8.2 Savings due to reductions in price of Equipment supplied by third parties do not contribute to the Contractor's identified total savings.

1.8.3 Alterations to the design or the componentry must still meet the functional requirements of NSWA and must be discussed with NSWA prior to implementation.

1.9 Innovation and Change Management

1.9.1 Potential innovation, improvement and variations shall be actively considered by the Contractor at an operational level. Cases for implementation, outlining benefits and costs, are to be developed and presented to the Services Co-ordination Group for discussion and review. NSWA representatives at the meetings of the Services Co-ordination Group will have sole responsibility for approving any changes in accordance with the operative provisions of this document.

1.9.2 Throughout the Term, NSWA may continue to seek innovation across all aspects of their service delivery and will similarly raise these opportunities at the meetings of the Services Co-ordination Group. The Contractor shall support NSWA's innovations in other areas by providing advice as to the impact of the change, incorporating the change into the current design if requested and/or providing alternative solutions if they are available.

1.9.2.1 All Principal Supplied Equipment detailed in this Specification and its Appendices is subject to change throughout the Term to meet NSWA operational and procurement objectives. NSWA shall advise the Contractor of any potential changes proposed to the requirements or the Equipment supplied.

1.9.2.2 Throughout the Term, a new Amb4 base Vehicle shall be selected by NSWA. It is also possible a new Amb1 base Vehicle is identified. The Contractor shall, if requested, prepare concept designs, detailed designs, and prototypes to assist NSWA in the development of New Vehicle bases and next generation Vehicles. For the purpose of pricing and not providing any guarantee, it is anticipated that 2-3 new base Vehicles may require development during the Contract, though actual numbers will be determined by NSWA operational requirements.

1.9.2.3 NSWA may trial new technology in any class of their Vehicles during the Term and the Contractor shall provide the necessary expertise to design, incorporate and install trial technology. Note the cost of the trial Equipment shall be borne by NSWA, but the cost of the Contractor's design and technical skills shall be included.

1.9.3 In the event that any approved innovation involves amendments to the layouts shown in the standard drawings, a new set of standard drawings shall be produced by the Contractor and supplied to NSWA as part of the Change. NSWA shall have full access to the manuals and drawings related to the designs, including the ability to share them with third parties.

1.10 Asset Management

1.10.1 NSWA currently utilise AFM Online Asset & Facility Management System (AFM Online). An asset register shall be prepared and populated by the Contractor in an electronic format agreed by NSWA that will include all installed items in a Vehicle. This shall be in a format that is compatible with uploading into AFM Online.

1.11 Spares Management

1.11.1 The Contractor is to ensure that adequate Spares are available to meet the forecasted supply of commissioned Vehicles. The Contractor shall report expected units of Principal Supplied Equipment required for the coming fortnight on a weekly basis to NSWA as per Section 1.6.2, and shall include the monthly inventory / stock at hand, additional stock required and ordered (with expected delivery dates) including Vehicle and Stryker stretcher supplies, to meet anticipated usage in the following month, and redundant and unusable stock recommended for disposal as part of the Monthly Report described in Section 1.6.3.

1.11.2 Each write off Vehicle will be assessed by NSWA individually to identify componentry which can be re-used in the replacement Vehicle. The build costs of a write off replacement build will vary, depending on the components which could be re-used (e.g. no fabrication of a locker due to re-use). The write off Vehicle might arrive months before the replacement Vehicle. In this case the write off Vehicle need to be stripped and the material stored until re-use for the write off replacement Vehicle by the Contractor.

1.12 Design Capability

1.12.1 The Contractor is to prepare and maintain shop drawings for all items in the Vehicle Fitout. As part of the Transition In Services, a full set of shop drawings for each Vehicle and all items installed by the Contractor, including Vehicle schematics are to be produced by the Contractor. This shall include all plumbing and electrical wiring drawings and schematics, including:

a) VMS circuits

b) Oxygen plumbing circuits

c) Suction plumbing circuits

d) 12V and 240V electrical circuits

e) Sectional disassembly sequence

1.12.2 From time to time the Contractor will be required to supply design services. It is anticipated that this will occur in instances where the base Vehicle changes, an additional specialist Vehicle is required or a change to the specification or Principal Supplied Equipment is proposed. The Contractor must ensure sufficient drafting capability to produce shop drawings for future reference. See Section 1.12 for further indications of the level of design work expected from the Contractor.

1.12.3 All design support shall be included in the Service Fee. All drawings and design outputs will be the Intellectual Property of NSWA and supplied electronically in both AutoCAD & PDF formats to NSWA by the Contractor. The CAD data need to be supplied in 3D (STEP file or IGS file). The 3D file needs to contain all fabricated items, the chassis (if data is available), bought in items (simplified if no data from the supplier is available) and FIA items (simplified if no data from the supplier is available). General arrangement drawings shall be provided and need to show side, front, rear and ISO views and any additional view as requested by NSWA. The Contractor is responsible to supply a complete new data set (2D and 3D) for design changes if requested by NSWA. Any engineering costs needs to be detailed in engineering hours & rate and drafting hours & rate.

1.12.4 In accordance with clause 15.5 of this document, the Contractor is responsible for working together with Other Fleet Contractors. This includes, but is not limited to, ensuring that the design and 3D CAD data used in its performance of the Services are the same for each Other Fleet Contractor with respect to each Vehicle Type and each Build Type.Compliance with standards and law

1.12.5 Statute Requirements

1.12.5.1 The Contractor shall be responsible for meeting all statutory requirements relating to the Services under the Contract and shall ensure the Vehicle can be registered within the State of New South Wales and is suitable for use as a patient transport Vehicle under emergency conditions.

1.12.6 Compliance with Australian Design Rules

1.12.6.1 All modifications and inclusions to the Vehicle being commissioned and decommissioned must comply with Australian Design Rules (ADR) and Vehicle Standard Bulletins (VBS). This is a mandatory requirement that overrides all other requirements in the specification. ADR compliance ensures that a Vehicle is roadworthy (with additional seat, emergency lights etc)

1.12.6.2 The base Vehicle will be supplied to the Contractor. Any modifications made to the Vehicle that will impact on Australian Design Rules shall be supported by an Engineer's Certificate that will allow an amendment to the Vehicle's registration details.

1.12.6.3 It is the Contractor's responsibility to become familiar and maintain familiarity with ADR requirements. The Contractor has to submit a test report, engineers report and / or second stage compliance report to evidence

compliance with ADR at no costs (per Vehicle). NSWA has the right to request further information or request the re-work of submitted documents should the supplied information not been satisfactory.

1.12.6.4 Should the Contractor become aware of any requirement in this specification that cannot be met in conjunction with the ADR, they shall bring it to the immediate attention of NSWA.

1.12.6.5 Each invoice for payment issued by the Contractor must state compliance with the ADR.

1.12.7 Compliance with Australian and International Standards

1.12.7.1 All modifications and inclusions to the Vehicle being commissioned and decommissioned must comply with all relevant Australian Standards, and referenced International Standards.

1.12.7.2 These Standards may include, but are not limited to, the following and their successors:

a) AS1235 – 2000 Road Vehicles – Roof Load Carriers – Roof Bars

b) AS1841.5 – 2007 Portable fire extinguishers: Specific requirements for powder type extinguishers

c) AS/NZS 2896 – 2011 Medical gas systems – Installation and testing of non-flammable medical gas pipeline systems

d) AS2902-2005 Medical gas systems – Low pressure flexible hose assemblies

e) AS/NZS 3000 – 2018 Electrical Installations

f) AS/NZS 3001 – 2008 Electrical Installations – Transportable structures and Vehicles including their site supplies

g) AS/NZS 3003 – 2018 Electrical Installations – Patient Areas (Note the inside of the Vehicle is considered a “Patient Area” by NSWA)

h) AS/NZS 4535 – 1999 Ambulance Restraint Systems (Note this applies to cabinetry, brackets and restraint systems in the Vehicle). The Contractor may seek approval from NSWA to undertake its own AS/NZS 4535: 1999 testing (or have such testing outsourced to a third party). This testing requires (1) a qualified engineer to plan, set up and undertake the testing; (2) a qualified engineer to prepare the test reports; and (3) Equipment to be calibrated.

   Confirmation of compliance with AS/NZS 4535:1999 must not be issued to NSWA without cabinetry testing.

   <u>NSWA provides the following in relation to achieving AS/NZS 4535 – 1999 compliance:</u>

   - NSWA will issue a Vehicle Kit (bump kit) for testing
   - Chassis for testing to be organized by the Contractor
   - The test reports per component will be issued by the Contractor to NSWA

i) AS4586 – 2013 Slip resistance classification of new pedestrian surface

j) AS/NZS 4763 – 2011 Safety of portable inverters

k) ECE R65 – Special Warning Lamps (European Standard)

l) ECE R10 – Electromagnetic Compatibility in Vehicles (European Standard)

m) ISO 9001 – Quality Management Systems - Requirements

n) SAE J1849 2012 Emergency Vehicle Sirens

o) SAE J1889 2015 L.E.D. Signal and Marking Lighting Devices

p) SAE J2498 2016 Minimum Performance of the Warning Light System Used of Emergency Vehicles

q) SAE J578 2016 Colour Specification

r) SAE J595 2014 Directional Flashing Optical Warning Devices for Authorised Emergency, Maintenance and Service Vehicles

s) SAE J845 2013 Optical Warning Devices for Authorised Emergency, Maintenance and Service Vehicles

t) Australian Communications and Media Authority requirements concerning radio communications and telecommunications EMC and EMR standards.

1.12.7.3 The Contractor shall be responsible for obtaining their own copies and familiarising themselves with the requirements of these standards to ensure compliance.

1.12.7.4 In the event of any inconsistency between the relevant Standards and any other part of this Specification, the Contractor shall bring the issue to the attention of NSWA. NSWA shall provide the Contractor with direction as to which requirement to follow.

1.12.7.5 All certification, reports and evidence of compliance must be supplied to NSWA Fleet Manager.

1.12.7.6 Each invoice for payment issued by the Contractor must state compliance with the applicable Australian Standards.

1.12.8 Manufacturer's Direction

1.12.8.1 The Contractor must ensure that any work associated with this specification shall be done in accordance with the Vehicle manufacturer's guidelines. Where the work/modifications alter the base Vehicle from its original design, the Contractor will ensure that the original Vehicle warranty is not compromised.

1.12.8.2 The weight of the Completed Vehicle must not exceed the manufacturer's specified axle loads on the base Vehicle, with adequate allowance for passenger weight and consumables taken into account. Guidance on what constitutes an adequate allowance for Amb1 Vehicles for tendering purposes is 850kg (with full fuel tank), with the ability for adjustments to be determined together with NSWA during the Transition phase.

1.12.8.3 The Contractor, as the expert, must advise NSWA should there be any elements of the Specification that compromise the Vehicles safety or that could result in compliance issues.

1.13 Specific Warranty

1.13.1 All new items supplied by the Contractor must possess a five (5) year warranty against failure or fault.

1.13.2 All workmanship by the Contractor must possess a five (5) year warranty against failure or fault.

1.13.3 Warranty must include damages caused by failure or fault of a Contractor supplied component, or Contractor workmanship.

1.13.4 Reused/recycled components require warranty on the workmanship. Extension of original manufacturer's warranty is not expected.

1.14 Contractor's Premises

1.14.1 The Contractor shall preferably have premises within the Sydney Metropolitan area. This facility must be secure and covered, and the sole Site for Vehicle pick-ups and deliveries, and NSWA quality assurance assessment.

1.14.2 The Contractor may conduct some Services at a Site which is not in the Sydney Metropolitan Area. Proposed Services at an external facility must be captured in the Quality Management Plan and in consultation with NSWA.

1.14.3 While the NSWA Vehicles are located at any of the Contractor's premises, the Vehicles shall be hidden from public view at all times, except when entering or exiting the premises and shall at least one locked barrier (e.g. gate or door) shall be in place at all time.

1.14.4 The keys to the Vehicles shall be securely kept behind at least two locked doors. A key register shall be kept by the Contractor as part of their Quality Management Plan that records access to keys and possession of keys by all employees. At no time shall keys be left unattended in a NSWA Vehicle while on the Contractor's premises.

1.14.5 As at the date of this document, the Contractor's NSW based Site is located at 43 Riverside Road, Chipping Norton. The Contractor acknowledges that this Site does not currently have sufficient capacity to be able to

undertake all Services required under this document during the Term and requires expansion. The Contractor has undertaken to complete the expansion of its current facilities at this Site by June 2021 with sufficient additional capacity to be able to undertake all Services required under this document from this Site. Until the expansion of this Site is completed to the reasonable satisfaction of the Principal, the Contractor undertakes, as part of its Transition In Services, to establish a temporary satellite facility in Sydney that is to the reasonable satisfaction of the Principal, which will operate in conjunction with the current Site.

1.15 Indicative Build Programs

1.15.1 NSWA will provide the Contractor with Indicative Build Programs in accordance with clause 13.2 of the Contract.

1.16 Turnaround time

1.16.1 Vehicles in good order and condition must be completed within ten (10) Business Days of receiving a Decommission Request from the Principal. Decommissioning is complete when the Vehicle has passed the Vehicle condition assessment (Section 1.21.6.3) and has been made available for auction at the State Government Contracted Auction site. Any Vehicle with unacceptable damage requiring repair will be allowed up to ten (10) working days for Vehicle rectification in addition to the ten (10) working days allowed for Decommissioning.

The date when the Decommission Request is issued to the Contracted is considered day zero (0).

1.16.2 Commissioning of all Vehicles received by the Contractor in good order and condition is to be completed within the following Vehicle Commissioning Turnaround Times:

- Front Line Stretchered Vehicles (Amb1 and Amb 4): within thirty (30) Business Days

Commissioning is completed once the NSWA QA test has been passed. The minimum quality requirements of NSWA are detailed in **Appendix D**.

The date of the Vehicle arriving at the Contractor's premises is considered day zero (0).

1.17 Not Used

1.18 Vehicle transportation

1.18.1 New Vehicles for the build process shall be supplied and delivered by NSWA to the Contractor's Sydney Metropolitan premises.

1.18.2 Following QA inspection, fitting of MDT and Vehicle registration (if required, see Section 1.19.2) the Contractor shall transport the completed Vehicle from the Contractor's premises to the NSWA Workshop where the decommissioned Vehicle is located, as directed by NSWA. This shall be arranged by the Contractor. Upon delivery of the new Vehicle to the NSWA Workshop, the Contractor shall pick up the Vehicle to be decommissioned and return it to a Sydney based auction location nominated by the Principal after decommissioning.

1.18.3 For avoidance of doubt, Decommissioned Vehicles shall be transported from the Contractor's Sydney based premises to a Sydney based auction location nominated by the Principal by the Contractor.

1.18.4 The cost of all Vehicle transports between NSWA Workshops, the Contractor's premises, the approved Auction site and any other location (e.g. for registration) shall be included in the Contractor's commissioning and decommissioning rates.

1.18.5 Current Delivery Locations and build statistics for the last three years are;

Vehicles commissioned per Year		**2017**	**2018**	**2019**
Coffs	AMB1	7	7	8
Dubbo	AMB1	48	24	39
Point Clare	AMB1	4	19	14
Kempsey	AMB1	9	8	9
Lismore	AMB1	26	6	20

Vehicles commissioned per Year		2017	2018	2019
Oak Flats	AMB1	14	19	22
Queanbeyan	AMB1	15	17	19
Sandgate	AMB1	16	18	22
Tamworth	AMB1	21	19	14
Wagga	AMB1	39	7	25
Sydney	AMB1	93	66	65

Total	AMB1	292	210	257

1.19 Commissioning

1.19.1 General

1.19.1.1 A process diagram identifying the key steps outlined for the commissioning and decommissioning process including the QA process is attached as **Appendix C**. A standard Vehicle conversion is one which all reusable Equipment is removed from the Decommissioned Vehicle and fitted to the Commissioned Vehicle as set out within **Appendix G**.

1.19.1.2 All new Vehicles shall be received from the Vehicle manufacturer in good order and condition. Upon receipt of the Vehicle, the Contractor shall inspect the Vehicle for any damage, serviceability of componentry, or missing items. In the event the Vehicle is found to be faulty, damaged or missing items, the Contractor must note the fault, damage or missing items on the transport delivery advice, and then notify NSWA immediately.

1.19.1.3 If any fault, damage or missing item is not noted by the Contractor on acceptance of the Vehicle, it is assumed the Vehicle is free from any damage, fault or missing items. No claims will be accepted, and the subsequent repair or replacement of items will be the responsibility of the Contractor.

1.19.1.4 The Contractor shall commission each Vehicle within the specified timeframe outlined in Section 1.16.

1.19.1.5 It is expected that the modular interior will last a minimum of two (2) Vehicle changeovers or a minimum of 10 years from the time of manufacture, without any major refurbishment.

1.19.1.6 All interior and exterior componentry must be secured to minimise noise caused by rattle or vibration.

1.19.1.7 If any materials or simple modifications to any part of the Vehicle, not listed in this Specification, are required to ensure proper functioning of the Fitout, the Contractor shall include the undertaking of such Services within their Payment Schedule.

1.19.1.8 The Contractor must undertake their own internal QA process and submit completed QA documentation with the Vehicle prior to NSWA QA tests. The internal QA process must include a simulated rainwater test to ensure there are no water leaks or ingress points and a dust-test to ensure dust does not enter the patient compartment when the Vehicle doors are closed.

1.19.1.9 The Contractor shall coordinate and manage the installation of the MDT and Radio by NSWA's nominated supplier and installer. This work shall be carried out at the Contractor's Sydney Metropolitan based premises.

1.19.1.10 Following registration (if necessary) and MDT and Radio installation, final QA testing and acceptance by NSWA will be undertaken. The Contractor shall provide NSWA with a minimum of 72 hours notice of a Vehicle being ready for NSWA QA Testing.

1.19.1.11 Vehicle Commissioning is complete once the Vehicle passes the NSWA QA test.

1.19.2 Vehicle Registration

1.19.2.1 New Amb1 Vehicles will be delivered to the Contractor unregistered. Vehicles of other classes may or may not be registered when delivered to the Contractor. Once the Vehicle Fitout has been completed on an unregistered Vehicle, it shall be transported to an authorised Motor Vehicle Dealership for final pre-delivery checks and registration. Once registered, the Vehicle is returned to the Contractor's site for MDT/Radio installation (if not already completed) and NSWA QA Testing. NSWA will advise the Contractor and the Motor Vehicle Dealer the period required for registration.

1.19.2.2 The Contractor shall ensure that the Ambulance commissioned Vehicles are capable of being registered to be legally driven on public roads within Australia, including unrestricted day and night travel.

1.19.2.3 The Contractor shall fit the Vehicle with a Second Stage of Manufacture Identification Plate as issued by the Federal Office of Road Safety. A plan for obtaining the Second Stage of Manufacture Identification Plate for the new Vehicle being commissioned shall be included in the QMP.

1.19.3 Vehicle Plant Number

1.19.3.1 All NSWA Vehicles are fitted with a unique plant number that is used to track the Vehicle and is the key identifier for the Fleet System and Assets Register. The Contractor will be responsible for attaching the plant number to the correct Vehicle located on the left side of the Vehicle at the B pillar. The plant number is to be supplied by NSWA.

1.20 Decommissioning

1.20.1 General

1.20.1.1 On receipt of the Vehicle to be decommissioned the Contractor is to assess the condition of the Vehicle and all componentry using the checklist in **Appendix E** and the Vehicle Condition Assessment Guide provided by NSWA. The Contractor shall follow the process developed by the Contractor during the Transition period, and approved by NSWA (see Section 1.4.2) to identify where any componentry needs to be repaired or replaced, and document their findings for NSWA approval. This documentation is required for NSWA to verify and approve the Contractors monthly Services and payments.

1.20.1.2 If any fault, damage or missing item is not noted by the Contractor on initial assessment of the Vehicle, it is assumed the Vehicle and componentry is free from any damage, fault or missing items and can be reused in a Commissioned Vehicle. No subsequent claims for new or repaired componentry will be accepted following the initial assessment.

1.20.1.3 The Contractor shall decommission each Vehicle within the specified timeframe outlined in Section 1.16.

1.20.2 Removal of Componentry

1.20.2.1 The Contractor shall ensure proper care when removing items from the Vehicle such that they remain undamaged and useable in subsequent Vehicles. All items are to be either packaged in boxes or wrapped in a protective cover and stored in a covered hard stand, free from exposure to the elements.

1.20.2.2 The decommissioned Vehicles shall be returned to its original condition. With the following exceptions;

- Amb1 Fleet - Mercedes Sprinter – The following items would be charged to SG Fleet so it can be added to the leasing arrangement: Floor and Floor Coverings, SmartBar, Driving lights, 90 degree exhaust tip, roof lining, rear smart step with reverse extension loom and Fire extinguishers.

1.20.2.3 The Contractor shall remove the interior cabinets/Equipment, inspect for serviceability and replace into a new base Vehicle unless damaged or expired, as set out within **Appendix G**.

1.20.2.4 The Contractor shall remove all ambulance specific components from the Vehicle being decommissioned and refit the components to a new base Vehicle being commissioned.

1.20.2.5 The Contractor shall liaise directly with the NSWA contractor responsible for MDT, for the radio removal, and with Stryker Australia Pty Ltd for the stretcher, Power Loader & rails, and confirmation of suitability for replacement into a commissioned Vehicle.

1.20.2.6 The Ambulance markings fitted to the Vehicle being decommissioned shall be removed ensuring that there is no damage to the Vehicle paintwork. The old markings that are removed shall be destroyed and disposed of so they cannot be reused in part or in whole.

1.20.3 Damaged Components

1.20.3.1 Equipment which is identified as being sufficiently damaged to require replacement; where damage has not been caused by the Contractor during decommissioning and the fault is not covered by the Contractor's warranty, shall be recorded in the Asset Register developed by the Contractor.

1.20.3.2 Such Equipment shall be repaired or manufactured new, at the Contractor's discretion and notified to NSWA before being cleaned and fitted to the commissioned Vehicle.

1.20.4 Componentry storage

1.20.4.1 The Contractor shall ensure the safe storage of all items removed from the Vehicle that are required for reinstallation prior to sale. All items shall be identified by the Vehicle's plant number.

1.20.5 Return of Principal Supplied Equipment

1.20.5.1 Specialist medical Equipment supplied by NSWA (**Appendix H** and **Appendix I**) shall be removed from the Vehicle by NSWA prior to the decommissioned Vehicle being delivered to the Contractor.

1.20.5.2 Any damage to Principal Supplied Equipment identified during decommissioning is to be reported to NSWA in writing.

1.20.6 Completion of Decommissioning

1.20.6.1 The Contractor must undertake their own internal QA process and submit this with the Vehicle for NSWA QA checks. The Contractor shall provide NSWA with a minimum of 72 hours' notice of a Vehicle being ready for NSWA QA Testing.

1.20.6.2 Post Vehicle decommissioning and QA sign off by NSWA, the decommissioned Vehicle will be transported, at the Contractors cost, from the Contractor's Sydney Metropolitan based premises to the approved Auction site.

1.20.6.3 A separate Vehicle condition assessment must be conducted on all Vehicles being sent for disposal at auction. This assessment must be in accordance with NSW Government Procurement, under the NSW Government Motor Vehicle Operational Guidelines, contained in the Vehicle Conditions Assessment Directory (prepared by former State Fleet). The extract in **Appendix F** meets these requirements at the time of commencement of the Contract, and NSWA shall advise the Contractor in the event the external requirements change throughout the Contract. A copy of the Vehicle Conditions Assessment Report is to be provided to NSWA, and to the auction house.

1.21 Exclusion of redundant Equipment

1.21.1 When the situation arises that an updated model or alternative leased Vehicle includes as standard, a feature that would normally be required in the commissioning process (for example, reversing cameras) the Contractor shall provide a breakdown of the labour typically required to install and remove that feature. The unit rates for commissioning and decommissioning of the associated base Vehicle shall be varied accordingly.

1.22 Vehicle Acceptance and Handover Criteria

1.22.1 The Contractor is to supply copies of their completed internal QA documentation for both the Commissioned and Decommissioned Vehicles in advance of the NSWA QA checks which will have been identified in the monthly reports and confirmed in the weekly reports.

1.22.2 NSWA will undertake a QA check of both Commissioned and Decommissioned Vehicles at the Contractor's Sydney Metropolitan base, using the checklists shown in **Appendices D, E and F**. The Contractor is required to be in attendance, and if not available they are assumed to agree with the outcomes of the QA process.

1.22.3 The NSWA QA assessment on Commissioned Vehicles will take place post MDT and Radio installation and will also confirm ICT software is up to date. The documentation supplied by the Contractor shall clearly identify what Equipment has been replaced with new Equipment.

1.22.4 If items are not up to specification, missing or damaged then the Contractor shall remedy within 5 days at their own cost.

1.22.4.1 Handover of the Commissioned Vehicle from the Contractor to NSWA occurs upon the safe delivery of the Vehicle to the specified NSWA Workshop. Locations provided in Section 1.18.5.

1.22.5 Post NSWA's QA sign off and acceptance of Commissioned Vehicles, NSWA will arrange for medical supplies and consumables to be installed.

1.23 Principal Supplied Equipment

1.23.1 The list of Principal Supplied Equipment is as follows and detailed further within **Appendices H and I**.

1.23.2 These principally are:

- Stryker Stretchers & Power Loaders
- Portable radios
- Mobile Data Terminals
- Medical Equipment & Devices
- Specialist Bariatric Equipment

1.23.3 Powered stretchers are currently supplied by Stryker Australia Pty Ltd through a contract arrangement with NSW Health. The Contractor shall be responsible for the management of this arrangement and has full responsibility for ensuring the coordinated supply, collection and installation of the stretchers. The delivered cost of the stretchers to the Contractor's Metropolitan depot shall not be included in the Contractor's prices.

1.23.4 NSWA shall supply and install all other specialist medical Equipment and consumables as detailed within **Appendices H and I**, once the Vehicles have passed their NSWA QA process and are accepted by NSWA.

1.23.5 All other Equipment is to be supplied and fitted by the Contractor.

1.24 Basis of payment

1.24.1 The Contractor's monthly claim shall be against the Payment Schedule comprised of:

- Number of complete commissioned and decommissioned Vehicles within that month, reduced by any applicable Abatement Payment.
- Replacement items required in that month as agreed between NSWA and the Contractor.
- Any other works as agreed between NSWA and the Contractor.

1.24.2 It shall be broken down into the standard commissioning and decommissioning of Vehicles by Class which is to be correlated to the NSWA acceptance sheets. Additional Services (damaged and expired Equipment that has been agreed and signed off by NSWA) shall be submitted with supporting documentation.

2 General Technical Specification

The following Technical Specifications are similar for all Vehicle Types and apply to all subsequent specifications.

2.1 General Design Requirements

2.1.1 The Contractor shall ensure that the elements within this Specification work together as a functional, integrated system within the design. Photos and diagrams provided within the Specification are to ensure all Vehicles are built to a standard accepted layout, and do not guarantee functionality or compliance with the relevant Standards and ADR requirements.

2.1.2 The overall length and width of the Vehicle shall not exceed the OEM's specification and ADR regulations.

2.1.3 The Fitout shall not alter the OEM's air-conditioning system for both heating and cooling unless specifically stated in this specification.

2.1.4 The Fitout shall not alter the noise, vibration of harshness of the base Vehicle.

2.1.5 The Fitout shall be designed to minimise dust ingress to the patient areas of a Vehicle. This may be tested during the QA process.

2.1.6 Restraints, fixings and fasteners shall be in accordance with AS/NZS4535 as a minimum standard, with evidence of testing provided to NSWA. They must be provided in a manner that allows reasonable access for service, maintenance and repair work.

2.1.7 Floor fastenings shall be kept to a minimum and where unavoidable, they shall be highly visible and located so as not to be trip hazards.

2.1.8 External or internal protrusions must be padded and/or curved to prevent injury to persons moving around the interior of the Vehicle. Areas with a potential of head strike must be covered in a minimum 30mm radius of protective insulation.

2.1.9 A method of identifying high-touch, high-clean areas will be developed during the Transition In Services in conjunction with NSWA.

2.1.10 Electrical control boxes must be labelled and be in common accessible areas.

2.1.11 Any Equipment fitted to the Vehicle that is required to be removed from the decommissioned Vehicle, shall have minimum impact on the original base Vehicle's appearance, function and resale value.

2.1.12 All LED lights (ECCO Group are currently the supplier for NSWA) fitted by the Contractor shall be long-life LEDs and shall have lens covers fitted to disperse the light evenly. If the Contractor would like to use different LED lights, NSWA approval would be required.

2.1.13 All work must take ergonomic features into consideration and work freely and smoothly.

2.1.14 All functions, operations and Equipment associated with this Specification must be capable of being performed by a range of people from 50 percentile female to 95 percentile male within the Australian population (see https://www.ergonomics.org.au/documents/item/288 for more information).

2.2 Interior

2.2.1 Interior Cabinetry Layout

2.2.1.1 Where interior cabinetry is fitted, it shall have the following requirements:

- The interior cabinetry layout shall be constructed from a modular design that can be transferred from Vehicle to Vehicle.
- The interior cabinetry shall be manufactured from a robust, non-porous material which meets Infection Control Guidelines outlined in **Appendix A** of this Specification. All surfaces of storage compartments shall have a smooth finish and allow ease of access for cleaning the entire interior surface. There shall be no seams or sharp edges, burrs or protrusions on any storage compartments. Life expectancy of a minimum of 2 vehicle lease periods.
- All storage compartments and chutes shall be fully lined with impervious material.

- Signex wall paneling to be fitted to internal cavities prior to installation of cabinetry.
- All interior cabinetry must be stamped or permanently marked with the build date, serial number and version or model. This shall be in a discrete location that can be observed when installed in the Vehicle.
- Any redesigned cabinets shall be capable of storage of all materials and Equipment and have an equivalent minimum capacity to the current cabinetry, unless approved by NSWA.

2.2.2 Equipment Storage and Access

2.2.2.1 All storage compartments requiring doors to be fitted shall have concealed hinges when closed, and the catches shall be manufactured from a robust, non-porous material which meets Infection Control Guidelines outlined in **Appendix A** of this Specification.

2.2.2.2 All lockers shall be capable of carrying the weight and size of the medical Equipment and consumables to be stored in/on them without damaging the item, and secured to applicable ADR and Australian standards. See **Appendix H** for dimensions and weight of selected items being procured by NSWA at the commencement of the Contract and **Appendix I** for the location and quantities of consumables for Amb1 Vehicles. These are to be used as guides for determining appropriate cabinetry requirements but are subject to change to meet NSWA future operational and procurement objectives. See Section 1.8.3 for NSWA requirements regarding adoption of future innovations.

2.2.2.3 The storage weight is to be indicated on the front of each locker, not attached to the floor.

2.2.2.4 All surfaces on cupboards, storage compartments and doors are to be flush fittings. All edges are to be chamfered, or radiused, with a minimum 10mm radius to prevent catching of materials & Equipment and improve safety.

2.2.2.5 NSWA will consider alternative suitable designs that improve the functionality and operational capability for Paramedics/Staff in a cost effective manner. Proposals provided by the Contractor will be considered at the monthly meetings. Any amendments will be incorporated in a structured manner, e.g. six monthly update, rather than in a piecemeal fashion.

2.2.3 Surface Preparation, Painting, Powder Coating and General Finish

2.2.3.1 The preparation of surfaces for painting, and the painting process, shall be to a standard acceptable to NSWA. These standards shall be of extremely high automotive standard.

2.2.3.2 All metal brackets and hardware, with the exception of stainless steel, must be suitably coated with either chromium, cadmium, white zinc or powder plastic. Under no circumstances can brackets be merely painted. No steel fabrications, other than the body frame, shall be permitted to have scale present.

2.2.4 Restraining of Equipment

2.2.4.1 The restraint of all Equipment and cabinetry stowed in the Ambulance, including the stretcher must fully comply with AS/NZS4535, Ambulance restraint systems or its successor. Proof of testing shall be required. The Contractor shall supply their own copy of the standard and familiarise themselves with the standard's requirements.

2.2.5 Joints and Anchoring Devices

2.2.5.1 All anchoring devices shall be installed using new items.

2.2.5.2 When using metal rivets, bolts or screws as a means of fastening panels, or establishing anchor points for catches, hinges, etc., it shall be necessary to ensure the area of the panel concerned is metal reinforced or a tapping plate is used to support the rivet, bolt or screw.

2.2.5.3 All edges and finishes are to be smooth and free of sharp corners or burrs and must have no bare metal surfaces. All non-stainless steel surfaces must be coated in a protective non-rust finish.

2.2.5.4 All rivets, bolts or screws used to penetrate the inner lining of the Vehicle without a fitting on the inside of the panel shall have the fastener head supported by chrome plated or stainless steel cup washer.

2.2.6 Infection Control Guidelines

2.2.6.1 Refer **Appendix A** for guidance on materials and finishes specific requirements.

2.2.6.2 All surfaces, edges, corners and joints that can be exposed to any fluid shall be sealed by a liquid-proof bonding material.

2.2.6.3 Cabinet doors and drawers shall seal against liquids in the event that the patient compartment needs to be hosed down for rapid cleaning or otherwise decontaminated.

2.2.6.4 Surface materials and their colour shall allow employees to distinguish clean from soiled surfaces. NSWA approval is required for installed hard surfaces to be any colour other than white (with the exception of where other colours are mentioned in this Specification).

2.2.6.5 Surfaces that can be potentially exposed to contamination shall be reachable and accessible for sanitization and cleaning.

2.2.7 Electrical General

2.2.7.1 All electrical items will feature ease of access for servicing purposes.

2.2.7.2 All electrical component connections must utilise waterproof connectors

2.2.7.3 All ambulance circuits and components must integrate with OEM Vehicle CanBus system utilising PSM controller as a minimum or preferably direct to the CanBus.

2.2.7.4 For any Vehicle modifications, the Contractor has to seek approval from the OEM or via the body builder guide.

2.2.7.5 All power wire must be fitted with in line fuses or circuit breakers to the correct amperage.

2.2.7.6 All wiring shall be run in a loom and secured from rubbing or vibrating against the Vehicle.

2.2.7.7 The Contractor shall supply and fit positive and negative power cables from the auxillary battery and terminated at the radio transceivers. Current AMB1 outputs are controlled by the VMS (currently Acetech).

2.2.7.8 An ignition “on” and accessories sense cable will be supplied and fitted by the Contractor and terminated at the radio transceivers, (unless VMS controlled).

2.2.7.9 The power cables shall be a minimum of 6mm diameter and the ignition sense shall be 4mm diameter (if AMB1 this is part of the VMS supplied harness).

2.2.7.10 The current VMS system is supplied with a harness and switch panels.

2.2.7.11 All wires shall be terminated to multi outlet bus bar (on AMB4 only).

2.2.7.12 All 240V electrical circuits must be certified to meet Australian Standards and must be certified by a qualified 240V engineer. Certificates of Compliance will be required for each Vehicle.

2.2.7.13 All electrical work must be undertaken by a competent and qualified auto electrician.

2.2.7.14 All electrical Equipment must undergo a function check during the Vehicle’s commissioning process.

2.2.7.15 Hard and soft copies of all electrical wiring and schematics must be provided to NSWA.

2.2.8 Communication Equipment

2.2.8.1 The Contractor shall undertake the following with all Vehicles, unless otherwise stated:

- Installation of wiring (NSWA supplied) for the Getac, MDT and Radio, as directed by NSWA.
- Required mounting and bracketing of Getac and MDT aerials (NSWA supplied) as directed by NSWA.
- Testing of communication Equipment installation

2.2.8.2 A minimum separation of 500mm is required for aerials. Aerials shall be mounted to the lightbar mounting where present and practicable

2.2.8.3 Radio speakers shall be 4 ohm 8 watt rating as a minimum with white or black flat speaker grill.

2.2.8.4 All wiring associated with the radio and MDT installation shall be suitably concealed.

2.2.8.5 The Contractor shall provide all conduits and pathways and ensure all glands are sealed to prevent dust or water ingress.

2.2.8.6 The Contractor shall ensure that no discernable RF interferences is caused to the onboard communications Equipment by any item supplied by the Contractor, including but not limited to: power inverters, lights, switches, gauges, suction pump, beacon, sirens or work lights.

2.2.8.7 Should electrical noise be created within the Vehicle from a source not supplied by the Contractor, the source must be insulated by the Contractor so as not to cause interference with communications Equipment as part of the Fitout.

2.2.8.8 Specifically test transmissions from:

a) Data messages and voice calls from Radio group 1148-174 MHZ range
b) Data messages and voice calls from Radio group 380-470 MHZ range
c) Data messages from Radio group 698-960 MHz and 1700-2700MHz range.

2.2.8.9 The Contractor shall be responsible for the removal and secure storage of all communications Equipment from Decommissioned Vehicles.

2.2.8.10 The Contractor shall directly coordinate installation of the Mobil Data Terminal (MDT) and Radio with NSWA approved contractors. Once installed, the Contractor must arrange for internal QA checks to be undertaken to confirm all Equipment is operational.

2.3 Exterior

2.3.1 Vehicle Markings

2.3.1.1 External and internal Vehicle marking images for the Vehicles are supplied in **Appendix J**. NSWA will provide specifications of markings. Contractors will source markings as per the specifications.

2.3.1.2 All Vehicle markings shall be a low adhesion type to minimise damage to the paintwork when removing the markings.

2.3.1.3 All markings shall be supplied in pre-cut sets.

2.3.1.4 All Vehicle markings shall be supplied and fitted as per the following Vehicle specific specifications and figures in **Appendix J** and meet the following quality requirements (with equivalent materials subject to confirmation by NSWA).

- Checkers are to be Class 2 – comfortable/removable reflective – screen printed with match component ink (e.g. 3M 680CR-10 or equivalent)
- Computer cut lettering are to be Amb1 – diamond grade material with assured sealed edging – (e.g. 3M DG3 Fluorescent Yellow/Green Reflective – 4083 or equivalent).
- Fluorescent yellow strips are to be Amb1 – diamond grade material with assured sealed edging – (e.g. 3M DG3 Fluorescent Yellow/Green Reflective – 4083 or equivalent).
- Fluorescent Orange markings are to be 3M 3484 or equivalent
- Black reflective are to be computer cut vinyl (e.g. 3M680 or equivalent)
- Side and rear windows are to be 1 way vision with overlaminate
- All white shall be non-reflective vinyl
- For Amb1 and Amb4 Vehicles, fluorescent yellow markings shall be visible on all doors when they are in their open position(s) as shown below:

Figure 1 Yellow markings on open doors

2.3.1.5 For all Vehicles, the inside of the fuel tank door must be clearly labelled with the fuel type of the Vehicle. AMB1's and AMB4's to also include a fuel type label on the outside of the fuel tank door.

2.3.1.6 Contractor's markings must be limited to a maximum of three (3) per Vehicle and must be in discrete locations. The size and location of all markings must be approved by NSWA.

2.3.2 Vehicle Detail and Clean

2.3.2.1 Both the commissioned and decommissioned Vehicle shall be fully detailed and cleaned to the satisfaction of NSWA prior to returning to NSWA custody.

3 Specification – Amb1 Vehicles

3.1 General

3.1.1 The current Amb1 base Vehicle supplied is a Mercedes Benz Sprinter VS30 – 419 Model. NSWA may consider transitioning to another manufacturer's Vehicle as an Amb1 Ambulance during the Contract Term.

3.1.2 For this Class of Vehicle there are two main configurations, Metropolitan and Rural. The specification for both is essentially identical except Rural Vehicles have the additional requirements of Bull bars (frontal protection system), driving lights and two sirens, described in Section 3.4.

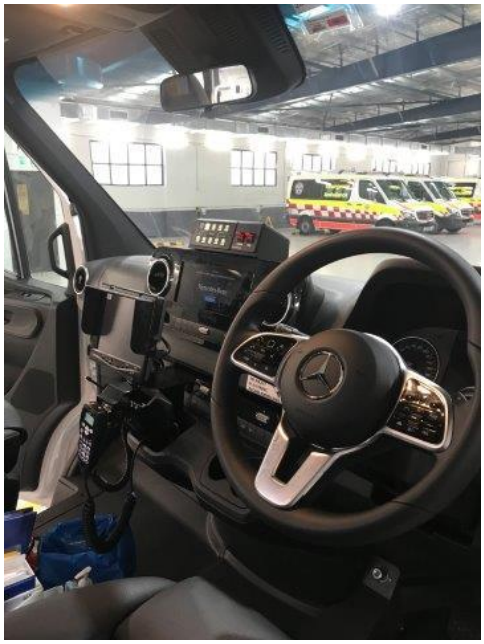
3.1.3 In addition to the Metropolitan and Rural Vehicles there are an additional three supplementary Vehicle configurations, i.e. All Wheel Drive, Alpine and Balloon Lifter. The specification for the All Wheel Drive has front steps to the driver/passenger cabin due to the height of the Vehicle (see Section 3.3.5), the Alpine Vehicle is the same as the Rural Vehicle, however it has an additional battery (see Section 3.5). The Balloon Lifter has a balloon pump lifter and associated electrical components installed in addition to the Metropolitan and Rural Vehicles and comes with a factory fitted rear bumper (see Section 3.6).

3.2 Internal

3.2.1 Driver / Passenger Cabin

3.2.1.1 Location and current configuration of components are shown below.

Figure 2 Driver / Passenger Cabin



3.2.1.2 Attached to the right hand side base of the passenger seat there shall be a suitable storage console. This unit shall be constructed from durable material. The compartment must be designed in such a way as to not cause injury in the event of urgent transition between the driver's compartment and the patient compartment.

3.2.1.3 This storage console shall accommodate the items listed below. These are current items but are subject to change or update by NSWA.

- 1 x Ambulance case sheet folder
- Maps and street directories
- 1 x two way portable radio and charger (where required)
- Cup holders

3.2.1.4 A driver's footrest shall be securely fitted to the floor for the driver's left foot, complete with siren mode control dipswitch that does not protrude more than 25mm beyond the footrest. The footrest must have an anti-slip covering.

3.2.1.5 A sticker shall be installed on the dashboard adjacent the starter button stating, “This Vehicle is subject to electronic tracking surveillance”.

3.2.1.6 Two glove storage compartments shall be installed to the roof between the passenger and driver. Edges are to be protected to prevent injury as per Section 2.1.8.

3.2.1.7 Install a mounting bracket for the MDT and radio handheld microphone. The bracket shall swivel to enable the MDT to be operated from both the driver’s and passenger’s seat.

3.2.1.8 An LED map light (capable of emitting both red and white light) shall be installed over the passenger’s seat.

3.2.1.9 All Equipment fitted into the front cabin, particularly the MDT, radios and communication Equipment, shall not impede the operations of the Vehicle’s safety features.

3.2.2 Floor and Floor Covering

3.2.2.1 The Patient compartment floor shall be reinforced with a suitable material, currently a timber waterproof grade minimum thickness of 12mm or an equivalent approved by NSWA, to provide a level base. The floor must be sealed and treated to ensure no ingress of fluids.

3.2.2.2 The floor covering shall be a slip resistant surface with a mutually agreed colour. The floor shall be covered with a commercial grade material, currently a vinyl overlay approximately 3mm of thickness, or an equivalent approved by NSWA. Alternate floor coating products will be considered. Equivalents or alternatives proposed by the Contractor must have the specification sheet with a statement of flammability and noxious gases provided to NSWA by the Contractor, prior to consideration for approval.

3.2.2.3 The floor shall be covered by the floor covering without joints and all points prone to damage to be fitted with stainless steel protective plates and infill support panels.

3.2.2.4 All edges of the floor covering are to be sealed with a continuous bead of silicone sealant. All panels that come into contact with the floor area must be fully sealed against the ingress of fluids.

3.2.2.5 Stretcher guides and locks, Equipment mounts shall be fitted above the floor covering, fastened through and sealed with a continuous bead of silicone sealant.

3.2.3 Front Equipment (Grab & Go) Locker

3.2.3.1 Location and current configuration of components are shown below.

Figure 3 Front Equipment (Grab & Go) Locker

3.2.3.2 An Equipment storage space (locker) shall be located adjacent to the left-hand sliding door. The following items shall be stored in this space, will be easily reached from outside the Vehicle, and accessible form inside the Vehicle without opening the sliding door, and located at a safe lifting height for Equipment with a

weight of >10 Kgs, of 70 to 110 centimeters from the ground, to reduce the incidence of ergonomic injury. Dimensions of items are listed in **Appendix H.**

a) Oxy Resuscitation Kit

b) Medication Kit

c) 1x First aid Kit

d) Defibrillator

e) Pediatric Kit

f) Intubation Kit

3.2.3.3 Equipment shall be removed without catching on the edges of the locker. Existing front Equipment lockers require modification to prevent zippers of the Grab & Go bags from being damaged. The current solution is to provide a 2.5mm aluminium infill to the base of the cabinet to prevent catching on the edge of the cabinet. All new cabinets shall be designed and constructed in a manner to prevent stored Equipment catching on the storage cabinet.

3.2.3.4 This space shall be of a robust design. Access to these pieces of Equipment shall be easily available from both the outside and inside of the Ambulance Vehicle. For the purposes of durability and resistance to scratching, integrated grab rails shall be included for entry assist at the side door and retention as applicable.

3.2.3.5 A grab rail shall be installed on the locker and must be curved with no sharp protrusions.

3.2.3.6 An adjustable belt shall be provided to secure the defibrillator.

3.2.3.7 An adjustable belt shall be provided to secure the Pediatric/Intubation kits.

3.2.3.8 Elasticised strapping shall be provided to secure items and prevent them from falling into the walkway or onto the road when the door is opened.

3.2.4 Left Hand Side Wall Panel

3.2.4.1 Location and current configuration of components are shown below.

Figure 4 Left Hand Side Wall Panel

3.2.4.2 The rear compartment shall have the following features:

a) Sharps Receptacle (8L, supplied by NSW Ambulance) – must be in reach of the Attendant's seat

b) Chute for the sharps container, if required, will be supplied by NSW Ambulance.

c) Refuse Bin (General Waste) 180 x 120 x 300mm deep– must be in reach of the Attendant's seat.

d) Sharps container and refuse bin to be drawer mounted for ease of emptying and cleaning.

e) Chute to bin in plastic, mounted to the top surface of the side locker – must be in reach of the Attendant's seat.

f) Equipment storage work tray to be fitted to the top of the wall panel. Open storage beside the attendant seat and storage for splints body bags etc. to the wall side behind the attendant seat, accessible from the rear doors.

g) Grab Rails to assist in entry/exit.

h) A workstation as described in Section 3.2.20 complete with drawers ahead of the seat position including drawer storage location for a purpose-built rugged portable computer (current model Getac V110 and associated powered dock) or a suitable design alternative approved by NSW Ambulance.

i) Storage and access to 4 disposable glove boxes. This locker also incorporates one LED map light, VMS control panel and a brass nipple for the vehicle mounted sphygmomanometer.

j) An emergency duress activation switch connected to the MDT system will be fitted within reach of the Attendant seat.

k) Fitted to the top of the locker, rearward of the seat, will be the PC printer bracket connected with 12 volt power source and USB cable.

l) VMS control panel for interior lights and scene lights to be fitted adjacent to the bin drawer, accessible from left sliding door.

m) Control panel for lights, suction, invertor and timer.

3.2.4.3 The left hand side door must be able to be freely opened and closed from both the inside and outside of the Vehicle. Lockers shall be designed not to impede this requirement.

3.2.5 Attendants Rear Storage Shelf

3.2.5.1 A storage shelf is to be installed behind the Attendants Seat (part of the attendant seat module) for storage of the following items:

a) Carry chair and four sandbags

b) Two shelves with belt webbing to tie down bags.

c) Storage of ELK on top of shelf with belt webbing to tie down linen (dimensions provided in **Appendix H**)

d) Storage of carry sheet and Neij

Figure 5 Attendants Rear Storage Shelf

3.2.6 Right Hand Side Wall Panel

3.2.6.1 Location and current configuration of components are shown below.

Figure 6 Right Hand Side Wall Panel

3.2.6.2 The right-hand side panel of the rear compartment shall have the following features:

a) 'A' frame locker compartment for the storage of personal items ahead of the Resuscitation Seat and behind the driver's seat shall be accessible from the right-hand side sliding door and from inside the Vehicle without opening the sliding door. The locker must not compromise the slide and rake of the driver's seat.

b) Cavity for storage and quick access to Resuscitation Equipment.

c) Switch panel within easy reach of the Resuscitation Seat.

d) VMS Control Panel to control:

   i. Suction
   ii. Internal lights with dim options
   iii. All scene lights
   iv. Clock and Timer (to illustrate seconds and minutes)
   v. Lock and Unlock door systems
   vi. Inverter

e) There shall be three sleeve index system (SIS) medical oxygen outlets, marked "OUTLET MEDICAL OXYGEN".

f) There shall be separate Auxiliary Suction and Auxiliary Highlight switches installed on the panel with independent wiring to operate these functions.

g) Heater controls

h) Storage for patient handling devices such as a Combi Board and Patient Slide or current replacement Equipment as supplied by NSWA.

i) On the Right hand side of the locker, install a stainless steel plate to protect the restraints from being in direct contact with the locker edge when using the Equipment Restraint System.

j) Located on the rear right D pillar will be a panel housing one SIS medical oxygen outlet, marked “MEDICAL OXYGEN” and one VMS control panel.

3.2.7 Overhead Lockers

3.2.7.1 Location and current configuration of components are shown below.

Figure 7 Overhead Lockers

3.2.7.2 The Contractor is advised that at the commencement of the Contract the Vehicles to be decommissioned are NCV3-319. The overhead lockers from these Vehicles cannot be transferred into the Sprinter VS30-419 base Vehicles.

3.2.7.3 Above the right and left hand wall panels there shall be overhead lockers. These lockers must be of a design so that Equipment is still contained by the locker even when opened – to avoid contents falling out. The lockers shall be used for the storage of consumable medical Equipment. The cabinets are to be positive lock when shut, be opened by the use of one hand, be capable of remaining fully open without additional restraints, and with the contents visible when cabinet is closed. The cabinets must have the maximum weight carrying weight indicated at the front and fitted with a compliance plate with the date of manufacture (new cabinets only). See **Appendix H** for dimensions of items to be located within these Lockers.

3.2.7.4 The lockers shall be sized to the maximum extent permissible within the Vehicle and cater for all Equipment and consumables required to be stored.

3.2.7.5 The left hand locker shall have a compartment, without a door to accommodate the air conditioning pod, with an elastic strap to stop items from falling out.

3.2.7.6 The right hand locker shall have a compartment, without doors to accommodate resuscitation masks, with infectious resistance strap to stop items from falling out, above the Resuscitation seat. Alternative designs that provide both restraint of locker contents and infection control shall be considered by NSWA.

3.2.7.7 Both overhead lockers shall be designed with a secondary restraint system to minimize the risk of collapse onto stretcher or Attendant seat in the event the primary restraints fail.

3.2.8 Oxygen Therapy Equipment Cabinet / Storage

3.2.8.1 Location and current configuration of components are visible in Figure 6 in Section 3.2.6.

3.2.8.2 The oxygen therapy Equipment cabinet/storage shall be located adjacent to the rear facing resuscitation seat. The cabinet shall be capable of storing the following items, available for quick access, whilst being securely stowed. See **Appendix H** for item dimensions.

a) Storage for various oxygen masks (8 x open areas with elasticized strap to prevent masks falling out)

b) Storage for multiple packets of oxygen tubing

c) Airway management general Equipment (Guedel airway holder)

3.2.8.3 The vertical Oxygen panel houses the following items:

a) SIS oxygen outlet ports (x2)

b) Adult Resuscitation Bag (x2)

c) Child Resuscitation Bag (x2)

d) Neonatal Resuscitation Bag (x2)

e) Wall storage areas to house oxygen consumables

f) One horizontal removable storage tray/bin (work tray)

g) A suction canister is to be connected to a 12V suction pump that must be operated through an independent switch using constant live power. The canister will be supported in such a way as to be safe in the case of a Vehicle accident and the pump will be located discretely in the oxygen storage cabinet area. It must be located within easy reach from the Resuscitation seat and the stretcher head.

h) A 240V A/C twin GPO with a 10ma RCD power point incorporating 2 USB outlets

i) Low Oxygen cylinder content alarm (not currently fitted to all Vehicles).

j) Bougie (introducer) holder (not currently fitted to all Vehicles)

3.2.9 Medical Oxygen

3.2.9.1 The current configuration of the Oxy bay is shown below. The configuration may change due to operational/medical needs.

Figure 8 Current configuration of the Oxy bay

3.2.9.2 All oxygen outlets shall be a Sleeve Index System (SIS) in accordance with Australian Standards, including AS2902-2005.

3.2.9.3 There shall be one sleeve index system (SIS) medical oxygen inlet. The inlet shall be fitted at or near the D sized cylinders. Storage for 4 Oxygen cylinders, 2 x D sized, 2 x C sized cylinders with option for multifit CD cylinders in place of 2 C size cylinders. The cylinders shall be securely held in position, yet easily removed.

3.2.9.4 All oxygen inlets shall be adjacent to the D cylinders and be clearly marked ‘INLET MEDICAL OXYGEN ONLY.’

3.2.9.5 The oxygen hoses that connect from the “D” size cylinder regulator to the oxygen inlet shall have a sleeve indexed screw connector at either end. The oxygen system from the oxygen inlet to the outlets shall be piped in 6mm white flexible tubing and shall be plumbed in such a way as to avoid crimping and wear of the plumbed oxygen hoses in accordance with Australian Standards.

3.2.9.6 The oxygen tubing, connections, connecting assemblies and markings shall fully comply with Australian Standards.

3.2.9.7 As part of the Quality Assurance process, the oxygen system on each Vehicle shall be pressure tested and flow tested to ensure the system is functioning correctly in accordance with Australian Standards.

3.2.9.8 Retention of oxygen bottles must be tested to comply with Australian Standards. The cylinders shall have quick release clamping brackets and locating base.

3.2.9.9 All medical oxygen tubing and hoses fitted to the Vehicle are to adhere to a ten (10) year expiry date from the date of installation.

3.2.9.10 All medical oxygen tubing and hoses are to be inspected upon Vehicle refurbishment and replaced when required.

3.2.10 Sphygmanometer

3.2.10.1 A wall mounted sphygmanometer gauge shall supplied new for each Vehicle, mounted on the vertical oxygen panel wall on a swivel base with clear visual access from both seats in the patient compartment.

3.2.10.2 The Sphygmanometer must be provided with all fittings, including cuff and bulb.

3.2.10.3 Plumbing for the sphygmanometer shall be routed above the roof lining and is mounted on the left hand side of the C pillar cover. The plumbing shall end with a brass nipple.

3.2.10.4 The brass nipple must be mounted in an area with easy access from the forward facing treatment seat.

3.2.10.5 The plumbing must be routed without kinks and must be clear of any sharp edges to avoid damage to the hose.

3.2.10.6 The system must be pressure tested for leaks after installation.

3.2.11 IV Fluid Holders

3.2.11.1 Location and current configuration of component is shown below.

Figure 9 IV Fluid Holders

3.2.11.2 In the patient compartment of the Ambulance, there will be four holding devices for the location of IV fluids in bags of 500ml and 1000ml. They will be readily accessible, easy to install and remove fluid containers, and of a non-corrosive, non-porous material.

3.2.11.3 One shall be mounted above the head of the stretcher, one mid-way and the other in a position close to the foot of the stretcher. The fourth shall be located on the rear left hand overhead locker to be accessed when the rear doors are open. The position will be finalised in discussion with NSW Ambulance.

3.2.12 Electronic Drug Safe

3.2.12.1 An electronic controlled medication safe may be fitted in future Vehicles. This will be designed in a consultative process with the Contractor as a contract variation once a determination is made by NSW Ambulance. Type, location and locking mechanism will be developed with the Contractor to meet NSW Ambulance operational requirements.

3.2.13 Seats

3.2.13.1 Location and current configuration of components is shown below.

Figure 10 Seats

3.2.13.2 Two (2) seats shall be supplied and installed in the patient compartment of the Vehicle, one rearward facing Resuscitation seat and one Attendant's seat. Existing seats are to be removed from the decommissioned Vehicle, refurbished as required, and installed into the new Vehicle. For new Vehicle builds the Contractor shall supply and install new seats.

3.2.13.3 All seats must have the following features:

a) Covered in materials (including stitching) that are cleanable, non-absorbent and adhere to NSWA Infection Control Guidelines

b) Adjustable back rest

c) Fitted with lap-sash recoil seat belt (innovative restraints will also be considered)

d) Sliding forward and rearward adjustment (minimum 250mm distance)

e) Be of an ergonomic design to support safe and comfortable use by the seated person, and be designed for the purpose of ambulance operations

f) Seat base storage (Attendant's seat and rearward facing Resuscitation seat)

g) Fully compliant with Australian Design Rules (ADR) to permit secondary engineering certification. The seats shall be suitably located to allow the seated person to reach common and critical Equipment and the patient from a seated and restrained position.

3.2.13.4 The Attendant's seat shall be located on the left-hand side of the Vehicle. The seat must be able to travel in a direction along the side of the stretcher. This seat must be capable of securing a Baby Capsule and/or child seat.

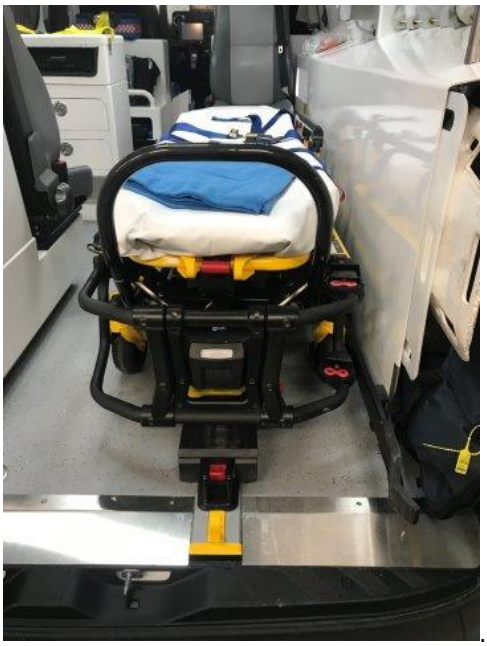
3.2.13.5 The rearward facing Resuscitation seat shall be located at the head of the stretcher. The seat's sliding forward and rearward adjustment must travel to allow for Resuscitation procedures from a fully seat belted position.

3.2.13.6 The Contractor shall ensure that the seat base, seat anchorage points, seat belt and seat belt anchorage points, fully comply to all relevant Australian Standards.

3.2.14 Stretcher (powered)

3.2.14.1 Location and current configuration of component are shown below.

Figure 11 Stretcher



3.2.14.2 The Contractor shall be responsible for the coordinating the delivery, refurbishment and, fitting of a stretcher to the right-hand side of the patient compartment as supplied under current NSW Health contract by Stryker Australia Pty Ltd. The stretcher is currently a Stryker Electric (Power pro and Power load).

3.2.14.3 The minimum parallel distance between the fitted stretched and the forward facing Attendant seat shall be no less than 240mm.

3.2.14.4 All scuff plates, where fitted, shall be totally sealed against the ingress of dirt or fluids.

3.2.14.5 The stretcher system shall be fitted according to the manufacturer's instructions.

3.2.14.6 The stretcher shall have appropriate floor locks and a loader device. The fitment of the floor locks or loader device shall meet applicable Australian Standards, including AS/NZS4535 or its successor relating to the securing onto the Vehicle floor and retention of the stretcher. A 95th percentile male mannequin (97.5kg) is to be used for testing purposes.

3.2.14.7 The Contractor shall be required to work closely with the stretcher manufacturer to ensure the loading and unloading of the stretcher is a smooth operation and in accordance with the stretcher manufacturer's guidelines.

3.2.14.8 Stretcher battery charger shall be installed in driver's side sliding door compartment

3.2.14.9 The contractor is to fit a stretcher push handle and the plant number (NSWA to supply)

3.2.15 Equipment Restraint System

3.2.15.1 A restraint system shall be installed to cater for the transportation of a humidicrib, or larger bulky items up to 185kg in weight, located on top of the stretcher.

3.2.15.2 The restraint system shall be designed to comply with the AS/ANZS 4535 requirement and have a stainless steel plate installed on the end of the base of the right hand locker to prevent the restraint strap from rubbing on the locker.

3.2.16 Heater

3.2.16.1 The Contractor shall supply and fit a diesel heater in the rear of the Vehicle, positioned in the lower mid-section of the right side cabinet. The location of the heater vents and the heater controls shall be determined in consultation with NSWA. Existing heaters are to be removed from the decommissioned Vehicle, refurbished as required, and installed into the new Vehicle. For new Vehicle builds the Contractor shall supply and install a new heater including all protective covers.

3.2.16.2 Specified Vehicles (Alpine) shall be fitted with a 12V 60 AMPH deep cycle battery that will supply power to the heater for up to 24 hours when the Vehicle is dormant. This is a very important feature in alpine regions as it is imperative that the interior temperature of the Vehicle is maintained at 22 degrees Celsius.

3.2.16.3 The heater outlet must be in a position which is greater than 400mm from human contact.

3.2.16.4 A proximity switch and cover is required to be installed to shut down the heater if the outlet is impeded.

3.2.17 Interior Lighting

3.2.17.1 Location and current configuration of component are shown below.

Figure 12 Interior Lighting

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3.2.17.2 The Vehicle shall be fitted with interior lighting as detailed below:

a) An LED map light (capable of emitting both red and white light) shall be fitted which must be accessible for a person seated in the front passenger seat.

b) Above the Resuscitation seat and the Forward Facing Attendant seat, there shall be map LED lamps (capable of emitting both red and white light). All map reading lights shall be switched locally at their point of installation with red light option,

c) Three 10-30V LED light panels (470 x 100mm) with low level light function shall be fitted to the patient compartment to create a clinically suitable work environment. These LED lights shall have lens covers to disperse the light evenly and will provide sufficient lighting suitable for all clinical procedures. They

will also have a dim function for low light controllable from all instrument panels described in Section 3.2.27.

d) One 140mm dia 10-30V LED light shall be fitted above the entry step to the Ambulance at the left hand side entry door (Section 3.3.5).

e) In the oxygen cylinder storage area there shall be an LED work lamp to light the oxygen compartment as required

3.2.17.3 LED step lights (d), shall be installed to operate when sliding door, and/or rear doors, is open.

3.2.17.4 Together, the system must provide white illumination of not less than 35-foot candlepower measured on at least 90% of the stretcher surface.

3.2.17.5 Lights must be recessed with a maximum intrusion of 15mm.

3.2.17.6 The lighting system shall include shielding, if necessary, so as not to cause interference with the Vehicle communications systems.

3.2.18 Clock

3.2.18.1 In the patient compartment there shall be a digital clock mounted. It will be clearly visible from the Attendant and Resuscitation seats. The clock will have the capability to display seconds and will incorporate a reset function for the second display. The clock shall be illuminated in low light. This system is part of the VMS and to form part of the oxygen switch panel as referenced in Section 3.2.6.

3.2.19 Fire Extinguisher

3.2.19.1 Location and current configuration of component are shown below.

Figure 13 Fire Extinguisher

3.2.19.2 The Contractor shall supply and fit two (2) new fire extinguishers. They will each be 1kg dry powder in nature, complying with applicable Australian Standards, including AS1841.5. The extinguishers shall be mounted at the base of the driver and passenger seats, on the forward surface in the front cabin. The extinguishers shall be secured in accordance with applicable Australian Standards, including AS4535-1999, with a minimum lifespan of 5 years.

3.2.19.3 The Contractor shall be responsible for disposal of extinguishers removed from decommissioned Vehicles.

3.2.20 Workstation

3.2.20.1 Location and current configuration of component is shown below.

Figure 14 Workstation

3.2.20.2 A workstation shall be fitted to be available in front of the Attendants seat. The workstation shall be constructed of a durable and robust material, without any seams, sharp edges or burrs, and a smooth finish to facilitate cleaning.

3.2.20.3 The workstation shall have the following features:

a) PC storage location large enough to carry the PC or tablet and the docking station.

b) 12V power source and associated wiring to this location for the PC or tablet

c) There shall also be a specific location for syringes and vials to be placed momentarily and designed in such a way as to assist in stopping these items rolling onto the floor.

d) Two drawers with a positive out position, a latched closed position and drawer dividers. The top drawer shall have a compartmentalised perspex insert (240 x 290mm) with eight compartments for storage of syringes, etc. The bottom drawer shall have a soft divider installed with Velcro. The dimensions of each drawer shall be 390-400mm(W) x 290-320mm(D) x 170-220mm(H).

e) Open storage at the base of the workstation for the stowage of items

f) The workstation top shall have a moulded plastic cover with a smooth finish (similar to the cabinetry finish) with raised edges to prevent items from rolling off. It shall be capable of accommodating space for the PC (current model is Getac V110 but subject to change over time) and associated power dock and include 25mm recesses to place small items, such as pens, to prevent them from rolling off the workstation and a cup holder.

g) Strapping to secure the defibrillator on top of the workstation shall be included.

3.2.20.4 The overall workstation dimensions shall be no more than 470mm (W) x 370mm (D) x 670mm (H).

3.2.20.5 The drawers shall seal when closed, as per the requirements of Section 2.2.6.3.

3.2.20.6 Modifications to the current configuration to improve ergonomics and access shall be considered.

3.2.21 Interior Roof Lining

3.2.21.1 The existing porous roof lining in the base Vehicle, from the B pillar to the rear of the Vehicle, is to be covered in a suitable non-porous material that is easily cleaned.

3.2.21.2 A ceiling mounted roof vent is to be fitted that can be opened to the rear as required to ventilate the rear of the Vehicle. This vent is to be manual and must be sealed when closed.

3.2.21.3 A speaker for the AM/FM radio shall be installed in the rear of the Vehicle behind the Attendants seat. Volume control, and fade, shall be via the Vehicle's factory fitted radio.

3.2.22 Grab Handles

3.2.22.1 A typical example of location and current configuration of components is shown below (not comprehensive).

Figure 15 Left and Right Side Interior Grab Handles

3.2.22.2 Grab handles shall be located to aid the paramedic in stabilising whilst entering and exiting the Vehicle and whilst it is in motion. A person shall be able to move within the Vehicle and be within reach of a grab handle at all times.

3.2.22.3 All grab handles are to be ergonomically designed with a non-porous material, 25mm to 32mm in diameter and a minimum 200mm in length. Grab Handles shall have a load capacity of 200kg and there shall be no sharp or abrasive edges.

3.2.22.4 All grab handles not manufactured in stainless steel are to be coated in a bright yellow finish and meet Infection Control Guidelines outlined in **Appendix A**.

3.2.22.5 There shall be suitable grab handles, located down the left and right hand interior sides of the rear compartment.

3.2.22.6 All door openings of the patient compartment must have grab handles.

3.2.23 Curtains and Windows

3.2.23.1 The fixed side windows in the patient compartment of the Ambulance shall be fitted with curtains.

3.2.23.2 There shall also be a curtain between the driver and patient compartments of the Vehicle.

3.2.23.3 The curtains shall be easily removed and manufactured of an easily cleaned bacterial resistant and fire retardant material.

3.2.23.4 Darkest legal window tint is to be supplied and installed to all windows except the windscreen. Patient compartment tinting shall prohibit visibility from outside to inside the Vehicle. Tinting material must not be of a metallic composition.

3.2.24 Child Restraint Anchorage Points

3.2.24.1 There shall be one child restraint anchorage point fitted to the Forward Facing Attendant's seat. The anchorage point are to be fully compliant with Australian Design Rules. A test report or compliance certificate proving this compliance is required to be provided to NSW Ambulance.

3.2.25 Sound Insulation

3.2.25.1 The Vehicle shall be insulated against undue road noise, siren noise, etc. The Contractor shall carry out sound insulation in accordance with the Vehicle manufacturer's direction. At the commencement of the Contract, SafeWork NSW exposure standard for noise without personal hearing protection, requires total noise to be below 85 dB when averaged over an 8-hour period (known as 85dB(A)) and further recommends keeping noise below 70dB when activity is fast-paced and demands attentiveness, or if it is important to carry on conversations. Accordingly, the interior cabin noise shall not exceed 85dB at any time when the siren is activated. A test report will be required as evidence that noise levels are within the current WHS recommendations.

3.2.25.2 Insulation materials used shall be non-moisture absorbent, fire retardant, insulating material of an industry-approved type with a non-bitumen base.

3.2.26 Communication

3.2.26.1 In addition to the requirements within Section 2.2.8 and 3.2.1 a 12V portable radio (supplied by NSWA) a bracket shall to be fitted within the factory fitted console on the passenger side by removing the twin cup holders.

3.2.26.2 A speaker and wiring for the two-way radio is to be fitted above the driver's seat. Position of the speaker to be agreed with the Principal.

3.2.27 Vehicle Management System (VMS)

3.2.27.1 NSWA currently uses the Acetech system, supplied by Ferno Australia Pty Ltd, to operate a number of critical functions in the Vehicles.

3.2.27.2 The Vehicle Management System (VMS) required under this Contract shall be supplied by contractor, and in consultation with NSWA, the Contractor shall design and install the VMS to manage the following items;

- Emergency lights & sirens
- Reverse alarm
- Internal lighting
- External lighting
- Vehicle lock from control panels
- System Activation via central locking
- Clock/Timer control
- Battery management & voltage levels
- DC/DC charger
- Medical Equipment power, e.g. Suction pump power, ELK charging
- Provision for future expansion to obtain Vehicle information for Vehicle diagnostics and fleet management
- Wiring looms to be "plug and play" (currently supplied with the Acetech VMS)

3.2.27.3 The VMS shall interconnect with the Vehicle electronics to manage Vehicle functions and be customisable and with configurable controls to meet NSW Ambulance's specific requirements. Programming of the VMS functions shall be undertaken by the Contractor to facilitate the management and operation of the above combinations of systems.

3.2.27.4 The system must be a robust and reliable, with a demonstrated performance history in an Emergency Services environment.

3.2.27.5 The system shall be readily expandable to cater for the management of additional functions within the Vehicle.

3.2.27.6 The Vehicle will be fitted with switch panels that will be configured in a linked system. These panels are not to be touch screen. The location and function of the switch panels are detailed below;

3.2.27.7 Primary Switch Panel – shall be located in a central position on the dashboard, and be easily accessed by the driver and front seat passenger, and have the following functions:

a) Interior Work Lamps Hi & Low

b) Left Work light

c) Left Scan light (located on light bar)

d) Right Work light

e) Right Scan light (located on light bar)

f) Rear Work Light

g) Inverter on/off

h) Driving light/s

i) Siren (tones changed by horn button and floor mounted switch)

j) Warning Lights - Response (all warning lights activated)

k) Warning Lights - Scene (a reduction in lighting from the Response category, two front two rear warning lamps flashing and light bar operating)

l) Auxiliary Start (engage aux battery for starting Vehicle)

3.2.27.8 Secondary Panel A – accessed from Resuscitation seat and have the following functions:

a) Interior Work Light Hi & Low

b) Suction on off

c) Oxygen bay light

d) Timer (clock)

e) Door lock unlock

f) Left Work Light

g) Right Work Light

h) Inverter

3.2.27.9 Secondary Panel B – accessed from Attendant seat and have the following functions:

a) Interior Work Light Hi & Low

b) Suction on off

c) Timer (clock)

d) Inverter

3.2.27.10 Secondary Panels C/D – accessed from external to the Vehicle. Panel “C” from the left hand sliding doorway and Panel “D” accessible from the rear doorway, located on the right hand side of the Vehicle. These shall have the following functions.

a) Rear Work Light

b) Left Work Light

c) Right Work Light

d) Interior Work Light Hi & Low

3.2.27.11 All switch panels shall have the following features:

a) Clearly marked as to their function

b) Back lighting

c) All switch functions shall be linked

d) An indicator lamp shall be illuminated when the switch function is “on”

3.2.27.12 In the event of a serious motor Vehicle accident and the driver’s air bag is deployed, the duress button shall be automatically activated.

3.2.28 Electrical Power Outlets

3.2.28.1 The Vehicle shall have a Cannon plug (Part No. MS3102E20-19S or equivalent) fitted on the right-hand side overhead locker near the ’D’ pillar. The plug will be wired with heavy-duty cable (6mm diameter) directly to the auxiliary battery, including the earth wire. There shall be a 25-amp circuit breaker fitted to the positive cable in an easily accessible area. The plug shall be labelled “Incubator Plug 12V 20-amp max”.

3.2.28.2 On the right hand rear overhead locker there shall be a Hella 2741 (or equivalent power outlet). The outlet shall have a ten (10) amp circuit breaker fitted. The socket shall be labelled “12V 10 Amp Max”.

3.2.28.3 Adjacent to the printer associated with the PC, there shall be a 12V power supply and associated wiring.

3.2.28.4 A 240V A/C twin GPO with a 10mA RCD power point shall be fitted on the Oxygen cabinet. The GPO will be powered by a 12V DC to 240V AC 600 watt inverter. The GPO shall have a red LED signaling that the RCD is operational and two non-red LED’s signaling power to the line and the outlet. The inverter shall have a separate remote mount on/off switch integrated into the front control panel. In the event of a severe motor Vehicle collision and the driver’s airbag is deployed the power shall be cut to the inverter.

3.2.28.5 A minimum of two USB ports to be located near the 240 volt twin GPO with a minimum of 3.0 specification capable of delivering 1.5 amps.

3.2.28.6 A 12V power supply and associated wiring is to be installed behind the attendant’s seat to supply power to the ELK (Electric Lifting Kushion) via VMS. It shall also be capable of shore line charging as described in Section 3.2.30.

3.2.28.7 All electrical power outlets shall be connected to the auxiliary battery, unless stated otherwise.

3.2.29 Auxiliary Battery

3.2.29.1 The Vehicle shall be supplied and fitted by the Contractor, with a 12V deep cycle battery minimum 55 Amp Hour, in addition to the existing battery. The auxiliary battery shall be used to start the engine when the main battery is in a state of discharge. (<11volts) To engage the auxiliary battery, a labelled switch on or near the main switch panel shall be engaged.

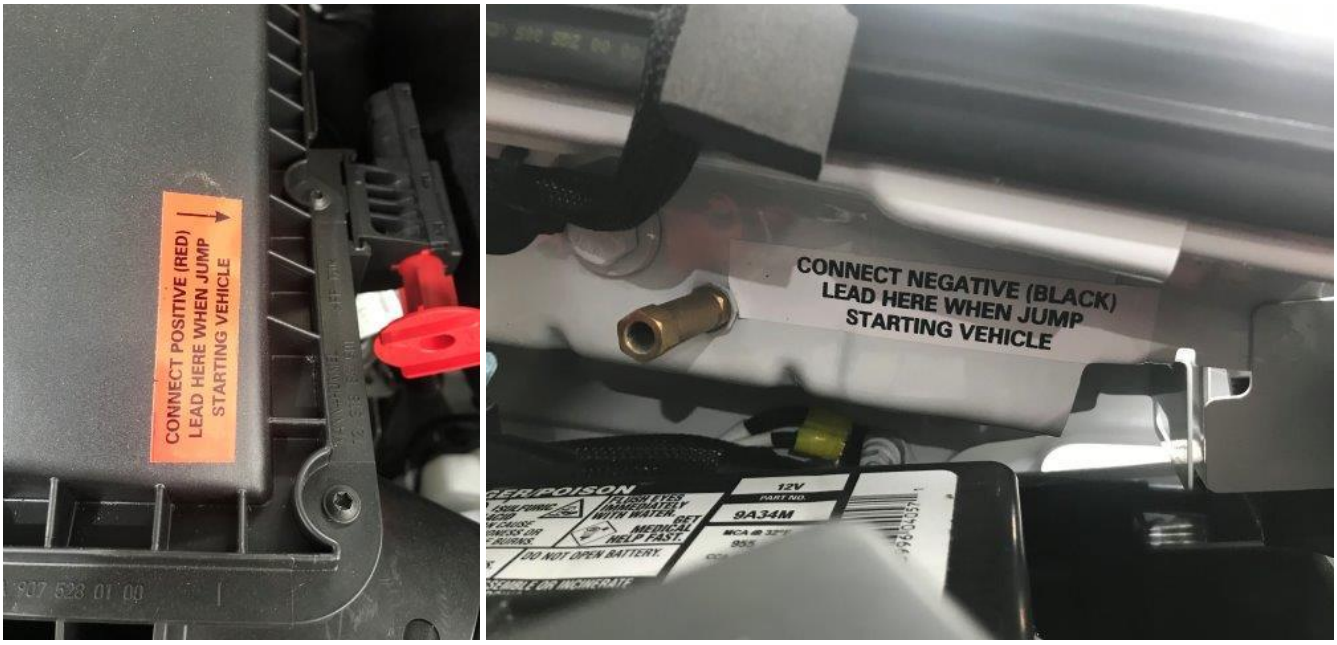
3.2.29.2 When the engine is off, the auxiliary battery will be isolated from the main battery. When the engine is running, both batteries shall be charged by the standard alternator via the DC/DC 12V 40A charger.

3.2.29.3 All Vehicle batteries must have voltage cut out protection. This shall allow for a sequential gradual shut down of non-essential lighting and accessories when a Vehicle is switched off and the battery is reaching a charge level of 10%. Once the Vehicle is turned on and the battery is charging, all lighting and accessories must resume normal operation.

3.2.29.4 Provide an indicator to show the status of the auxiliary battery charge.

3.2.29.5 Provide jump start stickers to identify the positive and negative terminals as shown below.

Figure 16 Jump start stickers for auxiliary battery



3.2.30 Battery Charger Inlet

3.2.30.1 A battery charger inlet (7 Pin Heavy-Duty Round Metal Trailer Socket - Part No. 82094) is to be provided to charge all batteries to maintain optimum charge levels to support the Vehicle's operations when the vehicle is not in use.

3.2.30.2 The Vehicle's ignition shall be controlled such that the Vehicle will not start with a charger lead plugged in.

3.2.30.3 The battery charger inlet shall include LED indicators of battery charge for the main and auxiliary batteries, where:

a) A Green LED indicated full charge
b) An amber LED indicates partial charge
c) A Red LED indicates very low or no charge.

3.3 Exterior

3.3.1 Vehicle Exterior

3.3.1.1 Fit markings to Vehicle as shown in **Appendix J**.

3.3.1.2 The exterior panels of the Vehicle shall remain unaffected with the exception of the roof. All Vehicle markings are a low adhesion type to minimise damage to the paintwork when removing the markings.

3.3.1.3 The spare wheel carrier bolts are to be reversed so that they are accessed from under the Vehicle, not from above at the rear door sill area. A smooth stainless steel rear sill is to be fitted that will cover the OEM spare wheel carrier bolts and enhance stretcher loading.

3.3.1.4 Where required, and as instructed by NSWA, a frontal protection system device (bull bar) shall be installed to the front of the Vehicle.

3.3.1.5 Vehicles shall not be supplied with a rear bumper. NSWA will provide details of a supplier that will be the nominated supplier of Front and Rear Bumper Bars. The Contractor will supply and install the Front and Rear Bumper Bars, vehicle shown in Figure 17. This system is used to protect the electrical systems located at the rear quarters of the Vehicle. Factory front and reverse sensors shall be removed from the factory standard location and fitted to the front and rear protection system.

3.3.1.6 The Vehicle exhaust tip shall have an extension which runs at a right angle to curb the flow of exhaust fumes to the driver's side of the Vehicle. The tip of the exhaust must not protrude from the side of the Vehicle.

3.3.2 External Lighting and Safety Devices

3.3.2.1 The Vehicle shall have a heavy duty 2 LED work light (Alley light 120 x 110mm) (4000 lumen) at each side at the front of the Vehicle, capable of illuminating the immediate work area, and a zone of at least 6m from the Vehicle.

3.3.2.2 Four (4) round button LED lights shall be fitted to the redundant rear sensor positions on the rear bumper to illuminate the undercarriage of the stretcher, which is activated when the rear doors are open.

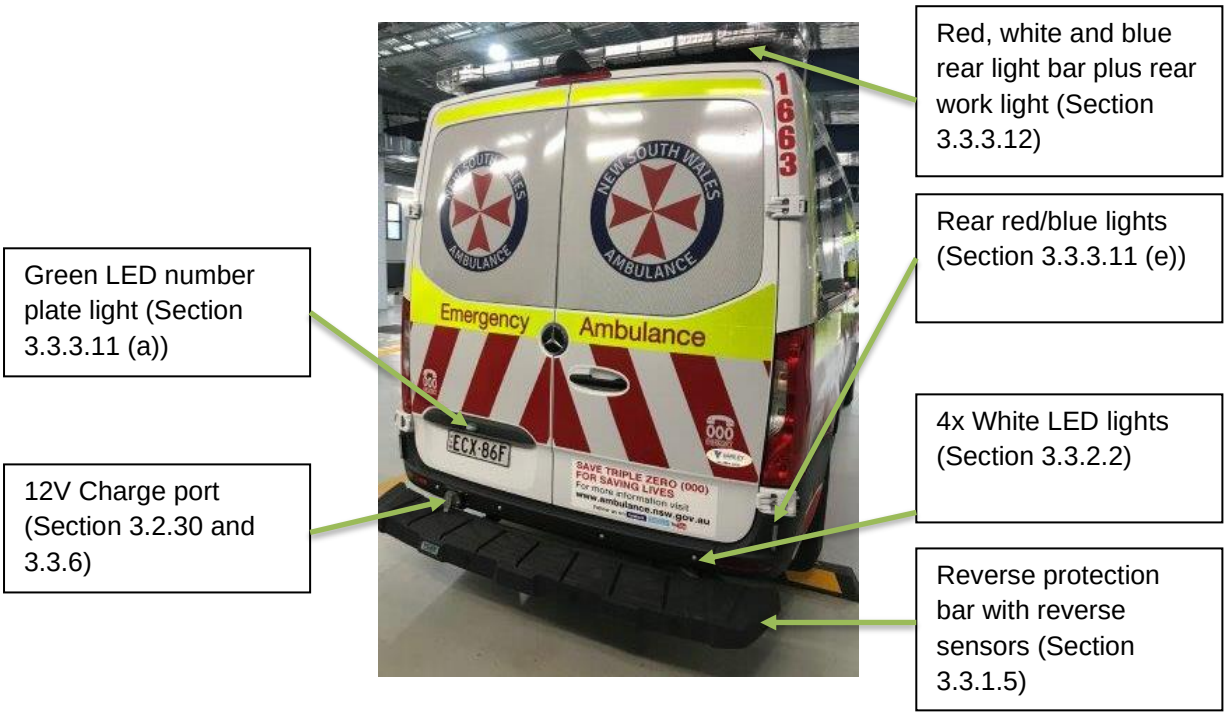
3.3.2.3 Both front and rear work lights are controlled by the panels described in Section 3.2.27 and are powered off the auxiliary battery.

3.3.2.4 An audible warning alarm shall be fitted to the Vehicle and activated when reverse gear is engaged. When the parking/headlights are activated, the audible reverse warning alarm shall be automatically deactivated and the four way hazard lights activated.

3.3.3 Emergency Warning Lights

3.3.3.1 Location and current configuration of components are shown below.

Figure 17 Emergency Warning Lights



3.3.3.2 The OEM's Vehicle lighting systems shall remain as standard systems, with the following to operate as stand-alone systems as far as practicable. Where this is not practicable, approval from NSWA is required.

3.3.3.3 The lighting system must be presented with high/low output switched by ambient lighting.

3.3.3.4 The lighting system must be a low profile LED system.

3.3.3.5 The lighting system is triggered in the following order, when the beacon switch is on:

a) Response mode: Full lighting systems

b) Scene mode: Two front and two rear warning lamps flashing, light bar operating

3.3.3.6 All lights and lightbars shall conform to the applicable SAE Standards, including J578, J595, J845 and J1889.

3.3.3.7 All coloured lens/lamps shall comply with SAE J578 colour specification, where:

a) Blue lamp shall comply with clause 1.13.3 (restricted blue)

b) Red lamp shall comply with clause 1.13.3

c) Amber lamp shall comply with clause 1.13.3

d) Green lamp shall comply with clause 1.13.3

e) White lamp shall comply with clause 1.13.3

3.3.3.8 The response lights may be required to operate continuously for long periods of time (i.e. in excess of 24 hours) and all lights supplied shall be capable of fulfilling this requirement with engine running and electrical system charging.

3.3.3.9 The mounting base for all lights and lightbars shall be capable of withstanding high-speed travel and hard braking. Associated hardware shall be suitably fabricated, be of a durable quality, incorporate corrosion resistant components and be UV stabilised.

3.3.3.10 Directional lights shall have a minimum light dispersion angle of 90 degrees left and right of the vertical centre line of the central point of the light and a minimum 10 degrees above and below the horizontal centre line of the central point of the light. All other lights shall have 360 degree visibility at 200m.

3.3.3.11 The following lights are to be fitted to the Vehicle to be operated by the Emergency Lights switch controlled by the Vehicle Management System:

a) A constant green LED light shall be installed adjacent to the front and rear number plate which will illuminate when the emergency warning devices are activated.

b) Two white flashing 6 LED lights forward facing mounted to the bull bar or the front of the bonnet (if no bull bar) (25mm x 18mm x 130mm). These must be deactivated when parking lights and/or handbrake are engaged.

c) Two red/blue intersection 6 LED lights side facing, mounted to the sides of the bull bar (only for Vehicles with a bull bar) or to the front grille (25mm x 18mm x 130mm).

d) Two red/blue 6 LED lights forward facing mounted to the top of the bonnet (25mm x 18mm x 130mm).

e) Two (2) red/blue 6 LED lights are to be attached to the bottom bumper panel at the rear of the Vehicle, one on the left hand side and one on the right hand side (25mm x 18mm x 130mm).

f) Two (2) red/blue front facing 6 LED lights mounted to the front of the bull bar (25mm x 18mm x 130mm).

g) In addition to the standards above, the lights shall comply with Amb1ECE-R65, CE, ECE-R10, IP67 and come with a five year warranty.

3.3.3.12 The front and rear lightbars shall be full-width (and no wider), fitted to the roof of the Vehicle and be operated by the Emergency Lights switch controlled by the Vehicle Management System:

a) 60” (w) x 3” (h) red/blue/white LED light bar mounted to the roof at the front and rear of the Vehicle.

b) The lights shall comply with SAE J845 Amb1, ECE-R10, IP66 and come with a five year warranty.

c) Mounting brackets to be supplied by the Contractor. The mounting shall comply with AS1235-2000 Road Vehicles – Roof Load Carriers – Roof Bars shall have the ability to mount a minimum of 3 two-way radio aerial brackets to the underside of the lamp.

d) The lens shall be made from high impact polycarbonate or similar synthetic material and shall be easily removed for servicing.

e) Each lightbar shall provide 360 degrees visibility at 200m.

f) The lightbar shall be capable of operating in high and low light modes, and be wired to operate in low light mode when the headlights are turned on.

g) Individual lighting units that make up a light bar will not be accepted.

h) Lightbar & MDT communications roof pod to be installed to factory mounting arrangements to minimise penetration and damage of the roof as shown below.

Figure 18 Rear Lightbar mounting bracket

Figure 18A Front Lightbar and MDT communications roof pod

3.3.3.13 NSWA current accepted products are listed below, however alternatives are permitted with NSWA permission:

a) Front Beacon = (CODE 3) 25-00276-C

b) Rear Beacon = (CODE 3) 25-00722-C-AV

c) Grill Lights = (CODE 3) M180-MC-RB and (CODE 3) ULTMC-RW

d) Bonnet Lights = (CODE 3) M180-MC-RB

e) Side Lights = (CODE 3) ULTMC-RB

f) Rear Lights = (CODE 3) XTP4MCRB and Work Light 72446

g) Scan Lights = (ECCO) BXLED10B-M

3.3.4 Warning Siren System

3.3.4.1 An emergency warning siren system is to be fitted to the Vehicle. The siren must automatically deactivate when the handbrake is engaged or the Vehicle ignition is turned off.

3.3.4.2 The siren system shall comprise of dual 100 watt speakers and control box.

3.3.4.3 The siren speaker is to be fitted to a front of the Vehicle (or bull Bar if fitted) in adherence with ADR. Dual sirens are fitted to Vehicles with Bull Bars. The sirens must be mounted in a manner which does not restrict the airflow across the engine radiator and does not compromise the air bag release systems.

3.3.4.4 Electronic siren amplifiers shall comply with SAE J1849. Certification of the electronic siren, including the loudspeaker, shall be supplied to NSWA by the Contractor.

3.3.4.5 The siren shall be capable of operating in the following modes (as defined in SAE J1849):

a) Wail

b) Yelp

c) Alternating – High/Low frequency with a cycle rate of approximately 60 cycles per minute

3.3.4.6 The siren on/off function and tone change function is to be controlled by from the Vehicle Management System in accordance with Section 3.2.27 and 3.2.1.

3.3.4.7 The speaker shall be compatible with the electronic siren system amplifier and not affect the performance of the siren regardless of which speaker is used.

3.3.4.8 The speakers shall be of a type that offer the most forward projection of sound with the least noise transmitted into the cabin of the Vehicle. NSWA current model is the Code 3 C3100 speaker, though alternatives are permitted with the approval of NSWA.

3.3.4.9 Noise levels shall not exceed 85dBA inside the Vehicle when the siren is operated.

3.3.4.10 The siren speaker mounting bracket shall be capable of withstanding high-speed travel and hard-braking and shall be suitably fabricated of durable quality, incorporate corrosion resistant components and be UV stabilised.

3.3.5 External Steps

3.3.5.1 Location and current configuration of component is shown below.

Figure 19 External steps

3.3.5.2 A step system on the left-hand side of the Vehicle at the side entry door shall be fitted with a width at least as wide as the door opening and a fully open tread depth of 220mm. The step, when extended, shall reach a position approximately half way between the ground and the existing Vehicle step and shall have a safe working load no less than 200kg.

3.3.5.3 On the All Wheel Drive Mercedes Sprinter models, and as advised by NSWA, entry and exit steps shall be supplied and fitted to assist the driver and front passenger in Vehicle entry and exit.

3.3.5.4 All steps shall be of a robust and sturdy design and all step areas shall meet the Australian Standard for slip resistant surfaces (e.g. a minimum R10 rating according to AS4586). High visibility, non-slip, yellow marking, not less than 50mm in profile shall be applied to all the step edges. The steps must be labelled with a “maximum weight” sticker. Vehicle sill protectors (as shown in Figure 19) will also be used.

3.3.5.5 Provide edge protection to prevent injury.

3.3.6 External 12v Charging System

3.3.6.1 The left hand side of the Vehicle shall be fitted with an external 12V charging port at the rear of the Vehicle with a battery charge indicator (shown in Figure 17). The purpose of the charging port is to charge the main and auxiliary batteries (and Alpine battery, if fitted) and ELK. The Vehicle will be connected to a 12V 25 A wall-mounted battery charger.

3.3.6.2 When the Vehicle is being charged, the Vehicle starting circuit must be isolated. This will prevent the Vehicle be driven off whilst the charging plug is attached. See Section 3.2.30 for further details.

3.4 Rural Vehicles

3.4.1.1 The specification between Metropolitan and Rural Vehicles is identical except for the following additional requirements for Rural Vehicles:

- Frontal protection system (bull bar) with built in fog, running, parking and indicator lights.
- Two LED driving lights as described in Section 3.4.1.3 below.
- Two sirens (i.e. one additional, as per Section 3.3.4).
- Two (2) red/blue front facing 6 LED lights.

3.4.1.2 The frontal protection system shall;

a) Be of lightweight design with the ability to flex to absorb the energy of impact and rebound into shape after impact.

b) Be designed so as not to impede any of the Vehicles safety features, e.g. parking sensors, cameras, braking systems, air bag deployment, etc. or impact the Vehicles ANCAP safety rating.

c) Accommodate 2 aerial mounts.

3.4.1.3 Two (2) 7" 90W 18 CREE LED IP67, forward facing driving lights shall be installed on the bull bar at the front of the Vehicle. These lights shall meet the mounting and bracketing requirements of Section 3.3.3.

3.5 Alpine Vehicles

3.5.1 The specification for the Alpine Vehicle is identical to the Rural Vehicle, except for the following additional requirements:

- Installation of a third battery, and associated wiring/charging system, to maintain the continuous operation of the heater while vehicle is not in use e.g at home on –call. (The internal Vehicle temperature shall be maintained at a minimum of 22^{o} Celsius at all times.)
- Additional insulation is installed throughout the vehicle to assist with heat retention.

3.5.2 AWD Vehicles

- The addition of steps adjacent to the Driver and Passenger doors to assist with entry and exit as per Section 3.3.5.

3.6 Balloon Pump Lifter

3.6.1 Location and current configuration of component is shown below.

Figure 20 Balloon Pump Lifter

3.6.2 Balloon pump lifters shall be installed in a small number of Vehicles behind the Attendant's seat. A separate price shall be submitted in the Payment Schedule for the fitting of balloon pump lifters.

3.6.3 Associated 12v wiring and 1500watt inverter shall be hard wired to the Vehicle electrical system and an extra 240V A/C twin GPO with a 10ma RCD power point installed in the vicinity of the balloon pump lifter, with the same requirements as the GPO described in Section 3.2.28.

3.6.4 These Vehicles shall be supplied to the Contractor with the factory rear bumper and shall not include a new rear protection system.

3.7 Provision of Manuals

3.7.1 Operator's Manual

3.7.1.1 The Contractor shall provide each commissioned Vehicle with an A5-sized operator's manual, including instructions in the operation of the Vehicles fit-out systems, subsystems and components.

3.7.2 Service Manual

3.7.2.1 The Contractor shall provide NSWA a service manual no later than 20 days after commencement of the Contract.

3.7.2.2 The service manual shall include the repair and overhaul of the Vehicle Fitout and its components, illustrated with annotated images and diagrams where required for clarity and including a full parts list. It should cover the full Services carried out by the Contractor.

3.7.3 Service Bulletins

3.7.3.1 The Contractor shall provide Service Bulletins as required throughout the life of the design, for distribution to NSWA staff and contractors to advise of modifications, fault rectification etc.

4 Specification – Amb4 Vehicles

4.1 General

4.1.1 This class of Vehicle covers 4-wheel drive, emergency transport ambulances. These are currently made up from Toyota Landcruiser Troop Carrier and All Wheel Drive Vehicles.

4.1.2 A revision of the Vehicle platform is currently underway with consideration of 5 year lease periods. The new Vehicle platform will have a similar specification, as set out below.

4.1.3 The specific requirements detailed in the section relate to the Toyota Landcruiser Troop Carrier base Vehicle which is no longer being supplied. The requirements are provided as a basis for preparing prices but are subject to change depending on the base Vehicle selected. Prices based on the requirements in this section shall be varied to the extent that the final Amb4 Vehicle specification differs to the requirements detailed below. See Section 1.3.1.3 for further details.

4.1.4 NSWA is currently considering trialling Toyota LandCruiser 200 series GX (refer Appendix L for the Toyota LandCruiser 200 GX scope). Unless stated otherwise, Equipment, componentry and functional layout of the interior in this section shall meet the performance and quality requirements of the Amb1 Vehicles described in Section 3. Exact locations, Equipment and dimensions of storage required shall be determined once a new base Vehicle has been selected by NSWA.

4.1.4.1 Specifically, for pricing purposes, the requirements of the following sections shall be assumed to apply unless otherwise described within this Section 4:

a) 3.2.1 – Driver/Passenger Cabin
b) 3.2.2 – Floor and Floor Covering
c) 3.2.5 – Attendants Rear Storage Shelf – quality standard but not configuration
d) 3.2.6 – Right Hand Side Wall Penal – quality standard but not configuration
e) 3.2.7 – Overhead Lockers
f) 3.2.9 – Medical Oxygen – quality and function but not quantity, location or configuration
g) 3.2.10 – Sphygmanometer – quality and function but not location or configuration
h) 3.2.11 – IV Fluid Holders
i) 3.2.13 – Seats – Attendant seat only (Resuscitation seat not required)
j) 3.2.14 – Stretcher
k) 3.2.15 – Equipment Restraint System
l) 3.2.16 – Heater
m) 3.2.17 – Interior Lighting – quality and function but not location or configuration
n) 3.2.18 – Clock
o) 3.2.19 – Fire Extinguisher
p) 3.2.20 – Workstation
q) 3.2.21 – Interior Roof Lining
r) 3.2.22 – Grab Handles
s) 3.2.23 – Curtains and Windows
t) 3.2.24 – Child Restraint Anchorage Point
u) 3.2.25 – Sound Insulation
v) 3.2.26 – Communication
w) 3.2.27 – Vehicle Management System
x) 3.2.30 – DC/DC Charger
y) 3.3.1 – Vehicle Exterior – quality standard, but with different markings, as shown in **Appendix J**.
z) 3.3.2 – External Lighting and Safety Devices
aa) 3.3.3 – Emergency Warning Lights – quality standard but not configuration
bb) 3.3.4 – Warning Siren System
cc) 3.3.5 – External Steps

dd) 3.3.6 – External 12V Charging System

4.1.5 The Contractor shall include design costs and building of a prototype as part of the design process in the Payment Schedule in order to finalise the specification for these Vehicles.

4.1.6 The Vehicle will be supplied with all standard manufacturer's features and also include a winch, bull bar and tow ball.

4.1.7 This Specification should be read in conjunction with Sections 1 and 2.

4.1.8 External Vehicle images are supplied in **Appendix J**.

4.2 Interior

4.2.1 Driver / Passenger Cabin

4.2.1.1 Attached to the right hand side base of the passenger seat there shall be a suitable storage console similar to that shown in Figure 2. This unit shall be constructed from durable material. The purpose and contents of the console shall be the same as the equivalent Amb1 console described in Section 3.2.1.

4.2.2 Patient Compartment

4.2.2.1 Location and current configuration of components are shown below.

Figure 21 Layout of Amb4 Patient Compartment

4.2.2.2 On the right hand side of the Vehicle, at the rear, there shall be a lower storage cabinet and storage space for two (2) D sized oxygen cylinders.

4.2.2.3 There shall be a C / CD sized oxygen cylinder storage bracket fitted behind the driver's compartment. The cylinders shall be securely stored in an easily accessible area (shown in Figures 22 and 23).

4.2.2.4 On the right hand side of the Vehicle, there shall be an upper storage locker which runs the length of the patient compartment. This shall comprise of an oxygen panel, oxygen Equipment, suction canister, storage locker and an overhead locker.

4.2.2.5 A clock/timer shall be located within the oxygen panel.

4.2.2.6 A suction pump shall be located within the right hand side lower storage locker. The activation switch is to be mounted beside the attendant's seat, allowing for attendant activation from a seated, restrained position.

4.2.2.7 Behind the attendant's seat, there shall be storage for one first aid kit, one Oxy kit and one medication kit. These pieces of kit shall be securely stored, yet easily removed from the Vehicle. Dimensions of items are listed in **Appendix H**.

4.2.2.8 All original trim panels and seat are to be removed and stored. There shall be a robust material used to replace the trim panels. All panels must comply with NSWA Infection Control Guidelines as detailed in **Appendix A**.

4.2.2.9 A work station shall be installed adjacent to the left side door, in front of the attendant's seat. This work station shall comprise of two (2) drawers, and one (1) lower fold down door.

4.2.2.10 The top of this workstation shall have space to securely store a defibrillator, and house suitable restraints for the defibrillator. Dimensions of the defibrillator are listed in **Appendix H.**

4.2.2.11 The side of this workstation shall have storage space for three (3) boxes of gloves, and one (1) sharps container.

4.2.2.12 The workstation shall have a replaceable top, which is to be replaced as required.

4.2.3 Medical Oxygen

4.2.3.1 Location and current configuration of components are shown below.

Figure 22 Amb4 – Medical Oxygen

4.2.3.2 The Vehicle shall be fitted with piped medical oxygen via two (2) D sized cylinders.

4.2.3.3 There shall be one oxygen outlet fitted in the rear of the Ambulance to the front right hand side of the Patient compartment, on the oxygen panel. These should be identified as “medical oxygen”.

4.2.3.4 Adequate space shall be provided to fit an oxygen flow meter.

4.2.4 Attendant’s Seat

4.2.4.1 There will be a forward facing attendant’s seat fitted in the rear of the Vehicle on the left hand side of the Vehicle. The seat is to be positioned near the centre of the stretcher.

4.2.4.2 The single seat must have the features as described in Section 3.2.13.

4.2.4.3 Around the head area of the seat, there shall be sufficient padding to protect the Paramedic’s head from contacting any hard surface.

4.2.4.4 The Contractor will ensure that the seat base, seat anchorage points, seat belt and seat belt anchorage points, fully comply to all relevant Australian Standards.

4.2.5 Stretchers

4.2.5.1 Location and current configuration of components are shown below.

Figure 23 Current Amb4 Stretcher Locks (subject to change in the future)

4.2.5.2 For pricing purposes, the stretcher requirements should be assumed to be a non-powered drop leg (manual) stretcher. The fitment of the stretcher locking mechanism must meet current applicable ADRs.

4.2.5.3 A stretcher loading ramp may be required to be fitted to the rear of the Vehicle to aid the loading of the stretcher. The rear right door is to be fitted with a gas strut at the base of the door.

4.2.6 Air Conditioning

4.2.6.1 The Vehicle will be supplied with factory fitted Air Conditioning system. The Contractor shall connect into the existing air conditioning ducting system and install a duct to the rear patient compartment.

4.2.7 Curtains and Windows

4.2.7.1 The Contractor shall supply and install patient compartment curtains between the patient compartment and the driver as per the Amb1 requirements in Section 3.2.23.1 - 3.2.23.3.

4.2.7.2 The curtains shall be easily removed, non-porous and easily cleaned. NSWA shall approve the material type and colour.

4.2.7.3 Darkest legal window tint is to be supplied and installed to all windows except the windscreen. Patient compartment tinting shall prohibit visibility from outside to inside the Vehicle. Tinting material must not be of a metallic composition.

4.2.7.4 Window frosting is to be supplied and installed to the rear compartment windows, two on the left side, one on the right rear side and two rear doors with a combination of stripe and solid lines, it shall prohibit visibility from outside to inside of the Vehicle.

4.2.7.5 The Contractor shall supply and fit a Vehicle “height sticker” to the Vehicle windscreen clearly visible to the driver without becoming a safety hazard.

4.2.8 Fire Extinguishers

4.2.8.1 The Contractor shall supply and fit one (1) fire extinguisher. It will be 1kg dry powder in nature, complying with applicable Australian Standards, including AS1841.5. The extinguisher shall be mounted at the base of the driver’s seat, on the forward surface in the front cabin closest to the door. The extinguishers shall be secured in accordance with applicable Australian Standards, including AS4535-1999, with a minimum lifespan of 4 years.

4.2.9 Interior Lighting

4.2.9.1 Interior lighting shall meet the performance requirements of Section 3.2.17 though the location and number of light fittings may be modified, including entry and exit lights, map lights provided to Attendant and Passenger seats (capable of emitting both red and white light), and overall light levels in the patient compartment.

4.2.9.2 All interior light in the patient compartment shall consist of LED lighting with full and low level lighting functionality and shall be housed in the same fixture. Consideration will be given to coloured low level lighting of red or green in place of low level (dimmed) white light.

4.2.9.3 There shall be two LED light fixtures directly above the stretcher to meet the requirements of Section 3.2.17.4.

4.2.10 Electrical

4.2.10.1 The specific electrical requirements will be determined once the base Vehicle is selected. For pricing purposes, electrical requirements similar to the Amb1 Vehicles should be assumed.

4.2.10.2 An audible warning device shall be fitted to the Vehicle and activated when reverse gear is engaged. When the parking lights are activated, the audible warning device shall be automatically replaced by the four way hazard lights.

4.2.11 Communication Equipment

4.2.11.1 In addition to the requirements set out within Section 2.2.8, a mounting bracket for a HF radio antenna is to be installed on the left hand side of the bulbar. The bracket will be supplied by NSWA.

4.2.11.2 For pricing purposes, the requirements of Sections 3.2.1 and 3.2.26 can be assumed to apply.

4.2.11.3 The current arrangement is shown below.

Figure 24 Amb4 Front Dash Communication Equipment

4.2.12 Vehicle Management System

4.2.12.1 ECCO Vehicle Management System shall supplied and included within all Vehicles.

4.2.12.2 Control panels shall be required on the main dashboard and strategically located throughout the Vehicle's interior to provide easy access for personnel. Locations of current control panels in the patient compartment are shown below:

Figure 25 Amb4 VMS Control Panels

4.2.13 Auxiliary Battery

4.2.13.1 The current Vehicle is provided with a 12 volt deep cycle battery as auxiliary power. The auxiliary circuit shall be totally independent of the base Vehicle's power supply. When the engine is running, the alternator will charge both batteries as required.

4.2.13.2 In the event that the main battery is in a state of discharge, there shall be provision to manually engage the auxiliary battery.

4.2.13.3 The Contractor shall supply and install a momentary auxiliary switch located on the Vehicle's dash. The switch shall be clearly marked "AUX START."

4.2.13.4 The Contractor shall supply and install a momentary override switch, to be used in the event of the charge port being damaged, ensuring the Vehicle ignition system remains operational. The switch shall be in a discrete location as agreed by NSWA and clearly marked "Override Switch"

4.2.14 12 Volt Power Outlets

4.2.14.1 The Vehicle shall have a Cannon plug Part Number MS3102E20-19S and Hella Plug 2741 fitted on the right hand side wall in the top rear corner (visible in Figure 22). The plug will be wired with heavy duty cable directly to the auxiliary battery, including the earth wire. There shall be a 25 Amp circuit breaker fitted in the positive cable in an easily accessible area.

4.2.14.2 The Contractor shall supply and install one 12 volt charging port with integrated USB port with a minimum of 3.0 specification capable of delivering 1.5 amps adjacent to the rear attendant seat wired to ignition power**.**

4.3 Exterior

4.3.1 Vehicle Exterior

4.3.1.1 All exterior panels of the Vehicle shall remain unaffected by the Ambulance conversion with the exception of the roof and the side door for the Toyota Landcruiser. All Vehicle markings are a low adhesion type to minimise damage to the paintwork when removing the markings.

4.3.2 Side Door

4.3.2.1 The Contractor shall supply and fit a side opening door to the left hand, passenger side of the Vehicle, between the front passenger door and rear wheel arch. The door shall have a fixed window fitted and must match the appearance of the remaining windows and doors.

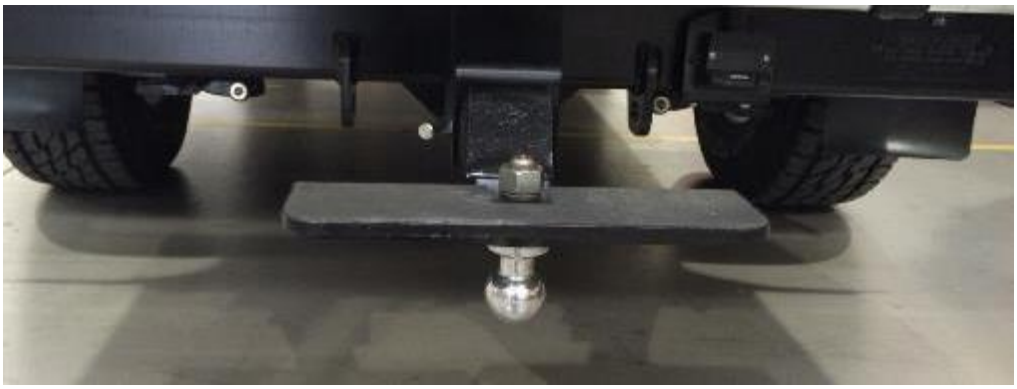
4.3.2.2 The door shall have the same functions as the original Toyota doors, shall be of a similar width and shall be paired into the standard keyless remote central locking system. An appropriate grab handle is to be fitted to permit easy entry and exit through this door that fits the requirements of Section 3.2.22.

4.3.2.3 The door shall fully comply with all relevant Australian Design Rules and shall be included in the second stage manufacturer's compliance plate.

4.3.3 Side Door Step & Rear Towbar Step

4.3.3.1 Location and current configuration of these components are shown below.

Figure 26 Amb4 Side Door and Rear Towbar Step



4.3.3.2 The Contractor shall supply and install a side entry step consisting of an anti-slip resin material painted in safety yellow (top picture). The step shall be deep enough to aid embarking and disembarking of the Vehicle and not less than 50mm in profile.

4.3.3.3 The Contractor shall supply a removable rear step utilising the towbar tongue (bottom picture). The step shall be deep enough to aid embarking and disembarking of the Vehicle and not less than 50mm in profile.

4.3.3.4 Both steps shall be clearly marked with their safe working load.

4.3.3.5 The Contractor shall supply and install a “watch your step” sticker.

4.3.3.6 The additional steps must comply with all relevant Australian Design Rules.

4.3.4 Equipment Roof Pod

4.3.4.1 The Contractor shall remove and reinstall the roof pod. The pod currently houses the stokes litter, scoop stretcher, spine board, external lighting and communication aerials.

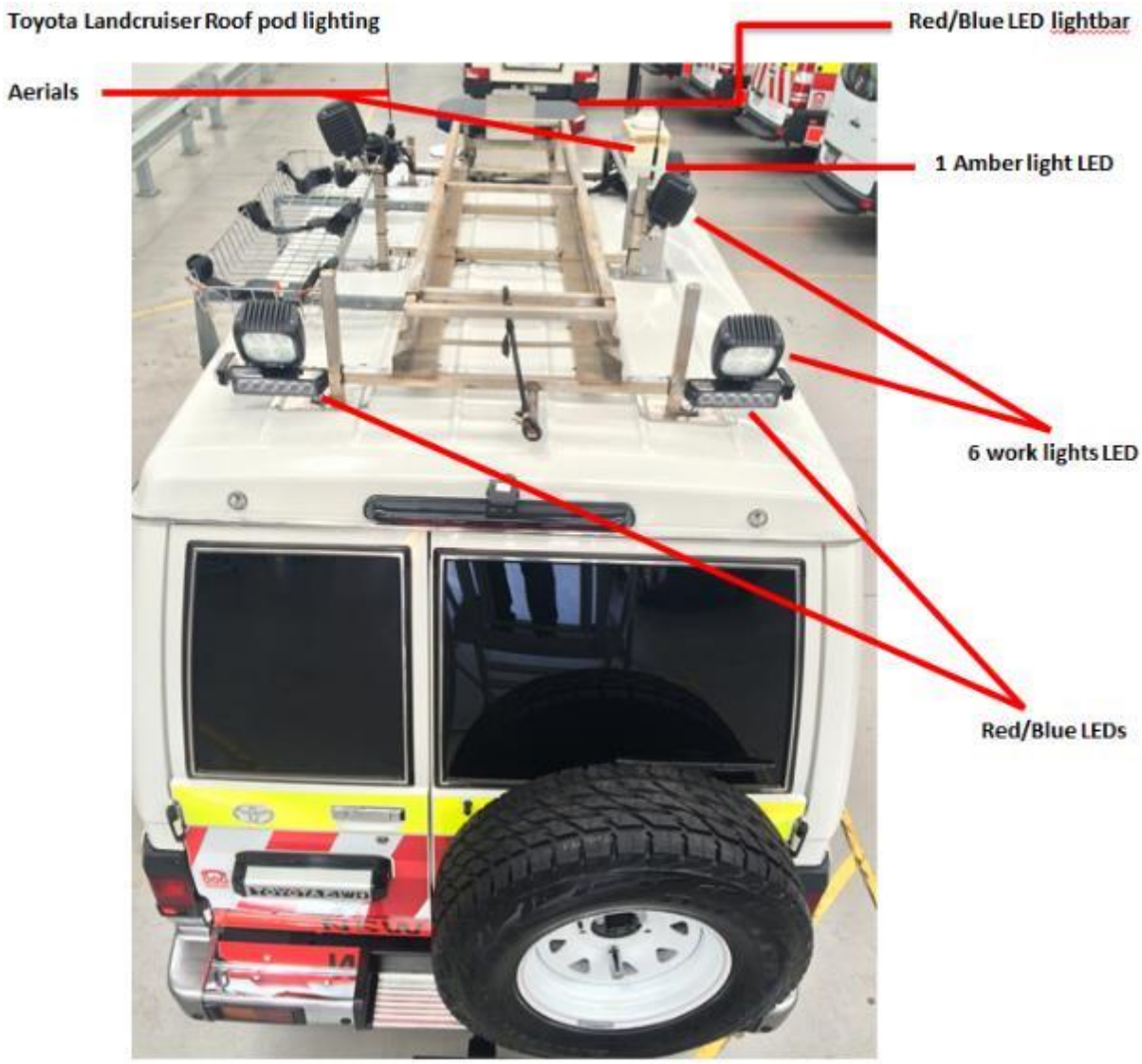
4.3.4.2 The Contractor shall install a stokes litter safety catch supplied by NSWA (if not fitted).

4.3.4.3 The Contractor shall supply and install a safety yellow handle that meets the requirements of Section 3.2.22 to aid with accessing the roof pod from the rear of the Vehicle. It shall be robust in design and secured to the pod frame.

4.3.5 Exterior Lighting

4.3.5.1 Location and current configuration of components are shown below.

Figure 27 Amb4 Roof Pod Lighting



4.3.5.2 The Contractor shall supply and install lighting located on the Roof Pad Pod as follows:

a) two forward facing LED lights (one red one blue), two red side facing LEDs towards the rear, two red/blue rear facing LED lights, two forward facing, two side facing and two rear facing white work/scan lights.

b) a 23 inch Red & Blue LED lightbar

c) one upward facing flashing amber LED light fixed to roof pod in an unobstructed position and must operate with emergency lights.

d) six LED work/scan lights to the roof pod (if not pre-existing LED), the two rear work-lights must also automatically operate while reverse gear is engaged to aid with visibility at night.

4.3.5.3 Suitable exterior LED work lamps shall be fitted at the sides of the Vehicle at the highest practical point to give effective illumination.

4.3.5.4 Suitable exterior LED work lamps shall be fitted to the rear of the Vehicle at the highest practical point to give effective illumination.

4.3.5.5 Rear LED lights shall also illuminate when reverse gear is engaged.

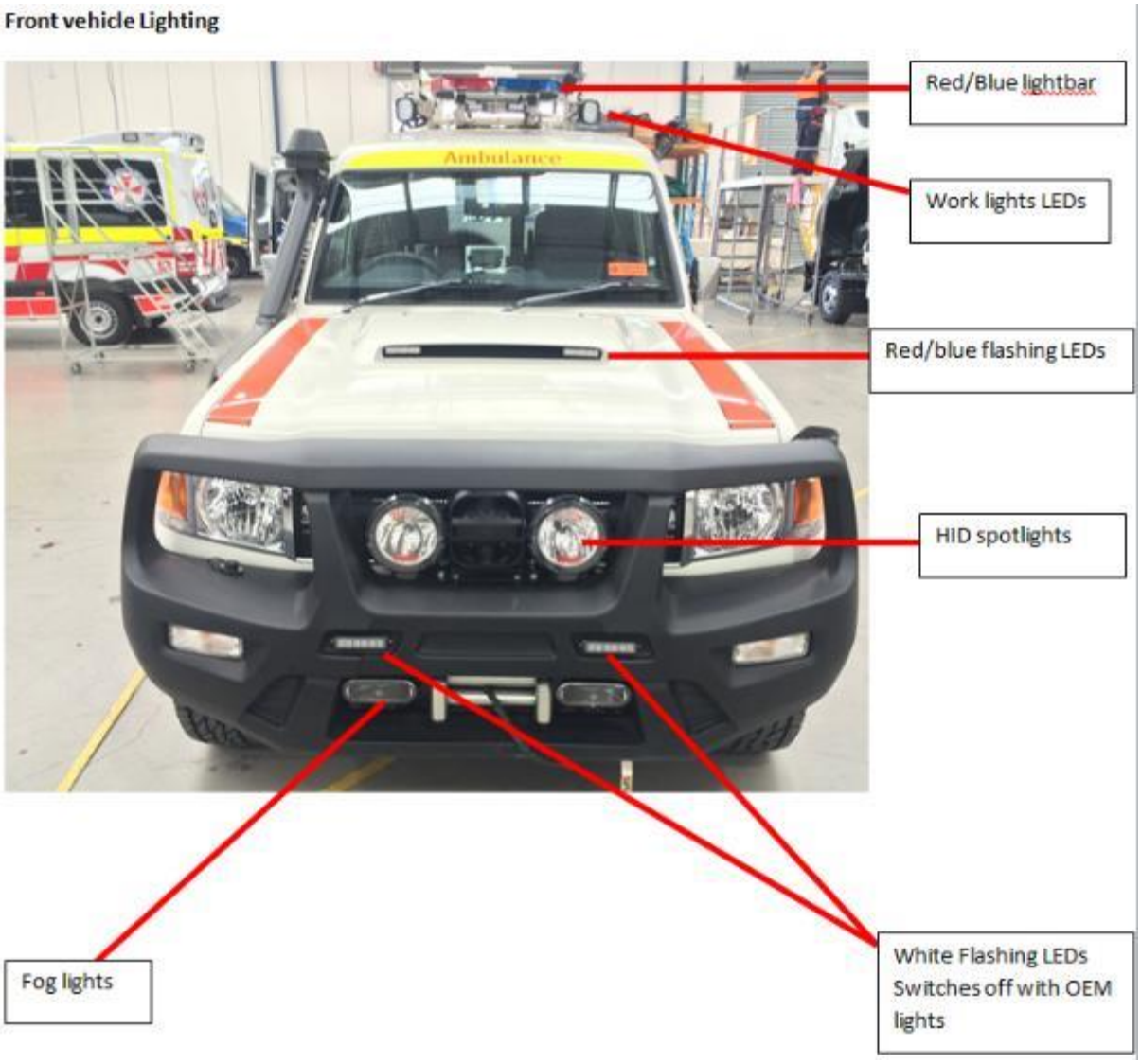
4.3.5.6 An amber LED light shall be fitted to the roof pod facing vertical, for the purpose of helicopter landing guidance.

4.3.5.7 A set of HID or LED driving lights are to be fitted to the front of the Vehicle, mounted on the bulbar.

4.3.5.8 LED lights are to be installed on the driver and passenger doors to illuminate the floor when the door is open.

4.3.5.9 The front view of the lights described above is shown below.

Figure 28 Amb4 Front Lighting



4.3.5.10 All emergency lights shall meet the quality and performance standards required by Section 3.3.3.

4.3.6 Warning Siren System

4.3.6.1 The Warning Siren System shall meet the requirements of Section 3.3.4.

5 Multi Purpose Vehicles (MPV)

5.1.1.1 These Vehicles are modified to carry the severely obese. These Vehicles have extra-wide interiors and carry "bariatric stretchers" and specialized lifting gear that is capable of carrying very large patients.

5.1.1.2 These are split into two categories, up to 300kg (10 off) and up to 500kg (2 off).

5.1.1.3 These Vehicles require special consideration to include the following features;

- Oversized wheelchair
- Hover mats
- 500kg stretcher
- More Attendant seats
- More medical Equipment

The specification for these is as per the Mercedes Sprinter with any modifications agreed prior to commencement of this Vehicle type. For pricing purposes, the Contractor shall assume a minimum fit out requirement similar to that of the Mercedes Sprinter Metropolitan specification and shall undertake design work to further develop the requirements for these Vehicles as the need arises and by instruction from NSWA. NSW Ambulance – Vehicle Builds Conversion, Commissioning and Decommissioning.

Appendices

Appendix A – Infection Control Guidelines

Appendix B – Industry Briefing Note

Appendix C – Summary of Commissioning and Decommissioning Requirements

Appendix D – NSWA Quality Assurance Checklist for Commissioned Vehicles

Appendix E – Initial Decommissioning Vehicle Condition Assessment Checklist

Appendix F – Post Decommissioning Roadworthy Inspection

Appendix G – Source and Reuse of Fit-out Items

Appendix H – Principal Supplied Equipment

Appendix I – Amb1 Equipment and Consumable Checklist - Form 341

Appendix J – Vehicle Markings

Appendix K – Final Completion Criteria

Appendix L – Toyota LandCruiser 200 GX Scope

Appendix A Infection Control Guidelines

Infection Prevention and Control Policy

Summary This Policy Directive outlines practices required to minimise the risk of patients, visitors, volunteers and health workers (HWs) acquiring a healthcare associated infection, multi-resistant organism colonisation or communicable disease.

Document type Policy Directive

Document number PD2017_013

Publication date 07 June 2017

Author branch Clinical Excellence Commission

Branch contact (02) 9269 5603

Replaces PD2007_036;PD2010_058;PD2009_030;PD2007_084;PD2005_414

Review date 07 June 2022

Policy manual Not applicable

File number D17/2444

Status Active

Functional group Clinical/Patient Services - Medical Treatment, Nursing and Midwifery
Personnel/Workforce - Industrial and Employee Relations
Population Health - Communicable Diseases, Infection Control

Applies to Affiliated Health Organisations, Board Governed Statutory Health Corporations, Cancer Institute, Chief Executive Governed Statutory Health Corporations, Community Health Centres, Dental Schools and Clinics, Environmental Health Officers of Local Councils, Government Medical Officers, Local Health Districts, Ministry of Health, NSW Ambulance Service, NSW Health Pathology, Private Hospitals and day Procedure Centres, Public Health System Support Division, Public Health Units, Public Hospitals, Specialty Network Governed Statutory Health Corporations

Distributed to Divisions of General Practice, Environmental Health Officers of Local Councils, Government Medical Officers, Health Associations Unions, Ministry of Health, NSW Ambulance Service, Private Hospitals and Day Procedure Centres, Public Health System, Tertiary Education Institutes

Audience All staff from NSW Health Organisations; Affiliated Health Organisations; NSW Ministry of Health

Secretary, NSW Health

This Policy Directive may be varied, withdrawn or replaced at any time. Compliance with this directive is mandatory for NSW Health and is a condition of subsidy for public health organisations.

NSW GOVERNMENT Health
POLICY STATEMENT

INFECTION PREVENTION AND CONTROL POLICY

PURPOSE

The primary purpose of the NSW Health Infection Prevention and Control Policy is to provide leadership to NSW Health Organisations (including Affiliated Health Organisations) on how to effectively prevent, manage and control healthcare associated infections (HAIs), in order to minimise the adverse health impacts on patients treated within health care and reduce the burden of HAIs.

MANDATORY REQUIREMENTS

Local infection prevention and control documents are to align with the principles outlined in this Policy Directive and are consistent with the principles and practices outlined within the NSW Infection Prevention and Control Practice Handbook (this will be referred to as 'Handbook')

IMPLEMENTATION

NSW Public Health Organisations (PHOs) provide the mandatory requirements and the governance structure for the implementation of this Policy Directive to reduce the risk of healthcare associated infections (HAIs).

Clinical Excellence Commission

- Provides tools to support the implementation, monitoring and evaluation of this policy
- Maintains currency of the NSW Infection Prevention and Control Practice Handbook.

Health Education and Training Institute

- Provides educational resources to support the implementation and compliance with this policy.

Chief Executive of Local Health District and Specialty Health Network

- Assigns leadership responsibility, personnel and resources to implement and comply with this policy.

Directors of Clinical Governance

- Ensure that this policy is communicated to all managers and health workers
- Ensure local infection prevention and control programs and systems are in place
- Monitor and provide regular reports on the progress and outcomes of the infection prevention and control program
- Monitor, evaluate and address issues with compliance with this policy.

Clinical leaders and senior managers

- Implement and evaluate local infection prevention and control systems.

Infection prevention and control professionals

- Provide leadership in infection prevention and control surveillance and reporting
- Provide advice on infection prevention and control within their health organisation
- Provide leadership in the management of HAIs or other transmission risks and in the communication of these risks to health workers, patients, volunteers, carers and visitors.

Health Workers

- Comply with the requirements of this policy.

REVISION HISTORY

Version	Approved by	Amendment notes
June 2017 (PD2017_013)	Deputy Secretary, Governance, Workforce and Corporate	Updated and amalgamation of the following policies: • PD2005_414 Infection Control Program Quality Monitoring • PD2007_036 Infection Control Policy • PD2007_084 Infection Control Policy Prevention and Management of Multi-Resistant Organism • PD2009_030 Infection Control Policy – Animals as Patients in Health Organisations • PD2010_058 Hand Hygiene Policy.

ATTACHMENTS

1. Infection Prevention and Control Policy: Procedures.

Infection Prevention and Control Policy

NSW GOVERNMENT Health

PROCEDURES

Issue date: June-2017

PD2017_013

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1 BACKGROUND

1.1 About this document

This Policy Directive outlines the mandatory infection prevention and control requirements for NSW Public Health Organisations. This policy must be read in conjunction with the NSW Infection and Prevention Control Practice Handbook. [1]

1.2 Scope

This Policy Directive must be implemented within NSW Health Organisations.

The scope of this policy includes:

- Requirements for the infection prevention and control program
- Strategies for the prevention and management of HAI including those caused by multi drug resistant organisms (MROs) and communicable diseases
- Reprocessing of reusable medical devices
- Direction on governance and quality monitoring (surveillance)
- Infection prevention and control incidents and risk
- Standard and transmission based precautions
- Outbreaks of transmissible infections and communicable diseases
- Handling of animals as patients.

The handling and management of body substances and cytotoxic waste i.e. body substances and any discarded materials containing unmetabolised or residual cytotoxic medication is outside the scope of this policy. Guidance on this is provided in NSW Health *Waste Management Guidelines for Health Care Facilities PD2005_132* and *High Risk Medicines Management Policy PD2015_029*.[1]

1.3 Key Definitions

Airborne precaution	A transmission-based precaution used to interrupt transmission from patients known or suspected to be infected with agents transmitted person-to-person by the airborne route [2].
Alcohol based handrub (ABHR)	An alcohol-containing preparation (gel, foam or liquid) designed for reducing the number of viable microorganisms on dry, unsoiled hands.
Alert/De-Alert	Enabling of an electronic communication warning 'flag' that indicates MRO colonisation or infection in a patient's clinical records. De-Alert is the inactivation of the electronic infection control Alert (flag).
Antimicrobial	A chemical substance , usually a medicine, that inhibits or destroys bacteria, viruses fungi or protozoa [1] [3]

[1] Section 4: NSW Infection prevention and Control Practice Handbook, Principles for NSW public health organisations [1]

Antimicrobial stewardship	An ongoing program within a health organisation for judicious antimicrobial use in order to improve patient outcomes, ensure cost-effective therapy and reduce adverse sequelae of antimicrobial use, including antimicrobial resistance [4].
Aseptic technique	Aseptic technique consists of a set of practices aimed at minimising contamination and is particularly used to protect the patient from infection during clinical procedures. The five essential principles of aseptic technique are sequencing, environmental control, hand hygiene, maintenance of aseptic fields and personal protective equipment (PPE). While the principles of aseptic technique remain constant for all procedures, the level of practice will change depending upon a standard risk assessment [2].
Body substance	Body substance is used rather than body fluid to emphasise the need for precautions to prevent contact with solid tissue and faeces as well as blood (including dried blood) and body fluids. This does not include intact skin, hair and sweat.
Cleaning	The removal of visible soil (e.g. inorganic and organic material) from objects and surfaces and is normally accomplished manually or mechanically using water with detergents or enzymatic products [5]
Clinical governance	A clearly defined framework of accountability at all levels in an organisation for continuously improving the quality of their service and safeguarding high standards of patient care [6].
Colonisation	A person has a specific pathogenic organism, usually a multi-resistant organisation (MRO) on or in the body without the production of an immune response or disease. [2]
Contact	The touching of any patient or their immediate surroundings or performing any procedure on a patient. [2]
Contact precaution	A transmission-based precaution used to interrupt the transmission of infectious agents that are spread by direct or indirect contact with the patient or the patient's environment [2].
Critical items	A medical device that comes into contact with blood or normally sterile tissue and that must be sterile at the time of use. Note: a critical medical device confers a high risk of infection if it is contaminated with microorganisms. [7]
Droplet precaution	A transmission-based precaution used to interrupt droplet transmission occurring from patients known or suspected to be infected with agents transmitted person-to-person by respiratory droplets [2].
Fit check	A check to ensure that the P2 / N95 mask is fitting each time it is put on [2].
Functional area	A discrete location in a PHO that is designated for the delivery of patient services e.g. Intensive Care Unit, Emergency Department, Cancer Centre, Outpatient Clinic, Pharmacy, Physiotherapy Department, Dialysis Unit.
Hand hygiene	A general term applying to processes aiming to reduce the number of microorganisms on hands. This includes application of a waterless antimicrobial agent (e.g. ABHR) to the surface of dry unsoiled hands; or use of soap / solution (plain or antimicrobial) and running water (if hands are visibly soiled), followed by patting dry with single-use towels [2].

Health Worker HW(s)	Refers to all staff delivering or supporting healthcare services in a public health organisation. Any person employed or contracted by a NSW Health agency either on a permanent, temporary, casual, volunteer or agency basis.
Healthcare associated infection (HAI)	Refers to infections acquired in healthcare facilities and infections that occur as a result of healthcare interventions and which may manifest after people leave the healthcare facility [2].
Key part	Key parts are those parts of equipment / instruments / consumables that if contaminated by infectious material increases the risk of infection. Contamination may occur by direct or indirect contact with the key site(s), other key-parts, or liquid infusions. [2]
Key site	Is the area on the patient that must be protected from pathogenic microorganisms. Key Sites are medical device access sites, surgical sites or open wounds. [2]
Monitor	To check, supervise, observe critically, or record the progress of an activity, action or system on a regular basis in order to identify change.
Negative pressure room	A single-occupancy patient-care room used to isolate persons with a suspected or confirmed transmissible airborne communicable disease. Environmental factors are controlled in negative pressure rooms to minimise the transmission of infectious agents that are usually transmitted from person to person by droplet nuclei associated with coughing or aerosolisation of contaminated fluids [2]. The air handling system provides negative pressure by air flow into the room and direct exhaust of air from the room to the outside of the building or recirculation of air through a HEPA filter before returning to circulation. [2]
Non-critical items	A medical device that only comes into contact with intact skin. [7]
Outbreak	A state characterised by an increased incidence of an infection greater than what is typically expected in a particular healthcare setting. The clustering of cases by microorganism, time, person and place may signal the possibility of an outbreak.
Personal protective equipment (PPE)	Refers to a variety of protective barriers used alone, or in combination, to protect mucous membranes, skin, and clothing from contact with recognised and unrecognised sources of infectious agents in healthcare settings.
Point of care	The time and location where an interaction between a patient and clinician occurs for the purpose of delivering care[8]
Public Health Organisation (PHO)	This term refers to Local Health Districts, statutory health corporations or an affiliated health organisation in respect of its recognised establishments and recognised services, as defined in the *Health Services Act 1997*.
Reprocessing	All of the activities required to ensure that a used reusable medical device is safe for its intended purpose. This is a multi-step process that includes cleaning, inspection and assembly, functional testing (if applicable), disinfection (if applicable), packaging and labelling, and sterilisation (if applicable) [9].
Satellite reprocessing unit	Units in any location outside a central reprocessing unit which perform high level disinfection of semi-critical re-usable medical devices and / or sterilising of critical re-usable medical devices e.g. endoscopy units, Medical Imaging

Semi-critical items	Equipment or devices that come into contact with mucosal membranes or non-intact skin. Such items include but are not limited to respiratory therapy and anaesthesia equipment, gastrointestinal endoscopes, bronchoscopes, laryngoscopes, oesophageal manometry probes, anorectal manometry catheters, endocavitary probes, prostate biopsy probes, infrared coagulation devices, transvaginal probes and diaphragm fitting rings [7].
Sharp(s)	Any object capable of inflicting a penetrating injury, which may or may not be contaminated with blood and / or body substances. This includes needles, scalpel blades, wires, trocars, auto lancets, stitch cutters and any other sharp objects, including broken glass or medical instruments designed to perform penetrating procedures.
Standard precautions	Standard Precautions represent the minimum infection prevention measures that apply to all patient care, regardless of suspected or confirmed infection status of the patient, in any setting where healthcare is delivered. These evidence-based practices are designed to both protect and prevent spread of infection among patients and healthcare personnel [10].
Transmission based precautions	Additional clinical practices in situations where standard precautions alone may be insufficient to prevent transmission of infection [2]. For example contact, droplet and airborne precautions or a combination of these precautions.
Volunteer	A person who works for a NSW PHO without being paid.

1.4 Legislative requirements

This Policy Directive must be read and interpreted alongside the following legislation.

- *Health Practitioner Regulation National Law Act (NSW) No 86a*
- *Public Health Act (NSW) 2010*
- *Food Act (NSW) 2003*
- *Privacy Act (Commonwealth) 1988*
- *Health Records and Information Privacy Act (NSW) 2002*
- *Therapeutic Goods Act (Commonwealth) 1989*
- *Schedule 3 - Code of Conduct of the Public Health Regulation (NSW) 2012*
- *Work Health and Safety Act (NSW) 2011*.

The *Health Practitioner Regulation (New South Wales) Regulation 2016* provides infection control standards for medical practitioners, nurses, midwives, pharmacists, physiotherapists, and podiatrists. The Dental Board of Australia provides the infection control code for dentists, dental therapists, dental hygienists, dental prosthetists and oral health therapists. Under these standards a healthcare professional must not, without "reasonable excuse", fail to comply with the infection control standards.

NSW Health Organisations and health workers are obliged to comply with relevant Australian Standards with which this policy is consistent.

2 THE RISK OF HEALTHCARE ASSOCIATED INFECTIONS

Potentially, any microorganism may cause a healthcare associated infection (HAI). Patients, visitors, volunteers, carers and health workers (HWs) are all at risk of acquiring a HAI. HAIs are the most common complication affecting patients in hospital. However, patients who are receiving healthcare in the community or home-based settings are also at risk. A HAI often results in greater morbidity and increased risk of mortality for patients and greater burden for patients' families and carers. Patients with a HAI are more likely to have a longer hospital stay, require second-line or broader-spectrum and more expensive antimicrobials and place greater demands on the health system [8].The application of appropriate infection prevention and control strategies by the HW, patient(s) and visitors will reduce the risk of HAIs, as most HAIs are preventable.

3 CLINICAL GOVERNANCE REQUIREMENTS

Each PHO must ensure that an executive, appointed at the highest level within the organisation, is responsible for the leadership of the infection prevention and control program across the PHO. The progress and outcomes of the program must be reported to the highest management level of the organisation.[1]

Clinical leaders and senior managers of a PHO are responsible for implementing and evaluating systems to prevent and manage HAIs, with the Board of the PHO having oversight of this process. Additional advice and expertise must be sought from individuals skilled in this area and / or an infection prevention and control committee where required.

The PHO's Infection Prevention and Control Program should have a current operational / risk plan that is in keeping with this policy. The plan must specify the necessary steps to address improvements and measurement tools for HAI prevention and risk management.

Patients and visitors are to be provided the necessary information and education to prevent the transmission of multi-resistant organisms and communicable diseases.

3.1 National Accreditation Standards

Consistent with Standard 3 of the National Safety and Quality Health Service (NSQHS) Standards [8], each PHO must plan for and implement appropriate clinical governance systems and infection prevention and control strategies to prevent and manage HAIs.

3.2 Infection prevention and control committees

Each PHO must have representative membership on a committee that is responsible for the delivery and evaluation of infection prevention and control programs and strategies. This committee must have Executive membership and must report to the highest management level within the organisation.[2]

4. RISK MANAGEMENT

Each PHO must use a risk management framework when considering the implementation of infection prevention and control initiatives. This framework must be used to determine

[1] Section 2, Handbook
[2] Section 2, Handbook

individual and collective risk(s) in specific situations, procedures or programs and inform management options and priorities to reduce the risk of HAIs.[1,2]

The aim of determining a patient's specific risk(s) is to ensure that appropriate controls are implemented to protect all patients, visitors, and HWs without compromising clinical care and psychological support. Guidance on the framework is provided in *NSW Health Risk Management Enterprise-Wide Risk Management Policy and Framework PD2015_043*. An operational / risk plan that includes infection risk must be reviewed and endorsed by the PHO's infection prevention and control committee and incorporated into the PHO's plan(s).

4.1 Incident management

To determine whether an infection prevention and control risk or breach constitutes a reportable incident, PHOs are to refer to NSW Health Incident Management Policy PD2014_004 which describes a state-wide system for managing clinical and corporate incidents.[3]

4.2 Provision of education

Each PHO must ensure that all HWs are provided with education, in line with their duties, on preventing and controlling the risk of transmitting microorganisms at minimum during induction and on an ongoing basis.[4]

Online mandatory training is described in the NSW Health Education and Training Institute (HETI) Mandatory Training Matrix and is underpinned by the *NSW Health Mandatory Training - Criteria for Approval as a NSW Health Requirement PD2016_048* for all HWs. Completion of this training is required to meet patient safety programs and Standard 3 of the NSQHS Standards. The PHO is responsible for ensuring such training is completed by all HWs.

Each PHO must promote, educate and facilitate the participation of patients and visitors in infection prevention and control to minimise the risk of the transmission of pathogenic microorganisms and communicable diseases.

In addition the PHO must ensure that all HWs working in clinical areas have completed training in the correct use of PPE. At a minimum, this should include how to remove PPE without self-contamination and cleaning of shared reusable PPE.

5 RISK IDENTIFICATION REQUIREMENTS

5.1 Risk assessment of the patient

Assessing a patient's individual infection risk rating is to determine whether the patient is a potential source of infection to other patients, visitors and HWs or whether the patient is

[1] AS/NZS ISO 31000 2009 Risk Management – Principles and Guidelines
[2] Section 3, Handbook
[3] Section 10, Handbook
[4] Section 2, Handbook

more susceptible to infection. The higher the risk rating, the greater the priority for infection prevention and control interventions and precautions.[1]

5.2 Risk rating of the clinical area (functional area)

All patients, visitors or HWs in a PHO are susceptible to acquiring an infection, transmission of a microorganism or communicable diseases. However, there are certain functional areas, such as intensive care units, neonatal units, transplant units, burns units and haematology units, where patients are at a greater risk of acquiring an infection.

Patients in these areas can be immunosuppressed, acutely unwell or have undergone major surgery or trauma. These patients have an increased propensity to infection due to:

- The nature of their condition
- Frequent contact with HWs
- Number and types of indwelling devices
- High usage of antimicrobial agents
- The duration of hospitalisation.

Each PHO must assign a risk rating to each of its functional areas and then reassess the risk if the purpose or patient risk category within the functional area changes.[2]

The functional areas should be risk rated as one of the following:

- Extreme risk
- High risk
- Medium risk
- Low risk.

In the event of an outbreak, the PHO may adjust the risk rating of a functional area if there is an increased transmission risk of infection to patients, visitors and / or the HW.

6 RISK MITIGATION REQUIREMENTS

6.1 Standard precautions

Standard precautions are the minimum infection prevention measures that apply to all patient care settings, regardless of suspected or confirmed infection status of the patient [10]. A summary of standard precautions is included in Attachment 2.[3]

Standard precautions must always be applied when caring for all patients and when handling all body substances, secretions and excretions (excluding hair and sweat); non-intact skin; and mucosal membranes, including eyes.

Standard precautions involve adherence to all of the following work practices [2, 11]:

- Performing hand hygiene

[1] Section 3, Handbook
[2] Sections 3 and 11, Handbook
[3] Section 4, Handbook

- Appropriate and correct use of personal protective equipment (PPE)
- Use of aseptic technique
- Safe use and disposal of sharps
- Performing routine environmental cleaning
- Cleaning and reprocessing of shared patient equipment
- Respiratory hygiene and cough etiquette
- Safe handling and disposal of waste and used linen

The use of standard precautions must be monitored for compliance and practice improvement within each unit and at the PHO level.

6.2 Hand hygiene

For most hand hygiene activities, alcohol based hand rub (ABHR) should be used whereas visibly soiled hands must be washed with liquid soap and running water [12]. PHOs must ensure that ABHR dispensers are as close to the point of care as possible. Placement of ABHR outside the point of care environment is up to the discretion of the PHO. Consideration must be given to workplace and patient safety risks when placing ABHR dispensers. Hand basins must comply with the requirements of the Australasian Health Facility Guidelines.

For guidelines on performing hand hygiene please refer to the NSW Infection and Prevention Control Practice Handbook.[1]

All ABHR, antiseptic handwash, surgical hand scrub, plain liquid soap and moisturiser containers / packs / pump segments and cartridges (as opposed to product dispenser housing) are single use and must not be topped up, refilled or re-used.

All HWs have a responsibility to remind other HWs of the need to perform hand hygiene if they observe a HW who fails, or is about to fail, to perform hand hygiene. Such reminders are to be delivered in a courteous and encouraging manner to support all HWs to achieve a high standard of patient safety.

Ongoing non-compliance with hand hygiene by a HW is to be managed within local Performance Management Policies and the frameworks within the following NSW Health Policies:

- *NSW Health Complaint or Concern about a Clinician-Principles for Action PD2006_007*
- *NSW Health Code of Conduct PD2015_049*
- *NSW Health Managing Misconduct PD2014_042*
- *NSW Health Managing for Performance PD2016_040.*

Managing non-compliance may involve:

[1] Section 4, Handbook

1. Targeted education for ongoing non-compliance which will include one-on-one instruction on appropriate hand hygiene practices. This requires escalation to the HWs Manager.
2. Front line management response with counselling and requirements to undertake a hand hygiene education program for repeated non-compliance.
3. Participation in an intensive remedial hand hygiene education program for further non-compliance and warning that any further non-compliance in hand hygiene will result in disciplinary action and may result in dismissal. This requires escalation to the Director Clinical Governance / Director Workforce.

PHOs must ensure an ongoing hand hygiene awareness program is established for all HWs that is consistent with the National Hand Hygiene Initiative, CEC Hand Hygiene and Patient Safety Programs.

PHOs will conduct hand hygiene compliance audits; report on the results to the appropriate committee and evaluate audit data locally to identify opportunities for compliance improvement.

For services where the hand hygiene compliance audit is not applicable, a localised version must be developed that is consistent with local practices.

6.2.1 Patient and visitor hand hygiene

Hand hygiene is to be performed by everyone. HWs should encourage patients to perform hand hygiene and provide education on the correct hand hygiene technique. Patients should be provided with the means to perform hand hygiene after going to the toilet or using a bedpan or urinal, before eating, after sneezing, blowing their nose or coughing into hands, and after touching / handling animals.[1]

Visitors and volunteers must be provided with the means to perform hand hygiene and be encouraged to perform hand hygiene before and after contact with patients and their surroundings.

6.3 Personal protective equipment

Selection of personal protective equipment (PPE) must be based on an assessment of the risk of transmission of infectious agents to the patient or carer and the risk of contamination of clothing or skin of HWs by a patients' body substances [2].[2]

The Infection Prevention and Control Practice Handbook provides advice on choosing the correct PPE and the sequencing of putting on and removing PPE.

6.3.1 Gloves

Gloves must be used in situations where the HW is potentially exposed to body substances.[3,4,5] When gloves are determined to be necessary, they must be worn on both hands.

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[1] Section 4, Handbook
[2] Section 4, Handbook
[3] AS/NZS 4011.1:2014 Single use examination gloves
[4] AS/NZS 4179:1997 Single use sterile surgical rubber gloves.
[5] Section 4, Handbook

Gloves must be used for procedures that involve direct or perceived contact with non-intact skin, mucous membranes and body substances.

Sterile gloves must be worn when it is necessary or unavoidable to touch key sites and key parts directly. The wearing of sterile gloves for any specific aseptic technique procedure may be at the discretion or mandate of the PHO.

Gloves must be changed and discarded

- As soon as they are torn or punctured or when the integrity has been altered
- Immediately after contact with a patient is complete and before care is provided to another patient
- When performing separate procedures on the same patient
- After handling blood and body fluid
- Before handling or opening sterile consumables
- Before writing in the healthcare record, answering telephone / pagers, using the computer and other social environmental actions.

Disposable gloves must not be cleaned or reused. ABHR is not to be used on gloves.

Hand hygiene must always be immediately performed before and after use of gloves

6.3.2 Masks

A single use mask must be worn while performing any procedure where there is a likelihood of splashing or spraying of body substances or mucous membrane exposure to microbial droplets.[1,2,3]

Choosing a fluid-resistant single use mask, with the level of barrier protection required must be based on the risk of exposure at the time the procedure is performed or the likelihood of mucous membrane exposure to microbial droplets.[13]

Single-use face masks are categorised to provide different levels of standard, droplet and airborne protection. The manufacturer's *Instructions for Use* provide the detail on the barrier level and their applications for use. A P2 / N95 mask must be worn when treating patients under airborne precautions or if aerosol generating procedures are anticipated. HW must perform a fit check every time they put on a P2 / N95 mask. PHOs must ensure the HW is informed on how to perform a fit check.

A P2 / N95 mask is not to be worn by a patient. A fluid resistant surgical mask should be worn by a patient who is actively coughing or has an airborne transmission disease while they are outside their isolation / cohort room or in public areas of the PHO.

A single use mask must:

- Be used for a single episode of patient care
- Be worn and fitted in accordance with the manufacturer's instructions

[1] AS4381:2015 Single-use face masks for use in health care
[2] AS/NZS1715:2009 Selection, use and maintenance of respiratory protective equipment
[3] Sections 4 and 5, Handbook

- Not be touched by hands while worn except for fitting e.g. around the nose and sides prior to exposure
- Cover both the mouth and nose while worn
- Not be worn loosely (both ties secured) or folded down around the neck.

A mask must be discarded once it has been worn, or becomes visibly soiled or moist, and must not be used again. A mask must be removed by touching the strings / ties or loops only.

6.3.3 Eyewear and Facial Protection

Protective eyewear or a face visor / shield must be worn while:

- Performing any procedure or task where there is a risk of splashing or splattering of body substances
- During aerosol generating procedures
- In direct patient contact where there is a risk of an occupational exposure to body substances.

Protective eyewear must meet Australian Standards,[1,2] and be worn and fitted in accordance with the manufacturer's instructions for use.[3]

General prescription glasses do not comply as eyewear protection and, therefore protective eyewear must be worn in addition to prescription glasses.

Reusable protective eyewear and face visors / shields must be cleaned in accordance with the manufacturer's instructions after use and stored clean and dry. Protective eyewear labelled single use must not be reused.

6.3.4 Gowns and Aprons

A fluid-resistant gown or apron, made of impervious material must be worn:

- During any procedure or task where there is a likelihood of splashes or contamination with body substances
- On entering an isolation room during transmission based precautions, if contact with the patient or the patient's environment is likely, and removed before or immediately on exiting the room
- As a protective layer under a sterile gown that is not made of impervious material.

Washable fabric gowns provide no protection from body substances and are not considered part of PPE for infection prevention and control.

6.3.5 Aseptic technique

Aseptic technique is a set of practices to minimise contamination and is used to protect the patient from the risk of acquiring an infection during clinical procedures. PHOs are to base

[1] AS/NZS 1336:1997 Recommended practices for occupational eye protection
[2] AS/NZS 1337:1992 Eye protectors for industrial applications
[3] Sections 4 and 5, Handbook

their practice on the five principles of aseptic technique as outlined in the NSW Infection Prevention and Control Practice Handbook.[1]

Each PHO is to undertake a local risk assessment to identify medium and high risk procedures that require the use of aseptic technique according to the ACSQHC aseptic technique risk matrix.

Each PHO is to provide its clinical workforce with, or access to, aseptic technique education and maintain records of education, training, assessment and competence.

6.3.6 Safe handling of used linen

There is a potential risk of microorganism transmission via exposure to contaminated linen. HWs should handle, dispose and process used linen or linen soiled with body substances in a manner that prevents exposure to skin and mucous membranes, contamination of clothing and transfer of microorganisms to other persons and the environment.[2]

6.3.7 Respiratory hygiene and cough etiquette

To minimise the risk of transmission of infection to others, everyone entering, visiting or working within a PHO presenting with the signs and symptoms of an acute respiratory infection are to have access to hand hygiene products and single use masks to enable them to practise respiratory hygiene and cough etiquette.[3]

6.3.8 Safe use and disposal of sharps

The potential for exposure to bloodborne viruses is greatest when medical devices such as needles, scalpels, or other sharp instruments are used and contaminated with body substances.[4] Therefore, the use of sharps should be minimised wherever possible and when used be disposed of immediately after use, at the point of care. Each PHO must have procedures in place for the safe handling, transportation and disposal of sharps. A PHO must provide training to HWs on sharps handling and disposal.[5]

6.3.9 Environmental cleaning

Each PHO must have an environmental cleaning program in place that is managed by suitably qualified personnel and overseen by an appropriate committee or directorate. Environmental cleaning must be performed in accordance with *NSW Health Environmental Cleaning Policy PD2012_061*. This includes cleaning of patient areas during and after a patient's stay (i.e. between patients).[6]

A risk assessment must be done for each functional area to determine the level of cleaning required. The performance of cleaning in all functional areas must be regularly audited as per the auditing schedule described in *NSW Health Environmental Cleaning Policy PD2012_061*.

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[1] Sections 4, 9 and 10, Handbook
[2] Section 4, Handbook
[3] Section 7, Handbook
[4] NSW Health Policy: HIV, Hepatitis B or Hepatitis C - Health Care Workers Potentially Exposed PD2017_009
[5] Sections 4 and 9, Handbook
[6] Sections 4, 6, 7 and 9, Handbook

There is no single method for environmental cleaning and disinfection and it is important to consider the efficacy and suitability of the different methods available.

7 REPROCESSING OF RE-USABLE MEDICAL DEVICES (RMDS)

Each PHO must ensure that there is a governance structure in place for both central and satellite reprocessing units. Each PHO must maintain a risk management approach to reprocessing. It is recommended that a central reprocessing unit provides advice and expertise to local satellite units or a PHO may choose to employ an alternative strategy to ensure that satellite units are adequately supported and compliant with relevant Standards.[1,2,3,4,5]

Both central and satellite reprocessing units must be regularly audited against AS/NZS 4187:2014 and develop a documented, detailed implementation plan using quality improvement principles specifying timeframes, milestones and deliverables to enable full implementation.[21]

Reprocessing of critical and semi-critical RMDs and maintenance of the reprocessing environment should be delegated to appropriately trained HWs. HWs should also be delegated to reprocess non-critical, semi-critical and critical items as well as clean and maintain non-critical item washer / disinfectors.

RMDs must be reprocessed in accordance with relevant Australian and international standards and manufacturer's instructions. For endoscopy units, additional resources are available from Gastroenterological Nurses College of Australia [14]. AS/NZS 4187:2014 is applicable wherever the reprocessing of RMDs occurs within a PHO. All departments physically located within a hospital service must comply with AS/NZS 4187:2014.

Office-based health care facilities include private consulting rooms, dental clinics and health clinics located outside of routine hospital in-patient and operating room settings. AS/NZS 4815:2006 applies to these office-based health care facilities that reprocess reusable medical devices with either moist heat or dry heat sterilisation. If an office-based health care facility reprocesses with any other forms of sterilisation, they must comply with AS/NZS 4187:2014.

8 SINGLE USE AND SINGLE PATIENT USE DEVICES

Where the PHO is responsible for providing 'single use' devices and equipment, the PHO must ensure that the device or equipment is used once.[6,7] Single use items may be labelled as:

- Single use
- Disposable

[1] Sections 8 and 10, Handbook
[2] AS/NZS 4187:2014 Reprocessing of reusable medical devices in health service organizations
[3] AS/NZS 4815:2006 Office-based health care facilities - Reprocessing of reusable medical and surgical instruments and equipment, and maintenance of the associated environment.
[4] Legislation NSW Health Practitioner Regulation (NSW) Regulation 2010. Schedule 1, Infection control standards
[5] Australian Health Facility Guidelines Part B: Health Facility Briefing and Planning
[6] Therapeutic Goods Act 1989
[7] Section 4, Handbook

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Therapeutic Goods (Medical Devices) 2007 Regulations require a PHO that reprocesses single use devices to be licensed as a manufacturer under *Section 41BG(2) of the Therapeutic Good Act 1989*. As the PHO is considered to be a manufacturer by the TGA it is subject to audit conformance.

Where the PHO is responsible for providing 'single patient use' devices and equipment, the PHO must ensure that the device or equipment is used for only one patient. 'Single patient use' devices and equipment can be used multiple times on the same patient following manufacturer's instructions for cleaning between uses.

9 SHARED PATIENT CARE EQUIPMENT

Shared patient use of devices and equipment has been implicated in the transmission of infection between individuals [15]. HWs are to pay special attention to the cleaning of shared reusable clinical devices and equipment between patients. They must be cleaned according to manufacturer's Instructions for Use and local procedures.

10 PROCUREMENT OF NEW DEVICES OR EQUIPMENT

As part of the process for purchasing new patient care devices, consumables or equipment, the PHO (solely or in conjunction with HealthShare NSW) must seek local infection prevention and control advice prior to purchase. Where new devices or equipment will require later reprocessing, the PHO must also consult with management of local reprocessing units prior to trial or purchase to ensure compliance with relevant policies, procedures and Australian Standards.[1,2]

A PHO's asset management program must include infection prevention and control consultation when undertaking a review of the risks associated with patient and non-patient care equipment, furnishing, fixtures and clinical information technology systems. [3,4] The local infection prevention and control service must be consulted when the PHO is considering the replacement of old equipment or reviewing the need to adopt newer technologies (as per *NSW Health Framework for New Technologies and Specialised Services GL2017_004*).

11 SAFE INJECTION AND MULTI-DOSE VIALS

Breaches in safe injection, infusion and medication vial handling practices has resulted in transmission of HIV and viral hepatitis and in some cases caused outbreaks of disease. Standard precautions, particularly aseptic technique form the basis of safe injection practices. Flip-top pharmaceutical vials are a dust cover and therefore all vials must be cleaned prior to access to maintain aseptic technique [16].[5] If a multi-dose vial must be used it should be used for a single patient whenever possible and discarded immediately after use.[6]

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[1] Therapeutic Goods Act 1989
[2] AS/NZS4187:2014 Reprocessing of reusable medical devices in health service organizations
[3] Australian Health Facility Guidelines (Part D Infection Prevention and Control)
[4] Section 2, Handbook
[5] Section 4, Handbook
[6] The Australian Immunisation Handbook 10th Edition 2013

Injectable products packaged in multi-dose vials or ampoules (or other similar containers) must not be used except where the product is intended solely for the exclusive use of a single patient or there is no other alternative available on the Australian pharmaceutical market. Where there is no other alternative, precautions must be taken to ensure that the injection of contaminated material or fluid into a multi-dose vial or ampoule (or other similar container) does not happen.

Injectable medication or solution must be taken from a vial or ampoule (or other similar container) using a sterile needle and syringe to withdraw the contents. Before each entry into the multi-dose vial the top must be cleaned and injected with a new unused sterile needle and syringe, even if the vial is dedicated to a single patient.

Open multi-dose lotion or cream pots or containers must not be used unless they are for an individual patient use. A collapsible squeeze tube or bottle, pump pack or valve should be used to dispense lotion or cream from a multi-dose container. Once the product is empty both the container and pump pack should be disposed of.

Multi-dose vials may only be used between multiple patients where there is no other alternative product available on the Australian market. Refer to *Medication Handling in NSW Public Health Facilities Policy PD2013_043*.

12 SAFE HANDLING AND TRANSPORT OF PATIENT SPECIMENS

When transporting and handling pathology specimens, the HW should ensure that the specimens are packaged and transported in such a way to ensure the safety of all involved and that the specimen is maintained under suitable conditions. [17]

13 TRANSMISSION BASED PRECAUTIONS

Transmission-based precautions must be used in addition to standard precautions when standard precautions alone are insufficient to interrupt the transmission of a known or suspected pathogen. There are three main types of transmission based precautions (these can be combined for specific transmissible infections or communicable diseases):[1]

Contact precautions are used to interrupt **contact transmission.** Contact transmission occurs via direct or indirect contact with a colonised or infected individual or via a contaminated fomite (e.g. contaminated environmental surface).See Attachment 3 for a summary of contact precautions.

Droplet precautions are used to interrupt **droplet transmission**. Droplet transmission occurs via large expelled droplets , ≥5 micrometres (µm) that travel short distances in the air before settling to environmental surfaces [18]. Droplet transmission requires close proximity between the infectious host and other susceptible people. See Attachment 4 for a summary of droplet precautions.

Airborne precautions are used to interrupt the **airborne transmission** route. Airborne transmission occurs by the dissemination of small expelled aerosols (<5µm) that can remain suspended in the air for long periods of time. See Attachment 5 for a summary of airborne precautions.

[1] Section 5, Handbook

Some microorganisms can be transmitted simultaneously via multiple transmission routes. To mitigate the transmission of these microorganisms, more than one type of transmission based precautions must be employed in addition to standard precautions.

Each PHO must develop a procedure that outlines how they will minimise the risk of contact, droplet and airborne transmission as well as implement transmission-based precautions and address visitor restrictions. To support the requirements of each of the transmission-based precautions, a PHO must provide the required PPE, appropriate patient accommodation and patient care equipment.

14 BED MANAGEMENT AND PATIENT FLOW

Placement of a patient must be based on a risk assessment that considers the risk ratings of all patients' involved, functional area and room availability to meet the patient's isolation requirements.[1]

When considering patient movement or transfer, the receiving department, transport service, or PHO must be notified of a patient's infection or colonisation status before transfer. The admission and / or transfer of a patient must not be delayed or compromised by a patient's suspected or known infection or colonisation status. Patient placement decisions must be made in conjunction with local patient flow team and infection prevention and control unit to ensure timely patient transfers and admissions.

15 ANTIMICROBIAL STEWARDSHIP

Where a PHO is responsible for the antimicrobial therapy received by patients in its care, the PHO must ensure that safe and appropriate antimicrobial prescribing is a goal within its clinical governance system.

The use of antimicrobial agents to prevent and treat infections must be considered judiciously, using the five essential strategies for effective antimicrobial stewardship [3]:

1. Implement clinical guidelines consistent with current endorsed Australian antimicrobial prescribing guidelines approved by the local drug and therapeutics committee and which also takes into account local microbiology and antimicrobial susceptibility patterns
2. Establish formulary restrictions and approval systems that include restricting broad-spectrum and later generation antimicrobials to patients in whom their use is clinically justified
3. Review of antimicrobial prescribing with intervention and direct feedback to the prescriber
4. Monitor performance of antimicrobial prescribing by collecting and reporting unit or ward-specific data, auditing antimicrobial use, and using quality use of medicines indicators
5. Ensure the clinical microbiology laboratory uses selective reporting of susceptibility testing results that is consistent with current endorsed therapeutic guidelines on antibiotic usage.

[1] Section 6, Handbook

16 MANAGEMENT OF HEALTH WORKERS WITH SYMPTOMATIC ILLNESS

HWs who are presenting with a symptomatic illness (e.g. boils, acute respiratory illness or gastroenteritis) or conditions that promote the shedding and transmission of microorganisms, such as exfoliative skin conditions or skin lesions, are associated with the spread of infection to vulnerable patients.

Therefore, each PHO must develop a procedure that outlines how the PHO will address:[1,2,3]

- HW communication of their suspected or known communicable disease or MRO
- The mitigation of transmission risks of communicable diseases and MROs
- Human resource issues such as redeployment, sick leave and return to work management
- HWs non-participation in certain clinical procedures (e.g. exposure prone procedures) [4] that is mandated by policy or legislation.

16.1 Occupational assessment, screening and vaccination

Each PHO must develop, implement and monitor a risk-based workforce immunisation program for HWs, other clinical personnel and healthcare students, in accordance with the current NSW Health policy directives and Australian immunisation guidelines [19].[5]

A PHO must maintain a central register of the evidence of protection of HWs, including medical contraindications to vaccination, vaccination refusals and an appropriate risk management strategy to address vaccination refusals.

17 ADDITIONAL CONTROLS

17.1 Animals

Animals may be present within PHOs for medical research, patient therapy and companionship and in rare circumstances for clinical treatment.[6]

Potentially, animals can serve as a vector for infections and, in particular multi-resistant organisms [20].

To minimise the risk to human patients, visitors and HWs of acquiring an infection from an animal a PHO must ensure that infection prevention and control requirements described in this policy are applied when handling and treating animals within the PHO. There are certain instances in which veterinarians may negotiate with a PHO for access to

[1] *NSW Health HIV, Hepatitis B and Hepatitis C - Management of Health Care Workers PD2005_162*
[2] *NSW Health Leave Matters for the NSW Health Service PD2014_029*
[3] *Section 7, Handbook*
[4] *NSW Health HIV, Hepatitis B or Hepatitis C – Management of Health Care Workers Potentially Exposed PD2017_010*
[5] The Australian Immunisation Handbook 10th Edition 2013
[6] *NSW Health Guideline: Animal visits and interventions in public and private health services in NSW GL2012 007*

specialised diagnostic equipment. Animals may only be treated in a PHO if there is no access to a veterinary facility that is able to perform the service required.

Where a PHO agrees to provide this service, a risk assessment with the application of local policies and protocols must be developed to address approved diagnostic procedures and infection prevention and control requirements.

Animals must not be treated in clinical areas where invasive procedures on humans are undertaken such as operating rooms, cardiac catheterisation laboratories, interventional radiology or invasive nuclear medicine areas. Where animal treatment requires the use of reusable medical equipment, such equipment must be dedicated for animal care only. Even if adequately reprocessed, equipment which has been dedicated for animal care must not be used for human patient care.

Animals treated in PHOs should be under the direct care and supervision of a licensed veterinarian; they also should be free of known infectious diseases, ectoparasites, and other external contaminants (e.g., soil, urine, and faeces). Measures should be taken to avoid treating animals with a known or suspected zoonotic disease in the PHO.

17.2 Construction, renovation and refurbishment

PHOs are to ensure that all construction, renovation, installation and maintenance activities on their sites are undertaken in a safe and appropriate manner to reduce the risk of infection to patients, visitors, carers, volunteers and HWs.[1,2,3]

Factors that contribute to healthcare associated invasive infections such as aspergillosis, and other environmental pathogens for at-risk patient groups must be risk assessed prior to any construction, renovation, installation and maintenance activities. Infection prevention and control units must be key project members from planning to completion to ensure that infection control needs have been planned for, anticipated and met.

18 COMMUNICATION REQUIREMENTS

18.1 Clinical documentation and communication

A patient's communicable disease, transmissible infection or MRO colonisation status must be treated as confidential information at all times.[4,5,6,7]

Communication and clinical handover of a patient's communicable disease, transmissible infection or MRO colonisation status is required as part of medical treatment, patient placement and decisions on transmission based precautions.[8,9]

[1] Australian Health Facility Guidelines Part D Infection Control
[2] Section 9, Handbook
[3] NSW Health Engineering Services Guideline
[4] Health Records and Information Privacy Act 2002
[5] Privacy Act 1988
[6] Public Health Act 2010
[7] NSW Health Policy: Health care records - documentation and management
[8] NSW Health Policy: Clinical handover - standard key principles PD2009_060
[9] Section 7, Handbook

Appropriate signage must be placed at the entrance to the patient room or zone to communicate the type of transmission based precautions required. Each PHO must have a process to:

- Assign responsibility for adding infection prevention and control Alerts
- Enable an electronic communication warning 'Alert' to indicate MRO colonisation or infection in a patient's clinical records
- De-alert: removal of the MRO Alert and documentation of the reason and required information e.g. MRO screening, met MRO clearance criteria, MRO clearance date.

18.2 Communication with patients, family and carers

Clinicians must provide information to patients, family and carers affected by a communicable disease, transmissible infection or MRO colonisation to establish an understanding of:

- The communicable disease, transmissible infection or MRO colonisation
- The transmission based precautions required to prevent further transmission
- Their role in preventing transmission e.g. hand hygiene, keeping door closed in Airborne Precautions, when and how to wear a single use mask.

All patient education and communication must be documented in the patients' healthcare record. Patient infection prevention and control information must be evaluated to determine if it meets the needs of the target audience.

19 SURVEILLANCE REQUIREMENTS

Each PHO must conduct an HAI surveillance program as directed by the NSW *HAI Clinical Indicator Manual*. This manual outlines the minimum HAI surveillance activities that PHOs must undertake and report on.[1,2]

All HAI surveillance data should be reviewed within the PHO and reported to the highest executive level on a regular basis.

Surveillance data must be reported back to the clinicians of the PHO to enable practice and quality improvement.

A PHO must have in place methods for monitoring, review and assessment of the effectiveness of infection prevention and control strategies.

20 OUTBREAK MANAGEMENT REQUIREMENTS

Each PHO must have written procedures that address the outbreak management requirements for common communicable diseases and MROs (e.g. gastroenteritis, influenza, carbapenemase-producing Enterobacteriaceae) and identify delegations of responsibility during the outbreak.[3,1,2,3] It must also include notification of diseases listed in *Schedule 2 NSW Public Health Act 2010* to the local Public Health Unit.

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[1] NSW HAI Clinical Indicator Manual
[2] Section 10, Handbook
[3] NSW Health Guideline: Gastroenteritis in an Institution

21 LOOKBACK

Lookback is a process that is triggered when a notification of a clinical incident or concern from any source leads to the need for the notification, investigation and the management of a group of commonly affected patients. The clinical incident may arise from complications or errors relating to diagnostics, treatment, medical devices or products that patients have received.[4]

Where there is a significant failure of infection control, an assessment should be made as to whether patients may be of risk of cross infection, and if so, whether those patients should notified of the incident and actions to take. This process is sometimes called a lookback.

An initial investigation should be done to inform a risk assessment and response to the incident. Notification exercises can cause undue anxiety, result in unnecessary testing and often expend considerable resources and opportunity costs.

In general, patient notification exercises in regard to infection control breaches are not warranted where patient tissue or mucosal surfaces were not exposed to contaminated instruments or blood.

A PHO must undertake a risk assessment to assess the need for a patient notification in the event of one of the following HAI significant incidents:

- One or more patients who have had an exposure prone procedure performed by a HW who is infectious with a bloodborne virus (*NSW Health HIV, Hepatitis B or Hepatitis C - Health Care Workers Infected PD2005_162*)
- Contamination of breast milk or administration to the wrong infants (*NSW Health Maternity - Breast Milk: Safe Management PD2010_019*)
- Circumstances where there is a possibility that patients' were exposed to pathogenic microorganisms.

Other HAI incidents or an equipment safety alert may require the PHO to undertake a risk assessment to determine the need for a lookback.

Assessment is needed on a case by case basis. Where a patient notification exercise is thought necessary, a risk-based approach should be considered i.e. those persons who are at highest risk of infection should be assessed first. Where there is no evidence of transmission in that group, further lookback may be unnecessary.

Advice regarding the need for, and extent of a patient notification should be sought from the Clinical Excellence Commission (CEC). The CEC may consult further with Health Protection NSW (HPNSW), who may convene the NSW Blood Borne Viruses Advisory Panel.

Specifically, a lookback involves:

- Forming a local committee including infectious disease, public health, infection prevention and control, sterilising services, clinical governance, clinical risk

[1] NSW Health Influenza Pandemic Plan PD2016_016
[2] Notifiable Disease Notification information
[3] Sections 7 and 11, Handbook
[4] NSW Health Lookback Policy Directive PD2007_075

manager and other participants as indicated, to investigate the incident and prepare a risk assessment

- Reporting the risk assessment and incident to the CEC
- Based on advice from the CEC, identifying, tracing, communicating and providing appropriate ongoing advice to, and / or management of, the group of patients affected
- Development of a communication strategy, including notification to the wider public, if applicable
- Evaluation or review of the lookback process.

The PHO Chief Executive is responsible for governance of the lookback process. Timely and appropriate investigation and management of the infection control breach should begin within 24 hours of the breach being notified. The initial investigation informs the risk assessment, which is used to make decisions on the need for, nature and extent of patient notification. If patient notification and additional testing is done, this may provide further evidence that informs the investigation. An effective lookback procedure requires communication at all levels.

Where it is decided that patient notification is to occur, initial communication should be direct, either face-to-face or via telephone, where the patient must be given the opportunity to ask questions. All information should be given in accordance with the *Open Disclosure Policy PD2014_028*; *Privacy Management Plan PD2015_036* and *Privacy Manual for Health Information – NSW Health*.

RELEVANT NSW HEALTH POLICIES, GUIDELINES AND MANUALS

The policies and guidelines are available at:
http://www.health.nsw.gov.au/policies/pages/default.aspx

- *Australian Health Facility Guidelines Part D Infection Control*
- *NSW Health Clinical Handover – Standard Key Principles PD2009_060*
- *NSW Health Code of Conduct for HCACs, HPTs and AHACs PD2008_023*
- *NSW Health Complaint or Concern about a Clinician – Management Guidelines GL2006_002*
- *NSW Health Engineering Services Guideline PD2016_020*
- *NSW Health Environmental Cleaning Policy PD2012_061*
- *NSW Health Health Care Records - Documentation and Management PD2012_069*
- *NSW Health HIV, Hepatitis B or Hepatitis C – Health Care Workers Infected PD2005_162*
- *NSW Health HIV, Hepatitis B or Hepatitis C – Management of Health Care Workers Potentially Exposed PD2017_010*
- *NSW Health Incident Management Policy PD2014_004*
- *NSW Health Influenza Pandemic Plan PD2016_016*
- *NSW Health Lookback Policy PD2007_075*

- *NSW Health Managing Misconduct PD2014_042*
- *NSW Health Managing for Performance PD2016_040*
- *NSW Health Mandatory Training - Criteria for Approval as a NSW Health Requirement PD2016_048*
- *NSW Health Maternity – Breast Milk – Safe Management PD2010_019*
- *NSW Health Medication Handling in NSW Public Health Facilities PD2013_043*
- *NSW Health Privacy Management Plan PD2015_036*
- *NSW Health Privacy Manual for Health information, March 2015*
- *NSW Health Risk Management – Enterprise-Wide Risk management Policy and Framework – NSW Health PD2015_043*
- *NSW Health Waste Management Guidelines for Health Care Facilities PD2005_132*

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23 LIST OF ATTACHMENTS

Attachment 1 – Implementation checklist

Attachment 2 – Summary of Standard Precautions

Attachment 3 – Summary of Contact Precautions

Attachment 4 – Summary of Droplet Precautions

Attachment 5 – Summary of Airborne Precautions

24.1 ATTACHMENT 1 – POLICY IMPLEMENTATION CHECKLIST

Public Health Organisation	**Assessment date**			
Facility / Unit **Assessed by**	Not applicable	Yes	No	Work in Progress
Clinical governance requirements				
A reporting line to the highest level of management has been established to report on infection prevention and control.				
An executive has been assigned responsibility for the organisation's infection prevention and control program.				
A committee is appointed with responsibility for infection prevention and control.				
Responsibility and personnel to implement and evaluate infection prevention and control systems has been assigned.				
Infection risk has been included in the organisation's risk management and operational plan.				
Ongoing education is provided to HWs on preventing and controlling infection risk.				
Patients and visitors are provided with infection prevention and control education.				
Risk identification requirements				
Patients are risk rated for infection risk.				
All functional areas are risk rated for infection risk.				
Risk mitigation requirements				
A risk assessment is used to inform patient placement decisions.				
Standard precautions are used by HWs during patient care.				
Procedure and resources are in place to support the implementation of transmission-based precautions.				
The five strategies for antimicrobial stewardship have been implemented.				
An occupational screening and vaccination program is in place.				
An environmental cleaning program is in place.				
An environmental cleaning risk assessment has been undertaken in all areas and audits are undertaken where required.				
A central reprocessing unit has governance and oversight of satellite reprocessing units.				
A central reprocessing unit regularly audits satellite reprocessing units.				

Public Health Organisation	**Assessment date**			
Facility / Unit **Assessed by**	Not applicable	Yes	No	Work in Progress
Reprocessing delegations of responsibility have been established.				
Infection prevention and control and reprocessing units are consulted prior to the purchase of new reusable patient care equipment, including new technologies.				
Procedure addresses approved diagnostic procedures and infection prevention and control requirements for the clinical treatment of animals in the PHO.				
Reusable medical equipment has been dedicated for animal care.				
Communication requirements				
Signage for transmission-based precautions is used when required.				
A central record of all known MRO colonised or infected patients are maintained eg eMR.				
Clinicians communicate and educate patients, family and carers about necessary infection prevention and control precautions.				
Patient information is evaluated to determine if it meets the needs of the target audience.				
Surveillance requirements				
Surveillance systems are in place to monitor the prevalence of HAIs.				
Hand hygiene surveillance monitoring is undertaken.				
Surveillance data is validated and reported at the clinician and executive level.				
Outbreak management requirements				
Procedure addresses outbreak management requirements and key delegations of responsibility during an outbreak.				

24.2 ATTACHMENT 2 – SUMMARY OF STANDARD PRECAUTIONS

Requirements	Standard Precautions Applies to all persons, all body substances, secretions and excretions (excluding sweat); non-intact skin; and mucous membranes including eyes
Room	Single room not required
Bathroom	Dedicated bathroom facilities not required
Negative pressure room	No
Hand hygiene	Yes
Gloves	Protect hands if anticipated contact with body substances and / or contaminated environment.
Gown / apron	Protect clothing where soiling and splashing is likely
Mask	Protect nose and mouth using a surgical mask if splash or droplets is likely
Protective eyewear	Protect eyes if splash or spray is likely or where aerosol may be generated
Patient equipment	Reprocess all reusable patient equipment between individual patients.
Transport of patients (Internal and external)	Promote patient and transport HWs hand hygiene before and after transport.
Respiratory hygiene and cough etiquette	Promote respiratory hygiene and cough etiquette among all patients. Offer surgical masks to patient actively coughing in public areas.
Cleaning	Standard cleaning protocol
Note	Exposure to body substance - immediately wash site, promptly notify supervisor and seek management of exposure. Handle needles, syringes and sharps with care. Use approved rigid sharps containers for disposal. DO NOT recap, break or bend needles.
Visitors	Visitors who are unwell should avoid visiting the hospital. Refer to local procedures on visitor restrictions and management.

24.3 ATTACHMENT 3 – SUMMARY OF CONTACT PRECAUTIONS

Requirements	Contact Precautions To be used in addition to Standard Precautions
Room	1st preference Single room 2nd preference Cohort with same pathogen (communication with Infection Prevention and Control) 3rd preference Refer to local bed management and risk assessment protocols
Bathroom	1st preference Ensuite with single room 2nd preference Designated bathroom or commode
Negative pressure room	No
Hand hygiene	Yes
Gloves	Yes
Gown / apron	Yes, on entering the patient's room / area
Mask	Standard precautions
Protective eyewear	Standard precautions
Patient equipment	Clean all reusable patient equipment between individual patients.
Transport of patients (Internal and external)	Notify the area receiving the patient. Advise transport HWs of the type of precautions to be maintained. 1st preference Transfer / transport patient on their own 2nd preference Cohort with same pathogen 3rd preference Transfer with other patients, ensuring that physical separation of patients can be achieved in the transport vehicle. Physical separation is ensured when patients cannot touch each other or common environmental surfaces. Consult with infection prevention and control professional for guidance on cleaning of transport vehicle.
Respiratory hygiene and cough etiquette	Standard precautions
Patient Education	Patient hand hygiene, respiratory hygiene, if they are able to leave the room
Cleaning	Standard cleaning protocol. May require disinfection with a disinfectant agent or a dual purpose detergent / disinfectant depending on organism. Consult with infection prevention and control professional.
Visitors	Visitors who are unwell should avoid visiting the hospital. Visits by children should be avoided, particularly in high and extreme risk units Consult with infection prevention and control professional.
Alert	Patient healthcare records and electronic record devices (e.g. computers) should not be taken into the room. Contact Precautions signage required.

24.4 ATTACHMENT 4 – SUMMARY OF DROPLET PRECAUTIONS

Requirements	**Droplet Precautions** To be used in addition to Standard Precautions
Room	1st preference Single room. 2nd preference Cohort with same pathogen. 3rd preference Refer to local bed management and risk assessment protocols.
Bathroom	1st preference Ensuite with single room. 2nd preference Designated bathroom or commode.
Negative pressure room	No
Hand hygiene	Yes
Gloves	Standard precautions
Gown / apron	Standard precautions
Mask	Yes - Surgical mask must be worn by the HW and are recommended for visitors. Remove mask upon leaving patient's room following door closure.
Protective eyewear	Yes
Patient equipment	Reprocess all reusable patient equipment between individual patients.
Transport of patients (Internal and external)	Notify the area receiving the patient. Advise transport HWs of type of precautions to be maintained. If medical condition allows, patients on oxygen therapy should be changed to nasal prongs and have a surgical mask over the top of the nasal prongs for transport. Transport patient on their own or with patients with same pathogen. Consult with infection prevention and control professional for guidance on cleaning of transport vehicle. Patient hand hygiene
Respiratory hygiene and cough etiquette	If clinically able to, patient should wear a surgical mask when outside their room / clinical area.
Patient Education	Patient hand hygiene, respiratory hygiene, if they are able to leave the room, use of a surgical mask
Cleaning	Standard cleaning protocol. May require disinfection with a disinfectant agent or a dual purpose detergent / disinfectant depending on organism. Consult with infection prevention and control professional.
Visitors	If unable to maintain one metre distance from the patient, visitors must wear a fluid resistant surgical mask and protective eyewear and perform hand hygiene. Visitors who are unwell should avoid visiting the hospital. Visits by children should be avoided, particularly in high and extreme risk units Consult with infection prevention and control professional.
Alert	If cohorting patients, a minimum of one metre must separate each patient. Patient healthcare records and electronic record devices (e.g. computers) should not be taken into the room. Droplet Precautions signage required.

24.5 ATTACHMENT 5 – SUMMARY OF AIRBORNE PRECAUTIONS

Requirements	**Airborne Precautions** To be used in addition to Standard Precautions
Room	Single room with door closed.
Bathroom	1st preference Ensuite with single room. 2nd preference Designated bathroom or commode.
Negative pressure room	1st preference Single room with negative pressure or 100% exhaust. 2nd preference Single room with door closed and window open if possible
Hand hygiene	Yes
Gloves	Standard precautions
Gown / apron	Standard precautions
Mask	Yes - P2 (N95) for the HW and recommended for visitors. Perform fit check prior to entering the room. Remove mask by touching strings / ties only, immediately after leaving the patient's room .
Protective eyewear	Standard precautions
Patient equipment	Reprocess any reusable patient equipment between individual patients.
Transport of patients (Internal and external)	Notify the area receiving the patient. Advise transport HWs of level of precautions to be maintained. If clinically able, patient should wear a surgical mask. Patients on oxygen therapy should be changed to nasal prongs if tolerated and have a surgical mask over the top of the nasal prongs for transport. Transport patient on their own or with patients with same pathogen. Consult with infection prevention and control professional for guidance on cleaning of transport vehicle. Patient hand hygiene
Respiratory hygiene and cough etiquette	Instruct patients to follow strict respiratory hygiene and cough etiquette.
Cleaning	Standard cleaning protocol. May require disinfection with a disinfectant agent or a dual purpose detergent / disinfectant depending on organism. Consult with infection prevention and control professional.
Patient Education	Patient hand hygiene, respiratory hygiene, if they are able to leave the room, use of a surgical mask
Visitors	Visitors who are unwell should avoid visiting the hospital. Visits by children and persons vulnerable to infection should be avoided, particularly in high and extreme risk units. Visitors must wear a fit checked a P2 / N95 mask and perform hand hygiene. Consult with infection prevention and control professional.
Alert	Patient healthcare records and electronic record devices (e.g. tablets) should not be taken into the room. Airborne Precautions signage required.

Appendix B Vehicle inspection day

During the RFT phase, NSWA will hold a Vehicle inspection day with the Tenderers.

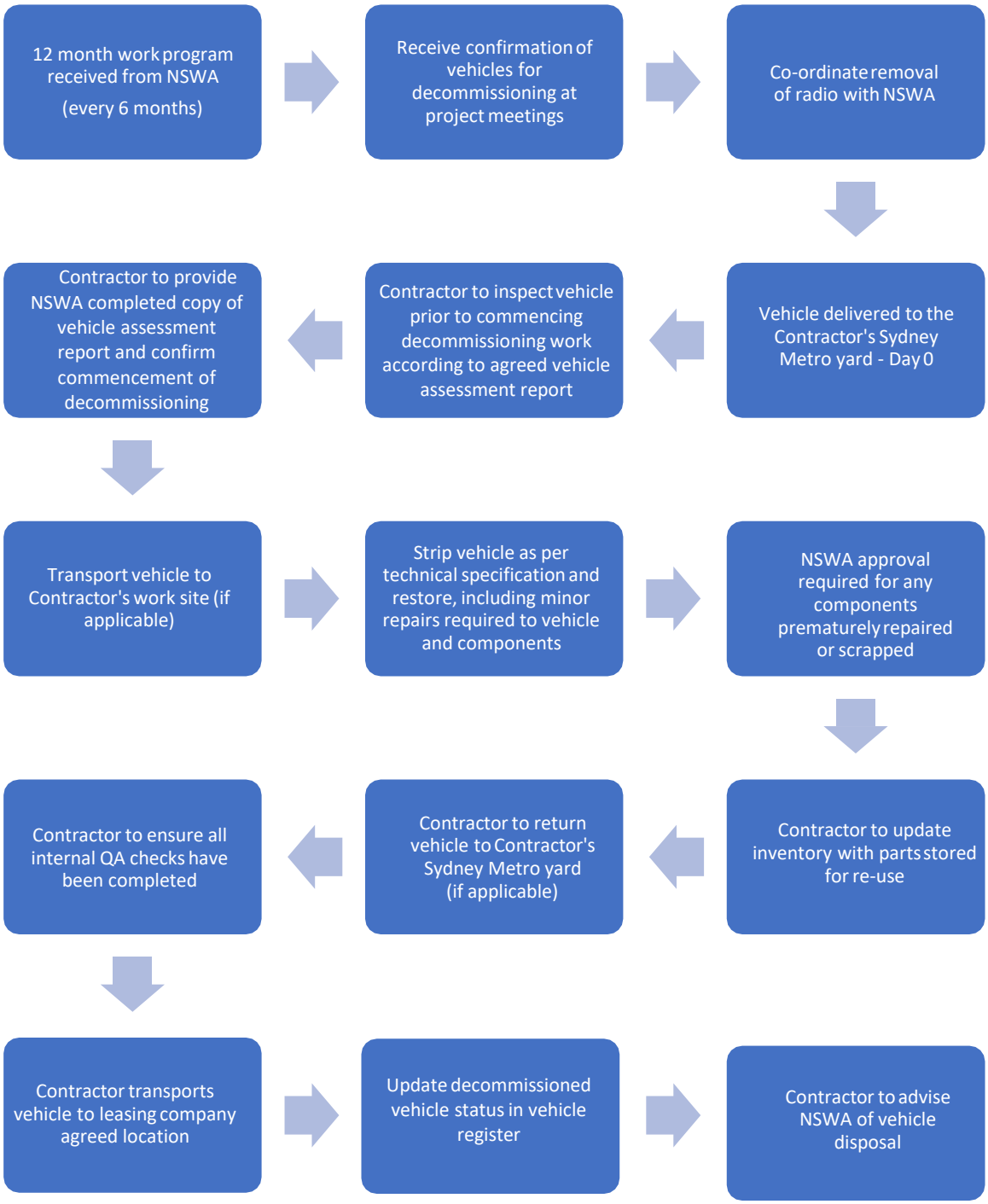
At the Vehicle inspection day, a fully stocked sample of each Vehicle type proposed to be covered by the Contract will be available for the Tenderer's inspection. Tenderers will be given the opportunity to inspect, measure and/or photograph, any information they consider necessary in the preparation of their tender response to supplement the information provided in this specification.

NSW Ambulance representatives will be present to supervise the inspection of the Vehicles, but any information provided by the representative should not be considered to form part of or override NSWA requirements, as outlined in this specification.

Appendix C Decommissioning and Commissioning Flow Charts

Commissioning Flow Chart AMB1 & AMB4 Vehicles – Contractor

Decommissioning Flow Chart AMB1 & AMB4 Vehicles - Contractor



Appendix D Commissioning - NSWA QA Test Inspection Sheet – All Vehicles

This Appendix D contains the Technical Completion Criteria under the Contract.

Inspected by-	**Make / Model-**	**Ambulance Radio Number:** VX9 ☐ ☐ V2 Motorolla ☐ Alpine ☐ Balloon pump
Date-	**Vehicle Plant Number ORANGE**	**Station- VX9**
Rego –DVM89U	**Build No-**	**Vin Number** (check if it matches Compliance) **Compliance No driver pillar:**

Outside Roof Inspection

☐ Lightbar plastic covers secured	☐ Work lights secured	☐ Rear spoiler sealed and secured
☐ Scan Lights 45 degree	☐ Roof pod secured and sealed	☐ Roof clean Roof vent sealed
☐ All Aerials secured	☐ Scan Light Secured	☐ Light bar secured (push up and down to check for movement)
☐ Aerials hand tighten only	☐ All Bolts sealed	

Outside Body Condition

☐ Check Ambulance Marking (bubbles, lifting and missing)	☐ White flashing LED fitted (to bonnet or smart bar)	☐ Reverse sensors fitted top spoiler and bottom step
☐ Body damage from drilling	☐ Fuel type sticker attached	☐ Green LED fitted x2 Wiring thru the side of siren
☐ RHS Sliding door Blacked out	☐ Reverse camera fitted	☐ Rear Spoiler check- all lights tighten
☐ Spot lights secured/ alignment	☐ Vehicle charge port secured and sealed.	☐ Ambulance must be detailed and clean as per Contract
☐ Number plates secured with riverts and matching	☐ Vehicle charge port battery led indicators operational and labelled	☐ MDT fitted ☐YES ☐ NO
☐ Intersection led lights, bracket secured	☐ Vehicle charge port, check for operational Vehicle will not start with charge cable inserted.	☐ Does rego match **MDT** booking Check GVM V6 4050
☐ Bonnet LED's secured	☐ Rear protection system secured	☐ Corner LED sitting straight up
☐ Siren speaker bracket secured (no sharp edges)	☐ Rear protection system sensors secured	
☐ Smart Bar	☐ Check rear corner trims for damage	

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Under Body Inspection					
☐	Webasto wiring secured	☐	Stryker power cable sealed	☐	Under Vehicle ensure any harness sealed appropriately
☐	Fuel tank bolts tight	☐	Check all under plate mounts secured	☐	Charge port boot fitted
☐	Check diesel leaks	☐	Floor screws nil damaged to other parts	☐	Check under Vehicle for loose items (Heater wiring loom secured
☐	Check fuel Webasto fuel lines	☐	Spare tyre cradle bolts tight	☐	Exhaust tip 90 degree bend, clamp tight and clearance ok
☐	Reverse sensor wiring tight	☐	Spare tyre valve facing down	☐	Smart Bar bolts & Siren secured
☐	Reverse beeper secured	☐	Spare Tyre tread matches	☐	Vehicle Sub frame for damage

Front Cabin Inspection					
☐	Ignition is true ignition on tombstone	☐	Front control panel secured	☐	Motorola radio fitted
☐	2 Fire Extinguishers secured	☐	Sun-visors bolts/screws secured	☐	Tait radio fitted
☐	Safety pins attached OEM radio operational	☐	A & B pillar trims secured nil damage	☐	2way radio check on air
☐	OEM GPS map updated Check in information setting	☐	Driver seat bolts secured	☐	2way radio speaker fitted secured
☐	Emr print-out test page in glove box	☐	Passenger seat bolts secured, marked and torqued	☐	2way radio mounting bracket fitted **horizontal,** cover left loose.
☐	Map light fitted and Operational	☐	Seat belts secured/operational	☐	MDT screen secured and not obscuring controls
☐	Height Sticker	☐	Centre console secured	☐	MDT cables/bracket secured
☐	Tracking Sticker& RSA Sticker	☐	Microphone Bracket fitted/ screw length. ***Remove if Tamworth& Queanbeyan***	☐	Ensure Centre console sitting correctly off the ground
☐	Ensure Plant number is visible	☐	Webasto Manual/Contractor Manual	☐	2 way Radio wire to timer block

Patient Compartment Inspection					
☐	Privacy Curtain rail secured		**Grab N Go Locker Check**		**Fold out entry step**
☐	A frame doors secured	☐	Grab N Go locker secured/ dome bolts	☐	Fold out entry step secured
☐	A frame latches secured	☐	Checks bolts are not protruding into fuel tank	☐	Fold down entry step safe load 200 kg sticker fitted

	Rear Facing Seat Check	☐	No sharp edges protruding corners	☐	Yellow Grip tape & Angle strip
☐	Rear Facing seat Adjusts	☐	Grab N Go locker Yellow Belts fitted	☐	Rivets/ bolts sealed
☐	Rear Facing seat belt retracts	☐	Grab N Go locker Andy strap fitted	☐	Fold out step hinge secured
☐	Rear Facing seat Vinyl, free damage	☐	Sealed inside of locker	☐	Step landing on sill secured
☐	Rear Facing seat bolts secured with washer plates	☐	Top hat fitted to rear	☐	No sharps edges on step
☐	Rear Facing seat *floor sealed inside*	☐	Free of damages	☐	Step sits flush with Vehicle sill no flexing on one side
	Left side check		**Workstation Cabinet**		**Forward Facing seat check**
☐	Bin area door, rails latches	☐	Workstation Life-pak harness check length fits LP15	☐	Forwarding facing seat slides
☐	Left hand side overhead lockers	☐	Workstation Drawers (all rails slide freely)	☐	Forwarding facing seat vinyl free of damage
☐	Yellow Sharps funnel fitted	☐	Workstation dividers fitted/ Perspex top foam in the bottom	☐	Forwarding facing seat belt retracts/ check signs of Defects
☐	Check all Plastic trays	☐	Emr Dock Power/green led on	☐	Seat base Sealed all around
☐	All Grab rails secured	☐	Emr loom cables free of damage/ Pwr cable length enough to reach laptop	☐	Seatbelt buckle operational/ seatbelt retracts
☐	All Curtains secured & tension	☐	Lifepak 15 metal anchors(not protruding past workstation top) sharp edges	☐	Forwarding facing child seat anchor point fitted and secured
☐	Eye hooks tighten	☐	Top Plastic cover secured	☐	
☐	Curtain Velcro dots secured	○	Floor	○	
☐	Window rubber secured	○		○	

Right side inspection

☐ Oxygen outlets clearly (Medical oxygen)	☐ Timer operational on oxy screen	☐ 240 volt operational RCD test
☐ AUX lights, Suction pump operational	☐ Oxygen wall panel Equipment	☐ Sphymo operational(holds pressure)
☐ Oxygen Mask rack secured	☐ Oxygen Bay screen/control panel operational	☐ Rear Heater operational (must continue to operate with ignition turned off) check sensor beeps
☐ All Plastic doors nil sharp edges	☐ Roof Vent operational, Cord attached	☐ Right hand side Overhead lockers secured
☐ IV hooks fitted both sides/ rear	☐ Cannon plugs 12volt power supplied	☐ Overhead locker bolts/ hinges secured
☐ Floor must be completely sealed against ingress of fluids	☐ Screws fasten into lockers must be covered	☐ Touch screen operational

Comments

○
○
○
○

Outside sliding door Oxy Bay inspection

☐ Oxygen lines secured and kink free	☐ Oxygen Test sticker signed off	☐ Stryker charger fitted and charging spare battery
☐ Oxygen bottle holder threads bend free	☐ Oxygen decal sticker	☐ 2way radio cables pwr,speaker,coxial,comms x4
☐ Oxygen instruction fitted	☐ Gromet Suction Pump hose outside to internal x 2	☐ Check for 12V Power supply Tait and Motorola Tait PWR cable size
☐ Oxygen bottle rubber mount secured and sealed	☐ Suction pump sealed and secured	☐ Heater unit and plumbing secured
☐ Oxygen Bay light operates	☐ retaining bars, locking wheels functional	☐ Heater safety stickers fitted
☐ Riverts installed correctly	☐ 240v Inverter Pure sine, mounts cracks	☐ Check for loose items
☐ A frame locker clean and sealed	☐ Inverter secured, operational and Earthed. Must be switch into the “ON” position	☐ Version 2 radio must have Timer wire fitted to Red cable from power block

Electrical Check

☐ Emergency Beacons operational -light bar flash pattern set to random	☐ OEM A/C operational Front and Rear	☐ Check all blue/red leds flashing Test keys are operational
☐ AUX start operational, disconnect main and test it engages.	☐ Reverse buzzer operational, switched off with park lights and flash indicators	☐ Spot lights operational
☐ Interior lights operational- High lights and Low lights	☐ All Control panels/screen functioning	☐ Both Green led lights fitted and operational
☐ Right work light & Left work light	☐ Siren operates and tone changes with floor switch	☐ Central locking operates
☐ Reverse sensor indicator top & bottom lights up	☐ White Led light flashing, switched off with park-brake and park lights	☐ Check keys each one unlocks and locks
☐ Brake light(Top/Camera operational)	☐ Inverter turns ON beeps check GPO	☐ Entrance Sliding Door LED Light
☐ Reverse camera operates	☐ All OEM lighting	☐ Indicators and hazards flashing

Comments

○
○
○
○

Stretcher Type
STRYKER
Stretcher Plant Number
#
Stretcher Serial number
#
Loader Serial number
#

- ☐ Check **Unloading** of stretcher
- ☐ Check stretcher **Loading**
- ☐ Check stretcher **Loading height**
- ☐ Check for **leaks on both units**
- ☐ Check frame reflectors fitted
- ☐ Check service sticker fitted

Comments:

- ☐ Check restraints fitted
- ☐ Check both upper and lower controls operational
- ☐ Check for lose bolts
- ☐ Check loader **charging**, flashing green on the loader to indicate
- ☐ Check **stretcher charging**
- ☐ 1 Stryker Spare Restraints
- ☐ Push Handle secured

Books / Manuals

- ☐ 4 keys (Sign the tag to confirm)
- ☐ Vehicle contractor manual
- ☐ Vehicle OEM owner's manual
- ☐ Rear Heater Manual
- ☐ Stretcher Manual
- ☐ Fuel cards supplied

Engine Bay Inspection

- ☐ AUX Battery terminals/ bracket secured
- ☐ AUX start operational, disconnect main and test
- ☐ AUX Battery charging
- ☐ AUX battery bracket clearance(Headlight globes)
- ☐ Engine bay wiring secured
- ☐ Wiring harness for Led lights and siren secured
- ☐ Relays and fuse brackets secured
- ☐ Clearance to change headlight globe
- ☐ LED lights grill wiring secured

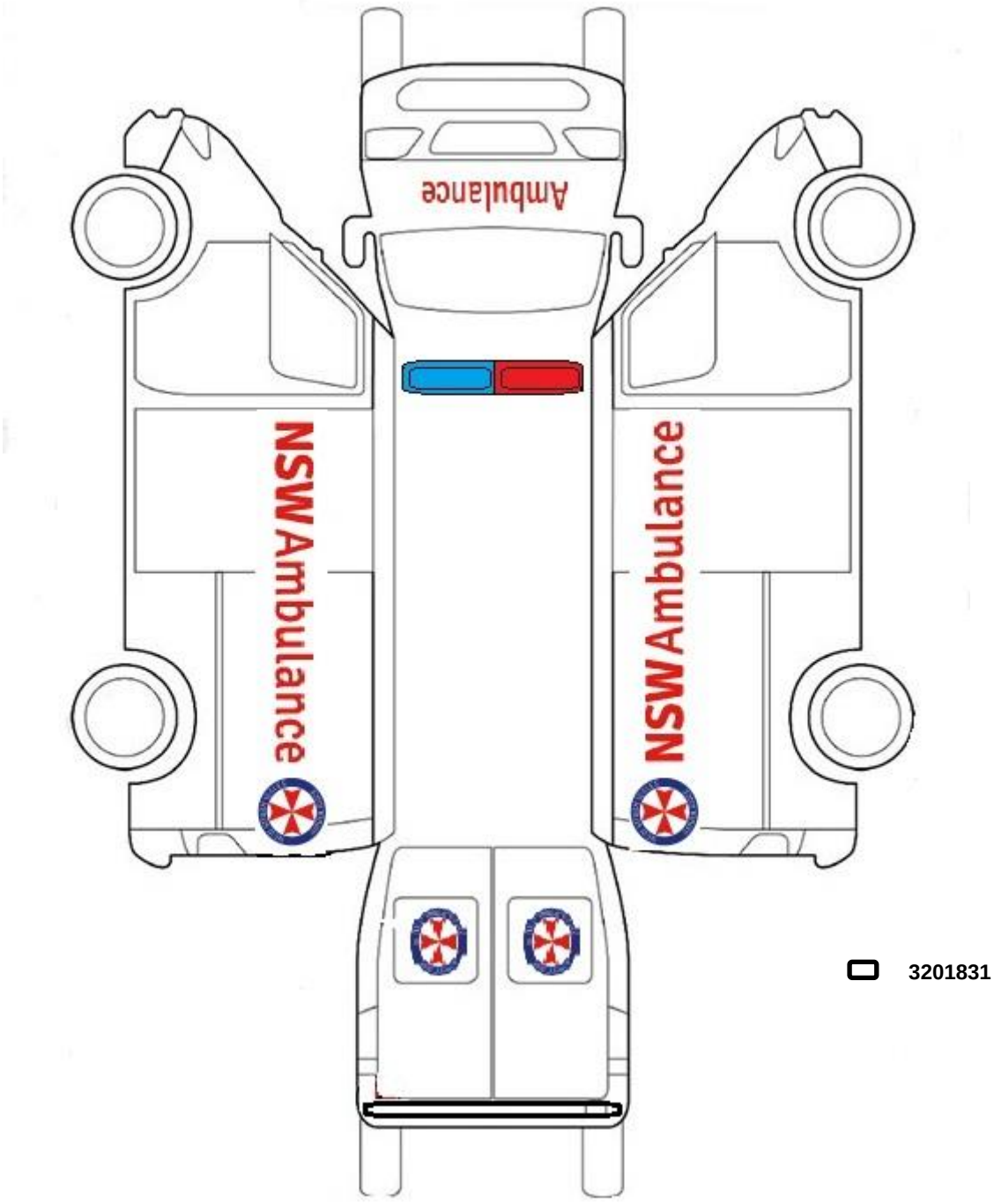
AUX Battery charging Rate	**Main battery charge rate**	☐ **Alpine 3rd Battery charging And also from charge port**
Volts-	***Volts-***	Volts-

- Note: Balloon pump lifter must have Stryker XPS wings fitted Helo vehicle with larger inverter (2000 watt) engineer's cert
- Correct charge wire for alpine is correctly fitted to positive side of solenoid thus charging 3rd battery

Comments

Sign:

Body Report for damage ☒ cross to identifiy



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- Comment:_____

Appendix E Initial Decommissioning Condition Assessment Checklist – All Vehicles

Sample of checklist to be completed on receipt of Vehicle to be decommissioned.

This checklist (or similar, customised to Vehicle) is to be used for the determination of what is considered fair wear and tear. Images and further details are contained in the State Fleet Vehicle Assessment Guide available from NSWA.

Item		Acceptable
Vehicle general		
VG	Missing	
1	Missing keys (second set)	NO
2	Missing door or security system remotes	NO
3	Missing service manual and/or Vehicle handbook	NO
4	Missing manufacturers badges	NO
5	Missing Compliance plates or stickers	NO
6	Missing Cargo barrier or cargo Blind (if fitted on lease)	NO
7	Missing tools from boot (including car jack)	NO
8	Missing internal trim, plastic mouldings, kick panels etc	NO
	Other	
9	Mobile phone kit still in Vehicle	NO
10	After market Equipment that limits the saleability of the Vehicle	NO
11	Cigarette smoke impregnation	NO
12	Insignia, markings, logos etc	NO
13	Broken or damaged aerial(s)	NO
14	Non functioning Audio / GPS / or other electrical Equipment	NO
Vehicle outside		
VO	Panel damage	
1	Minor panel damage – scratching less than 25mm and 1mm wide, shallow, limited	YES
2	Minor panel damage – dents less than 25mm diameter and 1-2mm in depth, no paint penetration, limited number on Vehicle (10) if not in one location	YES
3	Minor paint fading excluding marks from bird droppings, fuel or fluid spillages etc.	YES
4	Minor stone chipping on front bonnet and bumper bars and/or front air dams, doors sills	YES
5	Major panel damage – scratching which has penetrated the top two layers of paint,	NO
6	Major panel damage – dents greater than 25mm or dents with penetration into the paint	NO
7	Major stone chipping, hail damage or other panel scraping	NO
8	Unrepaired, poorly repaired panel damage, rust or corrosion	NO
9	Unrepaired aerial holes	NO
	Paintwork	
10	Paint damage caused from bird droppings, fuel or fluid spillages etc.	NO
11	Paint damage from touch ups with wrong paint colour, colour mismatch, non automotive paint etc	NO
12	Major scapes or paint flaking etc on bonnets, roofs, doors, mudguards boots lids etc	NO
13	Major abrasions caused by misused cleaning agents or overuse of automatic car wash methods	NO
14	Damage caused by the attachment or removal of insignia, markings, logos etc	NO
	Bumper Bars	
15	Minor parking damage such as light scratches, parking scrapes etc	YES
16	Minor dents, cuts, cracks, pressing scars, gouges etc	YES
17	Major holes, distortions, non alignment with body etc	NO
18	Missing bumper bar protection strips	NO
	Rear Spoilers / Front Air Dams	
19	Minor scrapes, light scratches or paint nicks etc	YES
20	Major dents, missing chunks, cracks, deformed end wings (RS) or broken ailerons	NO
21	Misalignment with the body or denting into boot lid or front panels	NO
	Mouldings / Grills / Mudflaps / Mirrors	
22	Minor scrapes, light scratches or paint nicks etc	YES

Item		Acceptable
23	Missing mouldings, grills, mudflaps etc	NO
24	Missing or broken side mirrors	NO
	Windows	
25	Unroadworthy windows (would not meet a NSW pink slip inspection)	NO
26	Minor chips, bullseyes, stars, scratches, craters, pitting in limited numbers not in “swept area” (5 in total)	YES
27	Discolouration of tinting or lifting or bubbled tint on any glass area	NO
28	Wiper marks (grooved, etched or frosted) which are obvious on the windscreen	NO
28	Major chips, bullseyes, stars scratches, craters, pitting or delamination in field of vision	NO
30	Major cracks in any glass areas	NO
31	Inoperable manual or electric window winders	NO
	Lights and lenses	
32	Non operational lights (any)	NO
33	Chipped or cracked (small) lens or lights covers	YES
34	Cracked or holed lens or light covers that would permit water penetration	NO
Vehicle underside		
VU	Panel damage	
1	Minor dents and deformations, stone chipping	YES
2	Major dents that could cause impedance into cabin area	NO
3	Major deformation of the underside panels caused by accident or impact damage	NO
	Exhaust Systems	
4	Minor dents, exhaust soot and minor rattling	YES
5	Leaks, holes, crushing damage etc	NO
6	Catalytic converter clogging requiring replacement	NO
7	Excessive vibrations or loud vibrations inside car interior	NO
	Leaks	
8	Oil spotting from around sump, transmission, differential, shock absorbers etc	YES
9	Oil leaks from around sump, transmission, differential, shock absorbers etc	NO
	Tyres / Wheels / Trim	
10	Unroadworthy tyres - including flats (would not meet a NSW pink slip insp)	NO
11	Missing spare tyre	NO
12	Minor scuffing or cuts on tyres	YES
13	Minor scuffing or scratching on wheel trims (up to 10% of total surface area)	YES
14	Missing wheel trims or badly broken or disfigured wheel trims	NO
15	Major damage including large gouges, breaks, cuts to wheel rims etc	NO
Vehicle inside		
VI	Seats / Door trims / Floor Carpets / Luggage / Boot trim	
1	Normal odours associated with age of Vehicle (excluding cigarette or tobacco smoke	YES
2	Minor soiling or fraying of fabric caused by normal use	YES
3	Permanent soiling, rips, cuts, staining, grease marks caused by misuse	NO
4	Cigarette burns in seats	NO
5	Holes worn through carpet by non use of floor mats or misuse	NO
6	Tears in roof lining or door trims	NO
7	Missing door handles, head rests, trim, panels	NO
8	Broken door locks; electric door switches, etc	NO
9	Frayed or missing seat belts or inoperable seat belt retracting units	NO
10	Screw holes (<5) from mobile phone or other electronic Equipment removal	YES
	Dashboard	
11	Minor scratches, marks, scuffing or paint nicks etc	YES
12	Missing cigarette lighter, coin trays, cup holders etc	NO
13	Missing internal Equipment or Equipment knobs (audio/GPS etc)	NO
14	Major scratches, holes over 3mm, cracking etc	NO
	Rubber seals	
15	Minor compression, small cuts (not affecting the function of the seals)	YES
16	Scuffs, marks and minor lifting (not affecting the function of the seals)	YES
17	Large cuts, missing sections of seals	NO
	Tray (light commercials)	
18	Minor to medium scratches consistent with goods carrying	YES

Item		Acceptable
19	Minor dents to base, walls, tailgate and wheels arches.	YES
20	Major paint removal with rust showing	NO
21	Minor scuffing, scratching and scouring to fitted liner tray	YES
22	Major holes, breaks, jagged edges to fitted liner tray	NO
23	Cuts, holes and tears to tonneau (hard or soft) cover	NO
24	Missing centre support for soft tonneau cover	NO
25	Broken or non functional locks for hard tonneau cover	NO
Vehicle mechanicals		
VM	Brakes	
1	Unroadworthy brakes (would not meet a NSW pink slip inspection)	NO
2	Excessive squealing	NO
3	Oil leaks at master cylinders or slave cylinders	NO
	Engine	
5	Failure to service at manufacturers specified schedules	NO
6	Excessive blowing of oil	NO
7	Harsh vibrations or knocking	NO
8	Damaged, leaking or rusted cooling system components	NO
9	Low oil levels, oil leaks or cooling system leaks	NO
10	Non functioning battery	NO
	Transmission / Differential	
11	Failure to service at manufacturers specified schedules	NO
12	Excessive noise or whining	NO
13	Low oil levels	NO
Vehicle Fitouts		
VF	Equipment	
1	Damage caused to internal cabin by major fitout and removal of electronic or other specialised after market Equipment	NO
	Lifters	
2	Damage caused to internal or external by major fitout and removal of specialised after market lifting Equipment	NO

Appendix F Post Decommissioning Roadworthy Inspection – All Vehicles

DECOM ROADWORTHY CHECK **Rego:**_____ **TRIM FOLDER NO:**_____
Version 2015/002

Plant Number:_____

Make		Model Details
☐	Merc	
☐	Other	

NSW Ambulance

☑ Outside Vehicle

- ☐ Inspect tyres for any signs of bulges, cuts or distortion, minimun tread 1.5mm.
- ☐ Inspect windscreen and all windows for signs of cracks
- ☐ Check ALL doors including tailgate, boot must open and close
- ☐ Inspect for body damage,scratches, side indicators,mirrors etc
- ☐ Check All lights are operational
- ☐ Check All electrical systems are operational

Vehicle Underside

- ☐ Inspect for oil leaks
- ☐ Inspect for mechanical failures
- ☐ Inspect for worn suspension
- ☐ Inspect exhaust system for signs of damage

Vehicle Engine Bay

- ☐ Check vehicle battery charging
- ☐ Check all fluid levels
- ☐ Inpect for signs of leaks
- ☐ Inspect & Check for any signs of mechanical failures

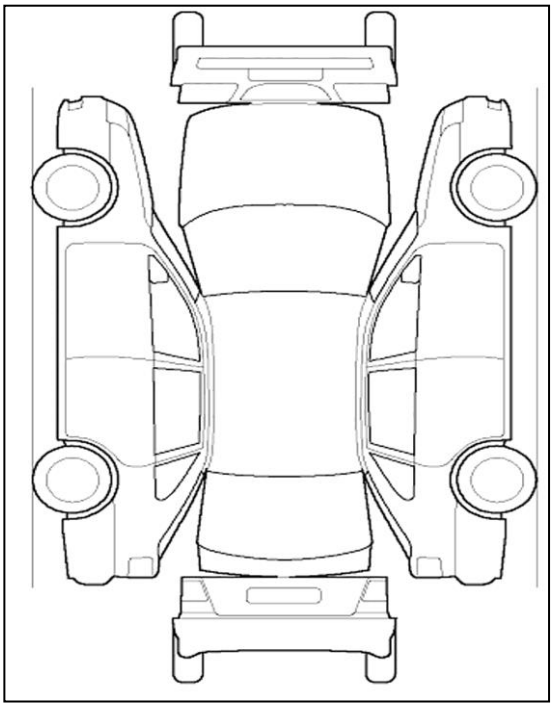
Roadtest Vehicle

- ☐ Check for abnormal noises
- ☐ Check brakes
- ☐ Check wipers
- ☐ Check horn
- ☐ Check suspension/ knocking noises(front end)
- ☐ All seatbelts are operational

Misc

- ☐ Vehicle must have two keys
- ☐ Log book, Service manual
- ☐ Remove Tait brick and Mic Handset

☒ Body Report



Comments:

Vehicle Must be in **Roadworthy** condition before it departs to Decom
Name: Date: Workshop:

Send copy to Fleet Management AMBULANCE-Fleet@health.nsw.gov.au Copy left in Decom vehicle

Appendix G Source and Reuse of Fitout Items

Key:

R= remove	F = Fit	A = NSWA supplied
RD = Remove and Destroy	FN = Fit New	L = Leave in Vehicle
RP = Remove and plug all holes	* = Where fitted	

Note: Items that are 'R' or 'RP' in this table for Decommissioning are expected to be re-fitted into a new Vehicle during Commissioning at least once (i.e. lifespan of item is twice the operational lifespan of the Vehicle). Items that are damaged and cannot be refitted to a second Vehicle shall be reported to NSWA.

Description	Decommissioned Vehicle	Commissioned Vehicle	Comments
	Sprinter	Sprinter	
Curtains	RD	FN	
Plant Number	RD	FN/A	
Vehicle Markings	RD	FN	
Powered stretcher, charger, guide, wiring and loader	R	F/A	
Powered stretcher	R	F/A	Contractor to set height and fit restraints, plant number, reflectors, service sticker and NSWA decal
Drop leg stretcher floor locks, guides, loading ramp (Amb4)	R*	F/A*	Stretcher loading to be checked. Worn guides to be replaced
Roof Pod including all warning lights, work lights, indicator lights, associated wiring	RP	F/A	
All warning lights, siren, work light, associated switches wiring siren amp, etc.	R	F	
Rear light bar	R	FN	NCV3 to VS30 only
Floor and floor covering	L	FN	
All internal cabinets and associated brackets/fasteners, external fittings	R	F	Any holes in the out walls, floor and roof are to be sealed
Two way aerial, aerial base	R	FN	Check for serviceability
Vehicle Management System (VMS)- currently Acetech system	R	FN	Check for serviceability For Sprinter Commissioning, will change to F during the

Description	Decommissioned Vehicle	Commissioned Vehicle	Comments
	Sprinter	Sprinter	
			Contract term: partial reuse for NCV3 to VS30, full reuse for VS30 to VS30.
Rear air-conditioning duct	L	L	
Rear protection system	L	FN*	
Attendant seats, seat belt and associated brackets	R	F	
Centre Console	R	F	
Oxygen cylinder brackets and outlets	R	F	Pressure test and report
Oxygen hoses (lines)	RD	FN	
Interior roof lining	L	FN	
Interior trim panels	L	FN	
Second Battery and associated switches, solenoids brackets etc.	R	FN	Refit brackets and solenoid. Supply and fit new battery
Rear bumper LED	R	FN	
Green LED light over number plate	R	F	
External charge port with battery indicators	R	F	
Side step	R	F	
Rear Heating System	R	F	Supply new battery if fitted to decommissioned Vehicle
Mobile Data Terminal and Global positioning System	R	F/A	Check for serviceability
External Work Lights	L/R	F-FN	Sprinter – rear leave on spoiler, front remove.
Towbar and towbar tongue	L	L	Will be supplied with the base vehicle.
Powered stretcher push handle (Amb1)	L	FN*/L*/A	Contractor to fit if not already fitted to the powered stretcher

Appendix H Principal Supplied Equipment

This list is contains information about the more substantial pieces of Principal Supplied Equipment and a selection of other items to assist with the correct sizing and design of storage locations.

The Vehicle Equipment Checklist in **Appendix I** provides a more comprehensive list of the items a fully stocked Amb1 Vehicle must contain.

Description	Height (mm)	Width (mm)	Depth (mm)	Weight (grams)
Consumables				
Medication Kit	310	510	220	10,000
First Aid Kit	280	390	250	5,100
Paediatric kit	135	350	250	2,300
Intubation kit	110	420	255	3,200
Box of gloves	130	250	80	750
Sharps Container (Amb1)	350	140	225	5,000
Sharps Container (Amb4)	210	100	100	,2000
personnel Kit bag	300	600	300	1,500
Oxygen Bottle D	670	160	160	12,600
Oxygen Bottle C	520	110	110	5,000
Oxygen masks	60	100	100	200
Stokes litter (Amb4)	2160	620	240	10,000
Scoop stretcher (Amb4)	1780	450	57	8,000
NSWA Case sheet folder	440	290	25	1,000
Splint Bag	430	800	30	1,100
Ruggedized PC	55	285	225	2,700
Two Way Portable Radio				65
Oxygen tubing	(comes in a pack of 1m length)			200
Airway management Equipment	Multiple items			Less than 1000
Burns Kit	330	390	160	590
Maternity Kit	330	390	160	150
Rear shelf kits x4	280	510	170	500
Smart label Kit	200	270	100	0
Specialist Medical Equipment				
Defibrillator	260	640	360	11,200
Oxygen resuscitation kit	590	320	200	12,000
Spare Airway Kit	330	320	200	12,000
Spare Fluid Kit	330	390	160	4,700
Oxygen resuscitation kit	590	320	200	12,000
Spine Boards	1825	420	65	5,000
Carry Chair	1000	380	200	12,500
Lifting Cushion (e.g. ELK)	115	620	260	3,600

Appendix I Amb1 Equipment and Consumable Checklist – Form 341

NSW Ambulance

Form - 341

Monthly Equipment Checklist - Vehicle
Expiry dates to be checked when restocking

CAR NO.:_____ STATION:_____

Location	Item	Item number	Qty	IC Only	___/___ (MM/YY)	___/___ (MM/YY)	___/___ (MM/YY)	Superstations Only - Paramedic Responsibility
CAB								
PASSENGER DOOR								
47	ALCOHOL BASED HAND RUB - 125ml	2400863	1					
47	MOISTURISER	506469	1					
47	TORCH	510095	1					
GLOVE BOX								
48	MENINGOCOCCAL SEPTICEAMIA ALERT CARDS	536888	4					
48	PATIENT ADVICE LABELS	537075	5					
48	PERMANENT MARKER	1013319	1					
48	PEN	2187450	1					
48	SCRIBBLE PADS	517948	1					
48	STAPLER	1916637	1					
48	BP FUEL CARD	CAR	1					
48	CALTEX FUEL CARD	CAR	1					
48	SHELL FUEL CARD	CAR	1					
48	PHONE & MODEM CHARGER (IF APPROPRIATE)	CAR	1					
CENTRE CONSOLE								
49	ALCOHOL BASED HAND RUB 1L	2009366	1					
49	PATIENT HEALTHCARE RECORDS FOLDER	537115	1					
49	STREET DIRECTORY	N/A	1					
49	CLINICAL RESOURCE FOLDER	KIT	1					
49	PARAMEDIC USAGE LIST & CLIP BOARD (SUPERSTATIONS ONLY)	N/A	1					
49	DISINFECTANT - 500ml (IF APPROPRIATE PER ROLL OUT)	512044	1					
DRIVER DOOR								
50	ALCOHOL BASED HAND RUB - 125ml	2400863	1					
50	INSECT REPELLENT	2908247	1					
50	SUNSCREEN	2458101	1					
50	MOISTURISER	506469	1					
50	TORCH	510095	1					
OTHER - CAB								
CAB	FIRE EXTINGUISHERS	CAR	2					
CAB	VEHICLE MANUAL	CAR	1					
CAB	FACIAL TISSUES	2010879	1					
CAB	DISINFECTANT WIPES (50 WIPES) (IF APPROPRIATE PER ROLL OUT)	838966	1					
F	PORTABLE RADIO	-	2					
GLOVE HOLDER (ROOF)	BOX OF GLOVES (SIZES PER CREW)	VARIOUS	2					✔

NOTE: VEHICLE TO HAVE DISINFECTANT WIPES OR DISINFECTANT 500mL DEPENDING ON THE STATION'S ROLL OUT STATUS OF THE DISINFECTANT WIPES

Car Number:_____

Location	Item	Item number	Qty	IC Only	___/___ (MM/YY)	___/___ (MM/YY)	___/___ (MM/YY)	Superstations Only - Paramedic Responsibility
TREATMENT AREA								
COMPARTMENT INSIDE LEFT HAND SLIDING DOOR								
A	OXYVIVA	KIT	1					✔
B	MEDICATIONS KIT (GREEN KIT)	KIT	1					✔
C	LIFEPAK	KIT	1					✔
D	PAEDIATRIC RESUS KIT	KIT	1					
E	FIRST AID KIT	KIT	1					
G	INTUBATION KIT	KIT	IC ONLY	1				
15	SMART TRIAGE KIT	KIT	1					
COMPARTMENT UNDER BINS								
42	BLUE PLASTIC BAG	537217	5					
42	PATIENT MEDICATION BAG	536868	5					
42	WHITE PLASTIC BAG - MICROSURGERY	537218	5					
42	DUSTPAN & BRUSH	1474197	1					
42	YELLOW BAG - CONTAMINATED WASTE	507371	2					
42	SHARPS CONTAINER, 1.8L (SPARE)	535294	1					
42	THERMAL PAPER PRINTER ROLL	551385	1					
UNDER REAR-FACING SEAT								
30	UNDER PADS - BLUEY (STORED IN PLASTIC BAG)	502577	5					
30	BED PAN	507230	1					
30	"P" BAG - WITH FUNNEL	536857	2					
30	URINAL	505335						
30	TOILET PAPER ROLL (STORED IN PLASTIC BAG)	2446790	1					
30	THROMBOLYSIS KIT (IF APPROPRIATE)	KIT	1					
TOP COMPARTMENTS BESIDE REAR-FACING SEAT								
17	DECOMPRESSION (DWELLCATH) KIT	KIT	IC ONLY	2				
		OR						
17	RUSSELL PNEUMOFIX KIT	KIT	IC ONLY	2				
NOTE: VEHICLE TO CONTAIN DECOMPRESSION (DWELLCATH) KITS OR RUSSELL PNEUMOFIX KITS DEPENDING ON TRAINING OF INTENSIVE CARE PARAMEDIC								
18	INTRAGASTRIC EQUIPMENT KIT	KIT	IC ONLY	1				
19	MASK, NEBULISER - ADULT	506045	6					
20	MASK, NEBULISER - CHILD	508579	6					
21	MASK, NON REBREATHER - ADULT	530929	6					
22	MASK, NON REBREATHER - CHILD	537040	6					
23	MASK, HUDSON - ADULT	506046	6					
24	MASK, HUDSON - CHILD	506050	6					
COMPARTMENTS BESIDE REAR-FACING SEAT								
29	GUEDEL CLEAR 3cm	520237	1					
29	GUEDEL PINK 4cm	500133	1					
29	GUEDEL BLUE 5cm	520238	1					
29	GUEDEL BLACK 6cm	520239	1					
29	GUEDEL WHITE 7cm	520240	1					
29	GUEDEL GREEN 8cm	520241	1					
29	GUEDEL YELLOW 9cm	503982	2					
29	GUEDEL RED 10cm	503983	2					
31	NEBULISER T CONNECTOR	501079	2					
31	CATHETER MOUNT	508047	1					
31	NASOPHARYNGEAL 16FG x 3.5mm	503975	1					
31	NASOPHARYNGEAL 19FG x 4.5mm	503977	1					
31	NASOPHARYNGEAL 22FG x 5.5mm	503979	1					
31	NASOPHARYNGEAL 6.5mm	500123	1					
31	NASOPHARYNGEAL 7.5mm	500125	1					
31	NASOPHARYNGEAL 8.5mm	505737	1					
31	MASK - RESUSCITATION - ADULT	519956	1					
31	MASK - RESUSCITATION - CHILD	521442	1					
31	ADULT BVM	839664	1					
31	NEONATAL BVM	839662	1					
31	PAEDIATRIC BVM	839663	1					
31	CATHETER - Y SUCTION FG06	500836	1					
31	CATHETER - Y SUCTION FG08	500837	1					
31	CATHETER - Y SUCTION FG12	506081	1					
31	CATHETER - Y SUCTION FG14	500835	1					

Car Number:_____

Location	Item	Item number	Qty	IC Only	___ /___ (MM/YY)	___ /___ (MM/YY)	___ /___ (MM/YY)	Superstations Only - Paramedic Responsibility
SHELF NEXT TO REAR-FACING SEAT								
35	OXYGEN TUBING	505253	6					
36	IGEL SIZE 2	548924	1					
36	IGEL SIZE 2.5	548925	1					
36	IGEL SIZE 3	548926	1					
36	IGEL SIZE 4	548927	1					
36	IGEL SIZE 5	548928	1					
36	LUBRICATING JELLY	514077	2					
36	AIRWAY KIT FOR LMA AND ETT	537010	2					
36	BOUGIE - PAEDIATRIC 10FG	836380	IC ONLY	1				
36	BOUGIE - ADULT 15FG	836379	IC ONLY	1				
37	NASAL PRONG TUBING	500773	5					
SUCTION UNIT								
38	YANKAUER SUCKER	503386	1					
38	SUCTION TUBING	505330	1					
38	SUCTION LINER - BLUE LID	506922	2					
SHELF NEXT TO TREATING SEAT								
1	LABEL, AMBULANCE INSERTED - YELLOW	554557	1					
1	SPHYGMO CUFF - CHILD	537031	1					
1	SPHYGMO CUFF - ADULT	506260	1					
1	SPHYGMO CUFF - OBESE	506261	1					
1	THERMOMETER TYMPANIC	537219	1					
1	THERMOMETER COVER TYMPANIC	501165	1					
1	FINGER PULSE OXIMETER	-	1					
1	VOMIT BAG	500180	8					
1	ELASTOPLAST TAPE - WHITE 7.5cm	500045	1					
1	MICROPORE TAPE	536830	1					
HANGING	TOURNIQUET	505184	2					
UNDER SHELF NEXT TO TREATING SEAT								
2	SHAMPOO 200ml	522606	1					
2	CREPE BANDAGE - 5cm	505960	5					
2	CREPE BANDAGE - 7.5cm	504062	5					
2	CREPE BANDAGE - 10cm	520291	5					
2	DRESSING - COMBINE 10cm x 10cm	501365	6					
2	DRESSING - COMBINE 20cm x 20cm	501367	6					
2	DRESSING - NON ADHESIVE 10cm x 10cm	501388	6					
2	DRESSING - EYE PADS	502564	2					
2	DRESSING - MULTI TRAUMA	501467	2					
2	ARMLOCK SPLINT	537015	1					
2	ICE PACK	537043	2					
2	SODIUM CHLORIDE 0.9% - 30ml	513323	6					
2	THERMAL/RESCUE BLANKET	500476	2					
2	TRIANGULAR BANDAGE	504066	4					
2	ALCOHOL BASED HAND RUB - 125ml	2400863	1					
2	TOWEL ALLPURPOSE	509280	1					
2	DRESSING PACK A&E	502539	1					
2	STERI STRIPS 12mm x 100mm	503112	2					
2	MECHANICAL ARTERIAL TOURNIQUET	540212	1					
2	PEAK FLOW METER	502368	1					
2	PEAK FLOW METER DISPOSABLE MOUTH PIECE	505456	1					

Car Number:_____

Location	Item	Item number	Qty	IC Only	___ /___ (MM/YY)	___ /___ (MM/YY)	___ /___ (MM/YY)	Superstations Only - Paramedic Responsibility
CRASH DRAWER (TOP)								
3	CANNULA - 16G Grey	500755	4					
3	CANNULA - 18G Green	500757	6					
3	CANNULA - 20G Pink	500747	6					
3	CANNULA - 22G Blue	500762	6					
3	CANNULA - 24G Yellow	500765	4					
3	SYRINGE - 1ml	509239	5					
3	SYRINGE - 3ml	503491	5					
3	SYRINGE - 5ml	503495	5					
3	SYRINGE - 10ml	503486	8					
3	IV ADHESIVE DRESSING	508194	10					
3	REFLUX VALVES	503876	10					
3	COMBICAPS	500800	10					
3	SODIUM CHLORIDE 0.9% - 10ml	513909	15					
3	ALCOHOL MEDI-SWABS	503474	40					
3	GLUCOMETER	522073	1					
3	GLUCOMETER - TEST STRIPS	536835	20					
3	LANCETS	506039	20					
3	NEEDLE - BLUNT 18g Red	502472	10					
3	NEEDLE 23g Blue	502447	10					
3	NEEDLE 25g Orange	502450	10					
3	BAND-AIDS	501360	10					
3	GAUZE SWAB	506163	4					
3	ZINC OXIDE TAN ADHESIVE TAPE	500064	1					
3	COBAN TAPE - BROWN TAPE	520303	1					
3	TORCH - PENLIGHT	503570	1					
3	RAZOR	502780	4					
3	SAFETY PINS	631705	6					
3	TOURNIQUET	505184	1					
3	ALL APPROPRIATE MEDICATION LABELS	VARIOUS	SHEET					
CRASH DRAWER (BOTTOM)								
4	INTRANASAL ADMINISTRATION KIT	537009	2					
4	SCISSORS - UNIVERSAL 18cm	502840	1					
4	SCISSORS - BLUNT STRAIGHT 13cm	517583	1					
4	SYRINGE - 20ml	518702	2					
4	PERMANENT MARKER	1013319	1					
4	GLASS AMPOULE OPENER	536846	1					
4	NEEDLE - INTRAOSSEOUS	504755	IC ONLY	2				
4	ADRENALINE 1:10000 1mg in 10mL	STORES	8					✔
4	ADRENALINE 1:1000 1mg in 1mL	STORES	5					✔
4	GLYCERYL TRINITRATE 300mcg tablets	STORES	1 pack					✔
4	ASPIRIN 300mg tablets	STORES	1 pack					✔
4	BENZYL PENICILLIN 600mg vial	STORES	2					✔
4	DROPERIDOL 10mg in 2ml	STORES	2					✔
4	FEXOFENADINE 180mg tablets	STORES	1 pack					✔
4	GLUCAGON 1mg Hypokit	STORES	2					✔
4	GLUCOSE GEL 15g in 37.5g tube	STORES	2					✔
4	HYDROCORTISONE 100mg in 2mL	STORES	2					✔
4	IBUPROFEN 200mg tablets	STORES	1 pack					✔
4	IPRATROPIUM BROMIDE 250mcg in 1mL	STORES	5					✔
4	IPRATROPIUM BROMIDE 500mcg in 1mL	STORES	5					✔
4	METOCLOPRAMIDE 10mg in 2mL	STORES	2					✔
4	NALOXONE 400mcg in 1mL	STORES	5					✔
4	ONDANSETRON 4mg in 2mL	STORES	2					✔
4	PARACETAMOL 500mg tablets	STORES	1 pack					✔
4	SALBUTAMOL 2.5mg in 2.5mL	STORES	5					✔
4	SALBUTAMOL 5mg in 2.5mL	STORES	5					✔
4	LIGNOCAINE 1% 20mg in 2mL	STORES	2					✔
4	OXYTOCIN 10 IU (1mL) AMPOULE	STORES	2					✔
4	SODIUM BICARBONATE 8.4% in 100mL	STORES	IC ONLY	1				✔
4	ATROPINE 600mcg in 1ml	STORES	IC ONLY	5				✔
4	AMIODARONE 150mg in 3mL	STORES	IC ONLY	3				✔
4	CALCIUM GLUCONATE 2.2mmol in 10mL	STORES	IC ONLY	1				✔
4	FRUSEMIDE 40mg in 4mL	STORES	IC ONLY	4				✔
4	LIGNOCAINE 2% 100mg in 5ml	STORES	IC ONLY	2				✔

Car Number:_____

Location	Item	Item number	Qty	IC Only	___/___ (MM/YY)	___/___ (MM/YY)	___/___ (MM/YY)	Superstations Only - Paramedic Responsibility
OVER HEAD COMPARTMENTS - RIGHT SIDE								
39	AIRWAY SPARES KIT	KIT	1					
39	ADULT BVM	839664	2					
40	FLUIDS KIT	KIT	1					
41	BURNS KIT	KIT	1					
41	MATERNITY KIT	KIT	1					
OVER HEAD COMPARTMENTS - LEFT SIDE								
16	LIFEPAK & BATTERY SPARES KIT	KIT	1					
16	TOYS (STORED IN PLASTIC BAG)	N/A	2					
16	YANKAUER SUCKER (SPARE)	503386	1					
16	SUCTION TUBING - 2.1m (SPARE)	505330	1					
16	SUCTION LINER - BLUE LID (SPARE)	506922	1					
REAR OF VEHICLE								
LEFT HAND REAR SIDE								
6	NEANN IMMOBILISATION & EXTRACATION JACKET (NIEJ)	KIT	1					
7	CARRY SHEET - COMPLETE	536876	1					
8	MRD/PAED RESTRAINT KIT	KIT	1					
9	PPE KIT	KIT	1					
10	DISASTER KIT	KIT	1					
11	CT6/PELICAN BELT/FLARES KIT	KIT	1					
12	SAND BAG 2kg	536869	2					
12	STRETCHER RAIN COAT	N/A	1					
12	SPILL KIT	844159	1					
13	CARRY CHAIR	N/A	1					
14	BODY BAG - ADULT 100cm x 240cm	500173	1					
14	BODY BAG - INFANT 40cm x 75cm	507373	1					
LEFT HAND REAR DOOR								
43	TOWEL ALLPURPOSE	509280	20					
43	DISINFECTANT WIPES (200) (IF APPROPRIATE PER ROLL OUT)	789676	1					
43	DISINFECTANT SOLUTION - 500ml (IF APPROPRIATE PER ROLL OUT)	512044	1					
RIGHT HAND REAR SIDE								
44	SPINE BOARD / SCOOP STRETCHER	N/A	1					
44	SLIDE BOARD	N/A	1					
44	SPLINT KIT	KIT	1					
44	COLLAR & PELVIC SPLINT (T-POD) KIT	KIT	1					
44	SPINE BOARD STRAP KIT	KIT	1					
RIGHT HAND REAR DOOR								
45	BOTTLED WATER	537056	5					
45	DRINKING STRAWS	521050	10					
SIDE OF VEHICLE								
OXYGEN ACCESS AREA								
46	OXYGEN CYLINDER SIZE C	-	2					
46	OXYGEN CYLINDER SIZE D	-	2					
46	TORCH - DOLPHIN TYPE 6 VOLT	-	1					
46	OXGYEN REGULATORS	-	2					
GLOVES ACCESS AREA								
25	GLOVES - EXAMINATION - XLARGE	508333	1					
25	GLOVES - EXAMINATION - LARGE	501799	1					
25	GLOVES - EXAMINATION - MEDIUM	504593	1					
25	GLOVES - EXAMINATION - SMALL	504594	1					

NSW Ambulance

Monthly Equipment Checklist - Kits
Expiry dates to be checked when restocking

CAR NO.:_____ STATION:_____

Location	Item	Item number	Qty	IC Only	___/___ (MM/YY)	___/___ (MM/YY)	___/___ (MM/YY)	Superstations Only - Paramedic Responsibility
CAB								
CENTRE CONSOLE								
49	**CLINICAL RESOURCE FOLDER**		**1**					
	CLINICAL RESOURCE FOLDER WITH INSERTS	-	1					
	SECTOR ARDs	-	1					
	PARAMEDIC INITIATED REFERRAL/ADVICE FORM	-	10					
	GP FALLS RISK ASSESSMENT FORM	-	10					
	STROKE PROCESS SHEET	-	10					
	MENTAL HEALTH - SECTION 20 FORM	-	10					
	VERIFICATION OF DEATH	-	10					
	NOSE BLEEDS (EPISTAXIS) SHEET	-	10					
	EPILEPTIC POST-ICTAL SHEET	-	10					
	MILD ASTHMA SHEET	-	10					
	SOFT TISSUE LIMB INJURY SHEET	-	10					
	LOCALISED TOOTH PAIN SHEET	-	10					
	WOUNDS AND LACERATIONS SHEET	-	10					
	BITES AND STINGS SHEET	-	10					
	VOMITING AND DIARRHOEA SHEET	-	10					
	MINOR HEAD INJURIES SHEET	-	10					
	HYPOGLYCAEMIA SHEET	-	10					
	OLEORESIN CAPSICUM (OC) SPRAY CONTAMINATION SHEET	-	10					
	INFLUENZA-LIKE ILLNESS SHEET	-	10					
	MINOR HEAD INJURIES SHEET	-	10					

Car Number:_____

Location	Item	Item number	Qty	IC Only	___/___ (MM/YY)	___/___ (MM/YY)	___/___ (MM/YY)	Superstations Only - Paramedic Responsibility
TREATMENT AREA								
COMPARTMENT INSIDE LEFT HAND SLIDING DOOR								
A	**OXYVIVA**		**1**					✔
	C SIZE OXYGEN CYLINDER	-	1					
	OXYGEN REGULATOR	-	1					
	KEY WHEEL OXY-VIVA	-	1					
	ECO VAC SUCTION UNIT	-	1					
	CONNECTOR HOSE – ECO VAC / REGULATOR	-	1					
	BODOCK SEAL (SPARE)	536837	1					
	GUEDEL WHITE 7cm	520240	1					
	GUEDEL GREEN 8cm	520241	1					
	GUEDEL YELLOW 9cm	503982	1					
	GUEDEL RED 10cm	503983	1					
	IGEL SIZE 3	548926	1					
	IGEL SIZE 4	548927	1					
	IGEL SIZE 5	548928	1					
	LARYNGOSCOPE HANDLE	507247	1					
	LARYNGOSCOPE BLADE - INFANT MILLER 1	500449	1					
	LARYNGOSCOPE BLADE - INFANT MAC 1	500441	1					
	LARYNGOSCOPE BLADE - CHILD MAC 2	500442	1					
	LARYNGOSCOPE BLADE - ADULT MAC 3	549662	1					
	LARYNGOSCOPE BLADE - ADULT MAC 4	549557	1					
	FORCEPS - MAGILL ADULT 25cm	501718	1					
	FORCEPS - MAGILL CHILD 15cm	529368	1					
	AIRWAY KIT FOR LMA AND ETT	537010	1					
	LUBRICATING JELLY	514077	1					
	NASOPHARYNGEAL 6.5MM	500123	1					
	NASOPHARYNGEAL 7.5MM	500125	1					
	NASOPHARYNGEAL 8.5MM	505737	1					
	FILTER, SUCTION FOR ECO-VAC (SPARE)	501640	1					
	CATHETER - Y SUCTION FG06	500836	1					
	CATHETER - Y SUCTION FG08	500837	1					
	CATHETER - Y SUCTION FG12	506081	1					
	CATHETER - Y SUCTION FG14	500835	1					
	YANKAUER SUCKER	503386	1					
	TUBING SUCTION - 2.1m	505330	1					
	8 LITRE FLOW NIPPLE	536839	1					
	NEBULISER T CONECTOR	501079	1					
	MASK, NEBULISER - ADULT	506045	1					
	MASK, NEBULISER - CHILD	508579	1					
	MASK, NON REBREATHER - ADULT	530929	1					
	MASK, NON REBREATHER - CHILD	537040	1					
	MASK, HUDSON - ADULT	506046	1					
	MASK, HUDSON - CHILD	506050	1					
	NASAL PRONG TUBING	500773	1					
	OXYGEN TUBING	505253	2					
	ADULT BVM	839664	1					
	10mL SYRINGE	503486	1					

Car Number:_____

Location	Item	Item number	Qty	IC Only	___/___ (MM/YY)	___/___ (MM/YY)	___/___ (MM/YY)	Superstations Only - Paramedic Responsibility
B	**MEDICATIONS KIT (GREEN KIT)**		**1**					✔
	SHARPS CONTAINER, 1.8L	535294	1					
	LID -TOP COMPARTMENT							
	BAG, PLASTIC – BLUE	537217	1					
	YELLOW BAG - CONTAMINATED WASTE	507371	1					
	PATIENT MEDICATION BAG	536868	2					
	LID							
	TOURNIQUET	505184	2					
	ALCOHOL MEDI–SWABS	503474	12					
	COMBICAPS	500800	4					
	IV CANNULAE – 16G (GREY)	500755	3					
	IV CANNULAE– 18G (GREEN)	500757	4					
	IV CANNULAE – 20G (PINK)	500747	4					
	IV CANNULAE – 22G (BLUE)	500762	3					
	IV CANNULAE – 24G (YELLOW)	500765	3					
	REFLUX VALVES	503876	4					
	SODIUM CHLORIDE 0.9% 10mL	513909	7					
	SYRINGE – 1ML LUER-LOK	509239	3					
	SYRINGE – 3ML LUER-LOK	503491	3					
	SYRINGE – 5ML LUER-LOK	503495	3					
	SYRINGE – 10ML LUER-LOK	503486	6					
	COBAN TAPE - BROWN TAPE	520303	1					
	IV ADHESIVE DRESSING	508194	6					
	RAZOR – DISPOSABLE	502780	1					
	NEEDLE – BLUNT FILL WITH FILTER – 18G	502472	5					
	NEEDLE – 23G (BLUE)	502447	5					
	NEEDLE – 25G (ORANGE)	502450	5					
	DRESSING – GAUZE SWAB	506163	5					
	MAIN COMPARTMENT							
	ALL APPROPRIATE LABELS AVAILABLE FROM STORES CATALOGUE	STORES	SHEET					
	EQUIPMENT							
	BGL KIT	KIT	1					
	PULSE OXIMETER	-	1					
	TYMPANIC THERMOMETER (WITH COVERS)	537219	1					
	SPHYGMOMANOMETER	507251	1					
	SPHYGMO CUFF - CHILD	537031	1					
	SPHYGMO CUFF - ADULT	506260	1					
	SPHYGMO CUFF - OBESE	506261	1					
	INTRAVENOUS PUMP SET	520213	2					
	FIRST FLOW BURETTE - AUTOSTART	551705	1					
	SPLINT – ARMLOCK	537015	1					
	SYRINGE – 20ML LUER-LOK	518702	1					
	BANDAGE – 7.5CM	504062	1					
	BAND–AIDS	501360	12					
	PLASTER – ADHESIVE 7.5CM	500045	1					
	SCISSORS – UNIVERSAL SHEARS 18CM	502840	1					
	MICROPORE TAPE	536830	1					
	VOMITBAG	500180	2					
	DOSIFIX BURETTE - MICRODRIP	503962	IC ONLY	1				
	NEEDLE – INTRAOSSEOUS	504755	IC ONLY	2				
	MEDICATIONS							
	ADRENALINE 1:10000 1mg in 10mL	STORES	8					
	ASPIRIN 300mg	STORES	1 pack					
	GLUCAGON NOVO 1mg in 1mL HYPOKIT	STORES	2					
	GLUCOSE 10% in 500mL	STORES	1					
	GLUCOSE GEL 40% 15g in 37.5mL	STORES	2					
	GLYCERYL TRINITRATE 300mcg	STORES	1 bottle					
	COMPOUND SODIUM LACTATE 500mL	STORES	2					
	PARACETAMOL 500mg tablets	STORES	1 pack					
	SODIUM BICARBONATE 8.4% in 100mL	STORES	IC ONLY	1				
	IBUPROFEN 200mg tablets	STORES	1 pack					
	FEXOFENADINE 180mg tablets	STORES	1pack					

Car Number:_____

Location	Item	Item number	Qty	IC Only	___/___ (MM/YY)	___/___ (MM/YY)	___/___ (MM/YY)	Superstations Only - Paramedic Responsibility
B	**MEDICATIONS KIT (GREEN KIT) CONTINUED.**		**1**					✔
	DRUG AMPOULE KIT	***KIT***	***1***					
	ADRENALINE 1:1000 1mg in 1mL	STORES	5					
	BENZYL PENICILLIN 600mg vial	STORES	2					
	CALCIUM GLUCONATE 2.2mmol in 10mL	STORES	1					
	DROPERIDOL 10mg in 2mL	STORES	2					
	HYDROCORTISONE 100mg in 2mL	STORES	1					
	IPRATROPIUM BROMIDE NEBULE	STORES	1					
	IPRATROPIUM BROMIDE NEBULE	STORES	1					
	LIGNOCAINE 1% 20mg in 2mL	STORES	1					
	METOCLOPRAMIDE 10mg in 2mL	STORES	1					
	NALOXONE 400mcg in 1mL	STORES	5					
	ONDANSETRON 4mg in 2mL	STORES	2					
	SALBUTAMOL 5mg in 2.5mL NEBULES	STORES	5					
	SALBUTAMOL 2.5mg in 2.5mL NEBULES	STORES	5					
	OXYTOCIN 10 IU (1mL) AMPOULE	STORES	2					
	AMPOULE OPENER	536846	1					
	MEDICATION LABELS (ALL)	STORES	STRIP					
	AMIODARONE 150mg in 3mL	STORES	IC ONLY	3				
	ATROPINE 600mcg in 1ml	STORES	IC ONLY	5				
	FRUSEMIDE 40mg in 4ml	STORES	IC ONLY	4				
	LIGNOCAINE 2% 100mg in 5mL	STORES	IC ONLY	2				
	ADDITIVE LABEL (ORANGE)	517928	IC ONLY	2				
	INTRAGASTRIC EQUIPMENT KIT	**KIT**	**IC ONLY**	**1**				
	INTRA GASTRIC TUBE – 10FG	505202	IC ONLY	1				
	INTRA GASTRIC TUBE – 12FG	505203	IC ONLY	1				
	INTRA GASTRIC TUBE – 14FG	505204	IC ONLY	1				
	LUBRICATING JELLY	514077	IC ONLY	2				
	SYRINGE – DISPOSABLE – 50mL CATHETER TIP	503499	IC ONLY	1				
	DECOMPRESSION (DWELLCATH) KIT	**KIT**	**IC ONLY**	**2**				
	DWELLCATH CANNULAE	504160	IC ONLY	1				
	HEIMLICH VALVE – CHEST DRAIN VALVE	505353	IC ONLY	1				
	HEIMLICH VALVE – DRAINAGE CONNECTING TUBE	503646	IC ONLY	1				
	SYRINGE - DISPOSABLE - 10ml LUER LOK	503486	IC ONLY	1				
	ALCOHOL MEDI-SWABS	503474	IC ONLY	2				
	ECG MONITORING DOTS	517662	IC ONLY	4				
	RUSSELL PNEUMOFIX KIT	**KIT**	**IC ONLY**	**2**				
	RUSSELL PNEUMOFIX	826176	IC ONLY	1				
	SYRINGE - DISPOSABLE - 10ml LUER LOK	503486	IC ONLY	1				
	SCALPEL BLADE, SIZE 15	792141	IC ONLY	1				
	ALCOHOL MEDI-SWABS	503474	IC ONLY	2				
	ECG MONITORING DOTS	517662	IC ONLY	4				
	ZINC OXIDE TAN ADHESIVE TAPE	500064	IC ONLY	1				
NOTE: KIT TO CONTAIN DECOMPRESSION (DWELLCATH) KITS OR RUSSELL PNEUMOFIX KITS DEPENDING ON TRAINING OF INTENSIVE CARE PARAMEDIC								
C	**LIFEPAK**	**KIT**	**1**					✔
	LIFEPAK 15	-	1					
	12 LEAD CHEST LEADS	-	1					
	MONITORING DOTS (50 PER PACK)	517662	1 pkt					
	MONITORING LEADS	-	1					
	ALCOHOL MEDI-SWABS	503474	4					
	TOWEL ALLPURPOSE	509280	4					
	RAZOR	502780	2					
	DEFIBRILLATION LEAD	-	1					
	DEFIBRILLATION PADS	528078	2					
	LIFEPAK BATTERIES	537044	2					
	MOBILE PHONE & SIERRA	-	1					
	SCISSORS (UNIVERSAL SHEARS)	502840	1					
	LIFEPAK RECORDING PAPER (SPARE)	529382	1					
	TEST LOADER	-	1					
	COACHED PROMPT CARD	-	1					

Car Number:_____

Location	Item	Item number	Qty	IC Only	___/___ (MM/YY)	___/___ (MM/YY)	___/___ (MM/YY)	Superstations Only - Paramedic Responsibility
D	**PAEDIATRIC RESUS KIT**	**KIT**	**1**					
	GUEDEL CLEAR 3cm	520237	1					
	GUEDEL PINK 4cm	500133	1					
	GUEDEL BLUE 5cm	520238	1					
	GUEDEL BLACK 6cm	520239	1					
	GUEDEL WHITE 7cm	520240	1					
	IGEL SIZE 1	714654	1					
	IGEL SIZE 1.5	714655	1					
	IGEL SIZE 2	548924	1					
	IGEL SIZE 2.5	548925	1					
	AIRWAY KIT FOR LMA AND ETT	537010	1					
	LUBRICATING JELLY	514077	2					
	NASOPHARYNGEAL 16FG x 3.5mm	503975	1					
	NASOPHARYNGEAL 19FG x 4.5mm	503977	1					
	NASOPHARYNGEAL 22FG x 5.5mm	503979	1					
	NEONATAL BVM	839662	1					
	PAEDIATRIC BVM	839663	1					
E	**FIRST AID KIT**	**KIT**	**1**					
	LID - TOP COMPARTMENT							
	DRESSING PACK A&E	502539	2					
	BLUE PLASTIC BAG	537217	1					
	SPLINT - HALF ARM	537109	1					
	DRESSING - MULTI TRAUMA	501467	2					
	WHITE PLASTIC BAG - MICROSURGERY	537218	2					
	YELLOW BAG - CONTAMINATED WASTE	507371	1					
	LID							
	ARTERY FORCEPS 12.5cm	788347	1					
	PERMANENT MARKER	1013319	1					
	TORCH - PENLIGHT	503570	1					
	SAFETY PINS	631705	5					
	SCISSORS - BLUNT STRAIGHT 13cm	517583	1					
	SCISSORS - UNIVERSAL 18cm	502840	1					
	SODIUM CHLORIDE 0.9% - 30ml Polyamp	513323	8					
	FORCEPS - SPLINTER	506151	1					
	MAIN COMPARTMENT							
	MECHANICAL ARTERIAL TOURNIQUET	540212	1					
	ATRAUMAN GAUZE NON-MEDICATED	517670	4					
	ALCOHOL BASED HAND RUB - 125ml	2400863	1					
	SHAMPOO 200ml	522606	1					
	BAND-AIDS	501360	10					
	ZINC OXIDE TAN ADHESIVE TAPE	500064	1					
	COBAN TAPE - BROWN TAPE	520303	1					
	CREPE BANDAGE - 5cm	505960	4					
	CREPE BANDAGE - 7.5cm	504062	4					
	CREPE BANDAGE - 10cm	520291	4					
	CREPE BANDAGE - 15cm	520292	2					
	DRESSING - COMBINE 10cm x 10cm	501365	6					
	DRESSING - COMBINE 20cm x 20cm	501367	4					
	DRESSING - NON ADHESIVE 10cm x 10cm	501388	4					
	ELASTOPLAST TAPE - WHITE 7.5cm	500045	1					
	DRESSING - EYE PADS	502564	2					
	DRESSING – GAUZE SWAB	506163	4					
	ICE PACK	537043	2					
	MICROPORE TAPE	536830	1					
	THERMAL/RESCUE BLANKET	500476	2					
	STERI STRIPS 12mm x 100mm	503112	4					
	TICK REMOVER	653088	1					
	TRIANGULAR BANDAGE	504066	6					

Car Number:_____

Location	Item	Item number	Qty	IC Only	___/___ (MM/YY)	___/___ (MM/YY)	___/___ (MM/YY)	Superstations Only - Paramedic Responsibility
G	**INTUBATION KIT**	**KIT**	**IC ONLY**					
	BOUGIE - ADULT 15FG	836379	IC ONLY	1				
	BOUGIE - PAEDIATRIC 10FG	836380	IC ONLY	1				
	UNDER PADS - BLUEY	502577	IC ONLY	1				
	BLUE PLASTIC BAG	537217	IC ONLY	1				
	LARYNGOSCOPE HANDLE	507247	IC ONLY	1				
	LARYNGOSCOPE BLADE - INFANT MILLER 1	500449	IC ONLY	1				
	LARYNGOSCOPE BLADE - INFANT MAC 1	500441	IC ONLY	1				
	LARYNGOSCOPE BLADE - CHILD MAC 2	500442	IC ONLY	1				
	LARYNGOSCOPE BLADE - ADULT MAC 3	549662	IC ONLY	1				
	LARYNGOSCOPE BLADE - ADULT MAC 4	549557	IC ONLY	2				
	BACTERIAL INLINE FILTER	501622	IC ONLY	1				
	AIRWAY ADAPTER - ADULT/PAEDIATRIC	789502	IC ONLY	2				
	AIRWAY ADAPTER - INFANT	789501	IC ONLY	1				
	EASYCAP CO2 DETECTOR - ADULT	508471	IC ONLY	1				
	EASYCAP CO2 DETECTOR - PAEDIATRIC	501213	IC ONLY	1				
	SCISSORS - BLUNT STRAIGHT 13cm	517583	IC ONLY	1				
	ARTERY FORCEPS 12.5cm	788347	IC ONLY	1				
	FORCEPS - MAGILL CHILD 15cm	529368	IC ONLY	1				
	ENDOTRACHEAL TUBE - CUFFED 3.0mm	832616	IC ONLY	1				
	ENDOTRACHEAL TUBE - CUFFED 4.0mm	832618	IC ONLY	1				
	ENDOTRACHEAL TUBE - CUFFED 5.0mm	832620	IC ONLY	1				
	ENDOTRACHEAL TUBE - CUFFED 6.0mm	505776	IC ONLY	1				
	ENDOTRACHEAL TUBE - CUFFED 7.0mm	505779	IC ONLY	1				
	ENDOTRACHEAL TUBE - CUFFED 8.0mm	505778	IC ONLY	1				
	ZINC OXIDE TAN ADHESIVE TAPE	500064	IC ONLY	1				
	AIRWAY KIT FOR LMA AND ETT	537010	IC ONLY	1				
	FORCEPS - MAGILL ADULT 25cm	501718	IC ONLY	1				
	INTUBATION STYLET - SMALL 6FG	503366	IC ONLY	1				
	INTUBATION STYLET - MEDIUM 10FG	505028	IC ONLY	1				
	INTUBATION STYLET - LARGE 14FG	503370	IC ONLY	1				
	EMMA DEVICE	-	IC ONLY	1				✔
	NOTE: THE EMMA DEVICE IS ATTACHED TO THE OUTSIDE OF THIS KIT							
15	**SMART TRIAGE KIT**	**KIT**	**1**					
	INTERCHANGEABLE SMART TRIAGE TAGS (Qty folded to red, yellow & green)	710779	20					
	DECEASED TRIAGE TAGS (BLACK)	710787	10					
	CBRN/HAZMAT TAGS	710789	20					
	ADULT TRIAGE SIEVE / CASUALTY COUNT CARD	710782	1					
	PAEDIATRIC TRIAGE TAPE	710783	1					
	PENCIL	1136860	2					
	LIGHT STICKS	537039	5					
COMPARTMENT UNDER REAR-FACING SEAT								
30	**THROMBOLYSIS KIT (IF APPROPRIATE)**	**KIT**						✔
	TENECTEPLASE (METALYSE) 50mg	STORES	1					
	ENOXAPARIN SODIUM (CLEXANE) 60mg/0.6mL SYRINGE (ORANGE)	STORES	1					
	ENOXAPARIN SODIUM (CLEXANE) 100mg/1.0mL SYRINGE (BLACK)	STORES	1					
	CLOPIDOGREL 75mg TABLETS	STORES	4					
	MICROBORE EXTENSION DELIVERY SET	STORES	1					
	CAUTION STICKERS (YELLOW)	STORES	6					
	PRE-THROMBOLYSIS CHECKLIST & CONSENT FORMS	N/A	4					
	PHT PROCESS SHEET (VERSION JULY 2018)	N/A	4					

Car Number:_____

Location	Item	Item number	Qty	IC Only	___/___ (MM/YY)	___/___ (MM/YY)	___/___ (MM/YY)	Superstations Only - Paramedic Responsibility
TOP COMPARTMENTS BESIDE REAR-FACING SEAT								
17	**DECOMPRESSION (DWELLCATH) KIT**	**KIT**	**IC ONLY**	**2**				
	DWELLCATH CANNULAE	504160	IC ONLY	1				
	HEIMLICH VALVE – CHEST DRAIN VALVE	505353	IC ONLY	1				
	HEIMLICH VALVE – DRAINAGE CONNECTING TUBE	503646	IC ONLY	1				
	SYRINGE - DISPOSABLE - 10ml LUER LOK	503486	IC ONLY	1				
	ALCOHOL MEDI-SWABS	503474	IC ONLY	2				
	ECG MONITORING DOTS	517662	IC ONLY	4				
17	**RUSSELL PNEUMOFIX KIT**	**KIT**	**IC ONLY**	**2**				
	RUSSELL PNEUMOFIX	826176	IC ONLY	1				
	SYRINGE - DISPOSABLE - 10ml LUER LOK	503486	IC ONLY	1				
	SCALPEL BLADE, SIZE 15	792141	IC ONLY	1				
	ALCOHOL MEDI-SWABS	503474	IC ONLY	2				
	ECG MONITORING DOTS	517662	IC ONLY	4				
	ZINC OXIDE TAN ADHESIVE TAPE	500064	IC ONLY	1				
17	**INTRAGASTRIC EQUIPMENT KIT**	**KIT**	**IC ONLY**	**2**				
	INTRA GASTRIC TUBE – 10FG	505202	IC ONLY	1				
	INTRA GASTRIC TUBE – 12FG	505203	IC ONLY	1				
	INTRA GASTRIC TUBE – 14FG	505204	IC ONLY	1				
	LUBRICATING JELLY	514077	IC ONLY	2				
	SYRINGE – DISPOSABLE – 50mL CATHETER TIP	503499	IC ONLY	1				
OVER HEAD COMPARTMENTS - RIGHT SIDE								
39	**AIRWAY SPARES KIT**	**KIT**	**1**					
	BODOCK SEAL	536837	2					
	GUEDEL CLEAR 3cm	520237	1					
	GUEDEL PINK 4cm	500133	1					
	GUEDEL BLUE 5cm	520238	1					
	GUEDEL BLACK 6cm	520239	1					
	GUEDEL WHITE 7cm	520240	1					
	GUEDEL GREEN 8cm	520241	2					
	GUEDEL YELLOW 9cm	503982	2					
	GUEDEL RED 10cm	503983	2					
	IGEL SIZE 2	548924	1					
	IGEL SIZE 2.5	548925	1					
	IGEL SIZE 3	548926	1					
	IGEL SIZE 4	548927	1					
	IGEL SIZE 5	548928	1					
	LARYNGOSCOPE BLADE - INFANT MILLER 1	500449	1					
	LARYNGOSCOPE BLADE - CHILD MAC 1	500441	1					
	LARYNGOSCOPE BLADE - CHILD MAC 2	500442	1					
	LARYNGOSCOPE BLADE - ADULT MAC 3	549662	1					
	LARYNGOSCOPE BLADE - ADULT MAC 4	549557	2					
	AIRWAY KIT FOR LMA AND ETT	537010	1					
	LUBRICATING JELLY	514077	4					
	NASOPHARYNGEAL 16FG x 3.5mm	503975	1					
	NASOPHARYNGEAL 19FG x 4.5mm	503977	1					
	NASOPHARYNGEAL 22FG x 5.5mm	503979	1					
	NASOPHARYNGEAL 6.5mm	500123	1					
	NASOPHARYNGEAL 7.5mm	500125	1					
	NASOPHARYNGEAL 8.5mm	505737	1					
	FILTER, SUCTION FOR ECO-VAC	501640	2					
	CATHETER - Y SUCTION FG06	500836	1					
	CATHETER - Y SUCTION FG08	500837	1					
	CATHETER - Y SUCTION FG12	506081	1					
	CATHETER - Y SUCTION FG14	500835	1					
	AIRWAY ADAPTER - INFANT	789501	IC ONLY	1				
	AIRWAY ADAPTER - ADULT/PAEDIATRIC	789502	IC ONLY	1				
	EASYCAP CO2 DETECTOR - ADULT	508471	IC ONLY	1				
	EASYCAP CO2 DETECTOR - PAEDIATRIC	501213	IC ONLY	1				
	ENDOTRACHEAL TUBE - CUFFED 3.0mm	832616	IC ONLY	1				
	ENDOTRACHEAL TUBE - CUFFED 4.0mm	832618	IC ONLY	1				
	ENDOTRACHEAL TUBE - CUFFED 5.0mm	832620	IC ONLY	1				
	ENDOTRACHEAL TUBE - CUFFED 6.0mm	505776	IC ONLY	1				
	ENDOTRACHEAL TUBE - CUFFED 7.0mm	505779	IC ONLY	1				
	ENDOTRACHEAL TUBE - CUFFED 8.0mm	505778	IC ONLY	1				
	INTUBATION STYLET - SMALL 6FG	503366	IC ONLY	1				
	INTUBATION STYLET - MEDIUM 10FG	505028	IC ONLY	1				
	INTUBATION STYLET - LARGE 14FG	503370	IC ONLY	1				

Car Number:_____

Location	Item	Item number	Qty	IC Only	___/___ (MM/YY)	___/___ (MM/YY)	___/___ (MM/YY)	Superstations Only - Paramedic Responsibility
40	**FLUIDS KIT**	**KIT**	**1**					
	GLUCOSE 10% in 500ml	501850	2					
	COMPOUND SODIUM LACTATE - 500ml	503158	4					
	FIRST FLOW BURETTE - AUTOSTART	551705	2					
	DOSIFIX BURETTE - MICRODRIP	503962	IC ONLY	2				
	INTRAVENOUS PUMP SET	520213	4					
41	**BURNS KIT**	**KIT**	**1**					
	BURNAID DRESSING - 10cm x 10cm	537105	2					
	BURNAID DRESSING - 20cm x 20cm	537106	2					
	BURNAID DRESSING - 40cm x 55cm	536886	2					
	BURNAID FACE MASK - 30cm x 40cm	537107	1					
	FILM, FOODWRAP	537108	1					
	INTRANASAL ADMINISTRATION KIT	537009	2					
	INTRAVENOUS PUMP SET	520213	2					
	COMPOUND SODIUM LACTATE - 500ml	503158	2					
	THERMAL/RESCUE BLANKET	500476	2					
OVER HEAD COMPARTMENTS - LEFT SIDE								
16	**LIFEPAK & BATTERY SPARES KIT**	**KIT**	**1**					
	AA BATTERIES	2466635	4					
	AAA BATTERIES	2466643	4					
	DEFIB PADS - LIFEPAK	528078	2					
	RECORDING PAPER - LIFEPAK	529382	1					
	ECG MONITORING DOTS	517662	1 pkt					
	RAZOR	502780	2					
	BATTERY - GLUCOMETER	506328	2					

REAR OF VEHICLE								
LEFT HAND REAR SIDE								
8	**MRD/PAED RESTRAINT KIT**	**KIT**	**1**					
	PAEDIATRIC RESTRAINTS	KIT	1					
	MEDICAL RESTRAINT DEVICE (MRD) KIT	***KIT***	***1***					
	ANKLE + WRIST CUFFS		4					
	FOOT STRAPS (SQUARE BUTTONS)		2					
	FOOT STRETCHER STRAP		1					
	KEY		1					
	UNDER STRETCHER STRAP		1					
	WAIST BELT		1					
	WRIST STRAPS (ROUND BUTTONS)		2					
9	**PPE KIT**	**KIT**	**1**					
	EAR PLUGS	512244	4					
	GLOVES - BARRIER CHEMICAL RESISTANT	537086	4					
	YELLOW CHEMICAL PROTECTIVE GOWN	501861	4					
	MASK, P2 WITH CHARCOAL	553066	4					
	MASK - RESPIRATORY DISEASES	537016	4					
	MASK - FACE, WITH EAR LOOPS AND SHIELD	508592	4					
	GOGGLES - SAFETY VENTED CLEAR LENS	506147	2					
	PROTECTIVE APPAREL - MEDIUM	537090	2					
	PROTECTIVE APPAREL - LARGE	537091	2					
	PROTECTIVE APPAREL - XX/LARGE	537092	2					
	PROTECTIVE APPAREL - XXX/LARGE	537089	2					
	MASK - SURGICAL EAR LOOP	519381	4					
	YELLOW BAG - CONTAMINATED WASTE	507371	4					

Car Number:_____

Location	Item	Item number	Qty	IC Only	___/___ (MM/YY)	___/___ (MM/YY)	___/___ (MM/YY)	Superstations Only - Paramedic Responsibility
10	**DISASTER KIT**	**KIT**	**1**					
	ARTERY FORCEPS 12.5cm	788347	1					
	ANTISEPTIC HAND RUB - 125ml	2400863	1					
	BLACK TEXTER	1013319	1					
	BLUE PLASTIC BAG	537217	2					
	ZINC OXIDE TAN ADHESIVE TAPE	500064	1					
	COBAN TAPE - BROWN TAPE	520303	1					
	BANDAGE - CONSTRICTIVE	536875	2					
	CREPE BANDAGE - 10cm	520291	2					
	CREPE BANDAGE - 5cm	505960	3					
	CREPE BANDAGE - 7.5cm	504062	3					
	DISASTER LOAD SHEET	-	2					
	DRESSING - COMBINE 10cm x 10cm	501365	6					
	DRESSING - COMBINE 20cm x 20cm	501367	6					
	DRESSING - NON ADHESIVE 10cm x 10cm	501388	6					
	ELASTOPLAST TAPE - WHITE 7.5cm	500045	1					
	ICE PACK	537043	2					
	MICROPORE TAPE	536830	1					
	DRESSING - MULTI TRAUMA	501467	2					
	PENCIL	1136860	1					
	TORCH - PENLIGHT	503570	2					
	SAFETY PINS	631705	5					
	SCISSORS - BLUNT STRAIGHT 13cm	517583	1					
	SCISSORS - UNIVERSAL 18cm	502840	1					
	SODIUM CHLORIDE 0.9% - 30ml Polyamp	513323	5					
	THERMAL/RESCUE BLANKET	500476	2					
	FORCEPS - SPLINTER	506151	1					
	TRIANGULAR BANDAGE	504066	8					
	WHISTLE	537054	1					
	WHITE PLASTIC BAG - MICROSURGERY	537218	2					
	YELLOW BAG - CONTAMINATED WASTE	507371	2					
11	**CT6/PELICAN BELT/FLARES KIT**	**KIT**	**1**					
	CT6 - LEG TRACTION PULLEY SYSTEM	551945	2					
	PATIENT HANDLING WALK BELT	517714	1					
	FLARE CARRY BAG	550163	1					
	FLARE - RED HANDFLARE	536866	2					
	FLARE - ORANGE HANDFLARE	536867	2					
	SAFETY LIGHT STICK - GREEN	537038	2					
	SAFETY LIGHT STICK - RED	537039	2					
RIGHT HAND REAR SIDE								
44	**SPLINT KIT**	**KIT**	**1**					
	SPLINT - HALF ARM	537109	2					
	SPLINT - HALF LEG	537110	2					
	SPLINT - FULL ARM	537111	2					
	SPLINT - FULL LEG	537112	2					
44	**COLLAR & PELVIC SPLINT (T-POD) KIT**	**KIT**						
	DRESSING - MULTI TRAUMA	501467	2					
	CERVICAL SPINE COLLAR - PAEDIATRIC	503423	2					
	CERVICAL SPINE COLLAR - ADULT	503427	3					
	T-POD PELVIC STABILISER	732830	2					
	TRIANGULAR BANDAGE	504066	4					
44	**SPINE BOARD STRAP KIT**	**KIT**	**1**					
	STRAPS		5					

NSW Ambulance

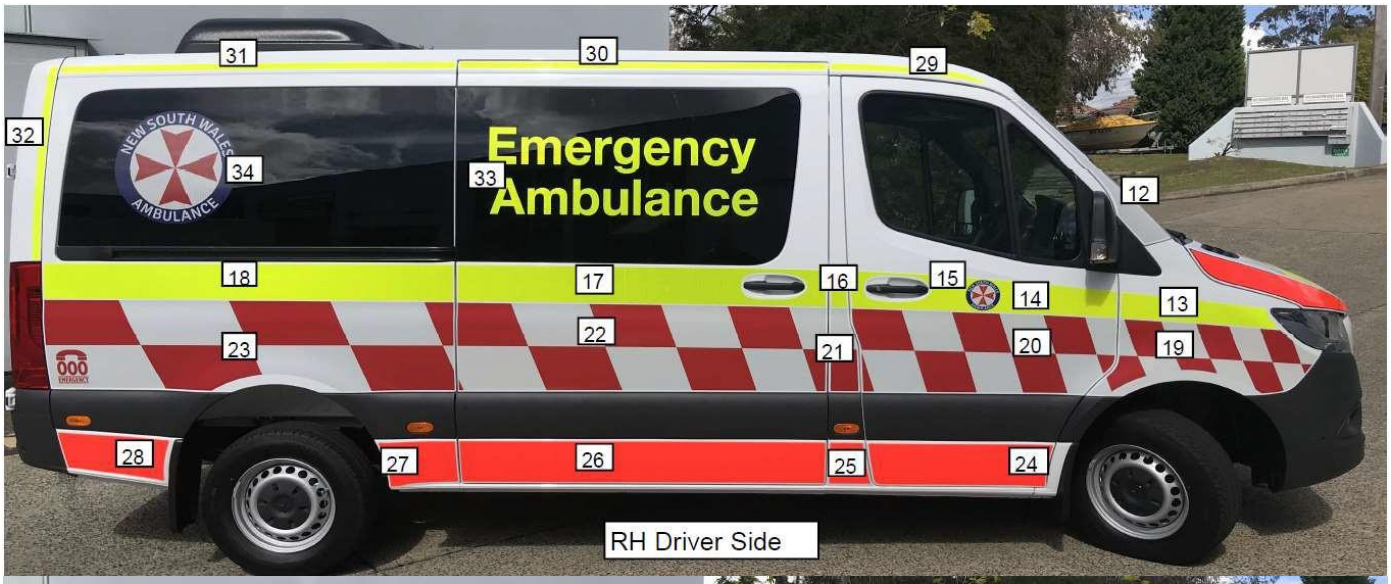
Monthly Equipment Checklist - Record of checks
Expiry dates to be checked when restocking

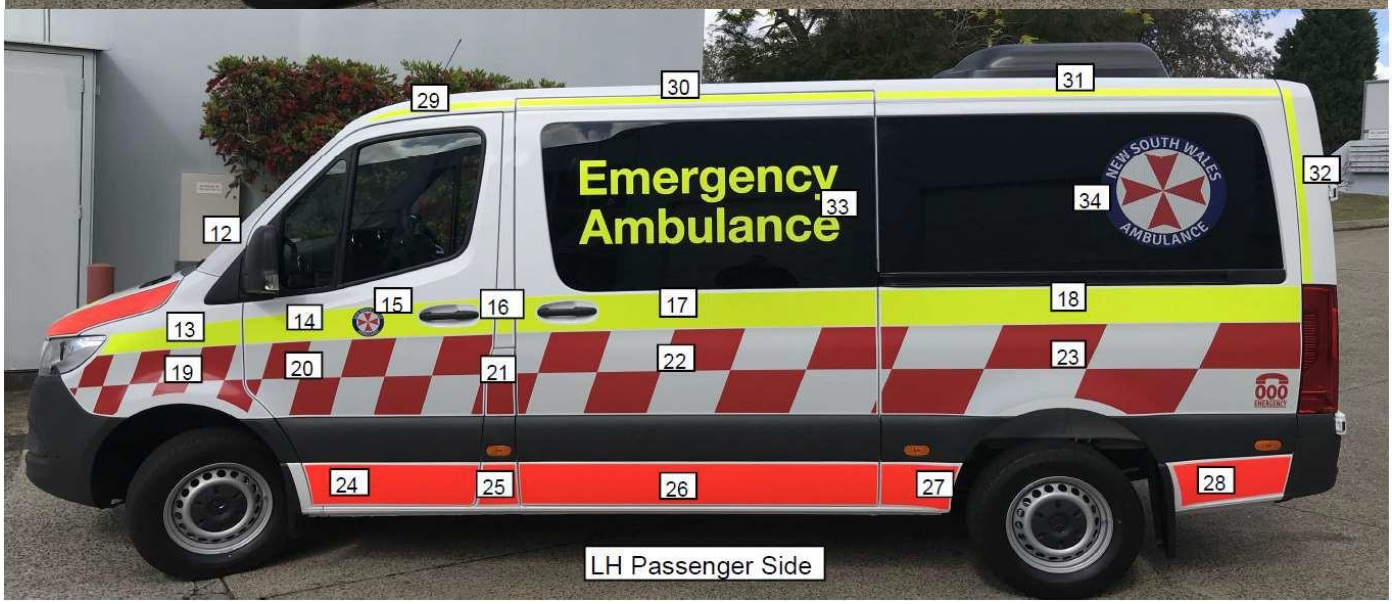
CAR NO.:_____ STATION:_____

Date check completed	Name	Staff number	Signature

Appendix J Vehicle Markings

Amb1



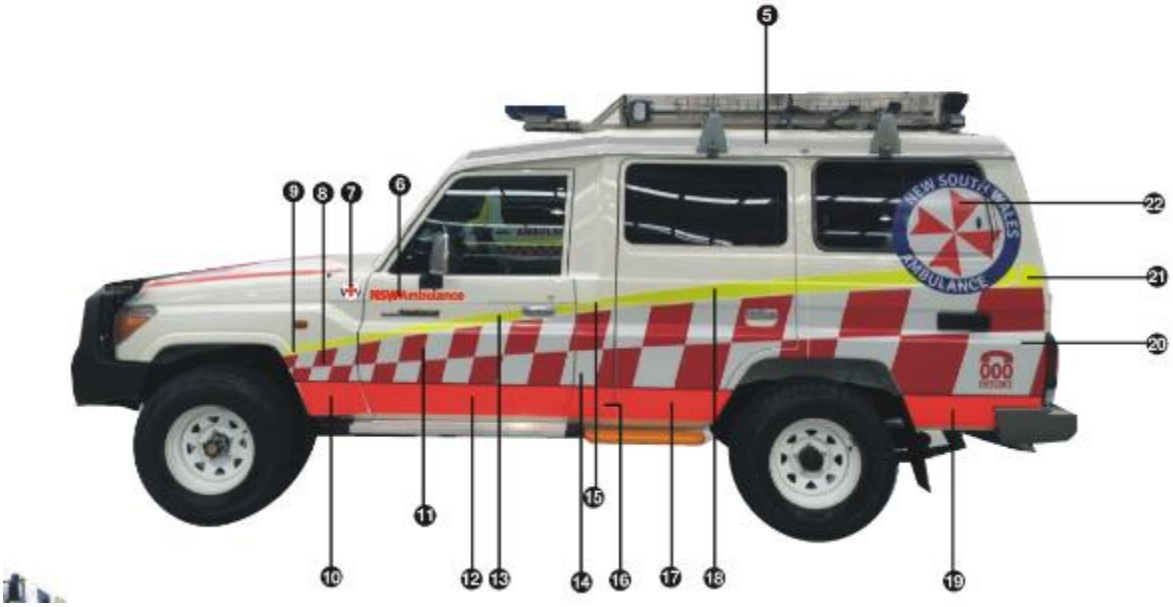


ITEM	DESCRIPTION	Material
1	Red “Ambulance” – Top Lightbox	680CR-10 or equivalent
2	Passenger Side Fluoro Orange with Pinstripe	3484 or equivalent
3	Red “Ambulance” on Fluoro Yellow - Bonnet	680CR-10 or equivalent
4	Upper Front Grill Fluoro Orange Strip	3484 or equivalent
5	Lower Front Grill Fluoro Orange Strip	3484 or equivalent
6	Drivers Side Roof Fluoro Yellow Strip	DG3 or equivalent Assured edge sealed
7	Passenger Side NSW Ambulance One Way Vision	One-Way Vision
8	Passenger Side Rear Fluoro with 000 + “Ambu”	DG3 + 680CR-10 or equivalent
9	Drivers Side Rear Fluoro with 000 + “lance”	DG3 + 680CR-10 or equivalent
10	Passenger Side Red and White Chevron	680CR-10 or equivalent
11	Save Triple Zero (000) For Saving Lives	Vinyl
12	Passenger Side Front Pillar White Reflective Strip	680CR-10 or equivalent
13	Passenger Side Lower Fluoro Yellow Fuel Cap Cover	DG3 or equivalent Assured edge sealed
14	Passenger Side Ambulance Service NSW Roundel – Front Door	680CR-10 or equivalent
15	Passenger Side Lower Fluoro Yellow – Front Door	DG3 or equivalent Assured edge sealed
16	Passenger Side Lower Fluoro Yellow – Front Guard	DG3 or equivalent Assured edge sealed
17	Passenger Side Red/White Checkers – Front Guard	680CR-10 or equivalent
18	Passenger Side Red/White Checkers – Front Guard Small Triangle	680CR-10 or equivalent
19	Passenger Side Lower Fluoro Orange – Front Door	3484 or equivalent
20	Passenger Side Red/White Checkers – Front Door	680CR-10 or equivalent
21	Passenger Side Red/White Checkers – Fuel Cap Cover	680CR-10 or equivalent
22	Passenger Side Lower Fluoro Orange – Fuel Cap Cover	3484 or equivalent
23	Passenger Side Red/White Checkers – Sliding Door	680CR-10 or equivalent
24	Passenger Side Lower Fluoro Orange – Sliding Door	3484 or equivalent
25	Passenger Side Lower Fluoro Yellow – Sliding Door	DG3 or equivalent Assured edge sealed
26	Passenger Side Lower Fluoro Orange – Rear Qtr Panel Front Wheel Arch	3484 or equivalent
27	Passenger Side Lower Fluoro Orange – Rear Qtr Panel Rear Wheel Arch	3484 or equivalent
28	Passenger Side Red/White Checkers – Rear Qtr Panel + 000 Decal	680CR-10 or equivalent
29	Passenger Side Lower Fluoro Yellow – Rear Qtr Panel	DG3 or equivalent Assured edge sealed
30	Passenger Side Ambulance Service NSW One-Way Roundel	One-Way Vision
31	Passenger Side Fluoro Yellow – Vertical Stripe Rear Qtr Panel	DG3 or equivalent Assured edge sealed
32	Passenger Side Upper Fluoro Yellow – Roof Stripe Rear Qtr Panel	DG3 or equivalent Assured edge sealed
33	Passenger Side Fluoro Yellow – “Emergency Ambulance” – Side Window	DG3 or equivalent Assured edge sealed
34	Passenger Side Upper Fluoro Yellow – Roof Stripe - Sliding Door	DG3 or equivalent Assured edge sealed
35	Passenger Side Upper Fluoro Yellow – Roof Stripe – Front Door	DG3 or equivalent Assured edge sealed

Amb4 – Indicative Markings (to be finalised with base Vehicle selection)

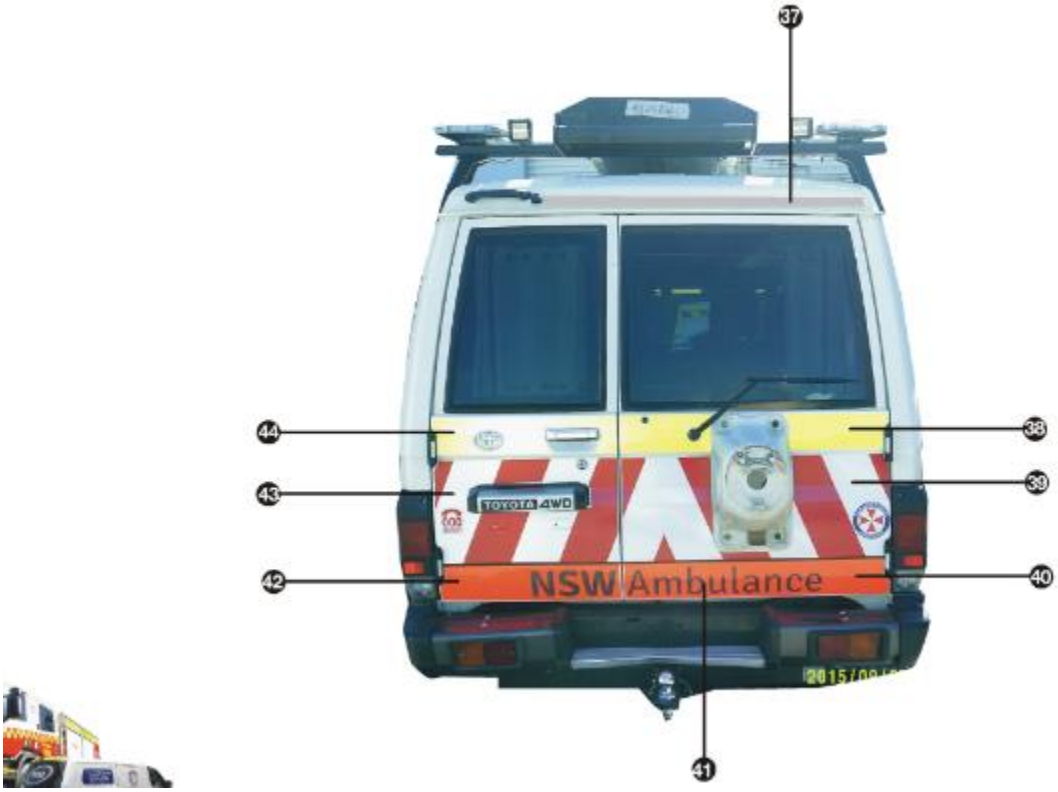
Landcruiser - Front

Landcruiser - Passenger side



Landcruiser - Driver side

Landcruiser - Rear



ITEM	DESCRIPTION	Material
1	Fluoro Yellow/Green Upper Panel	DG3 or equivalent Assured edge sealed
2	Red “Ambulance” – Top of Fluoro Yellow/Green	680CR-10 or equivalent
3	Drivers Side Fluoro Orange - Bonnet	3484 or equivalent
4	Passenger Side Fluoro Orange - Bonnet	3484 or equivalent
5	Passenger Side Top Pillar White Reflective Strip	680CR-10 or equivalent
6	Passenger Side NSW Ambulance – Text	680CR-10 or equivalent
7	Passenger Side Ambulance Service NSW Rondell	680CR-10 or equivalent
8	Passenger Side Red/White Checker – Front Qtr Panel	680CR-10 or equivalent
9	Passenger Side Fluoro Yellow – Front Qtr Panel	DG3 or equivalent Assured edge sealed
10	Passenger Side Lower Fluoro Orange – Front Qtr Panel	3484 or equivalent
11	Passenger Side Red/White Checkers – Front Door	680CR-10 or equivalent
12	Passenger Side Lower Fluoro Orange – Front Door	3484 or equivalent
13	Passenger Side Fluoro Yellow – Front Door	DG3 or equivalent Assured edge sealed
14	Passenger Side Red/White Checkers – Pillar	680CR-10 or equivalent
15	Passenger Side Fluoro Yellow – Pillar	DG3 or equivalent Assured edge sealed
16	Passenger Side Lower Fluoro Orange – Pillar	3484 or equivalent
17	Passenger Side Lower Fluoro Orange – Rear Door	3484 or equivalent
18	Passenger Side Fluoro Yellow – Rear Door	DG3 or equivalent Assured edge sealed
19	Passenger Side Lower Fluoro Orange - Rear Qtr	3484 or equivalent
20	Passenger Side Red/White Checkers – Rear Qtr + 000	680CR-10 or equivalent
21	Passenger Side Fluoro Yellow – Rear Qtr	DG3 or equivalent Assured edge sealed
22	Passenger Side Ambulance Service NSW Rondell	680CR-10 or equivalent
23	Drivers Side Ambulance Service NSW Rondell	680CR-10 or equivalent
24	Drivers Side Red/White Checkers - Rear Qtr + 000	680CR-10 or equivalent
25	Drivers Side Lower Fluoro Orange – Rear Qtr B	3484 or equivalent
26	Drivers Side Fluoro Yellow – Rear Qtr	DG3 or equivalent Assured edge sealed
27	Drivers Side Lower Fluoro Orange – Rear Qtr A	3484 or equivalent
28	Drivers Side Fluoro Yellow – Front Door	DG3 or equivalent Assured edge sealed
29	Drivers Side Lower Fluoro Orange – Front Door	3484 or equivalent
30	Drivers Side Red/White Checkers - Rear Qtr	680CR-10 or equivalent
31	Drivers Side Lower Fluoro Orange – Front Qtr Panel	3484 or equivalent
32	Drivers Side Fluoro Yellow – Front Qtr Panel	DG3 or equivalent Assured edge sealed
33	Drivers Side Red/White Checker – Front Qtr Panel	680CR-10 or equivalent
34	Drivers Side Ambulance Service NSW Rondell	680CR-10 or equivalent
35	Drivers Side NSW Ambulance – Text	680CR-10 or equivalent
36	Drivers Side Top Pillar White Reflective Strip	680CR-10 or equivalent
37	Rear - Top Pillar White Reflective Strip	680CR-10 or equivalent
38	Rear – Drivers Side Fluoro Yellow/Green Panel	DG3 or equivalent Assured edge sealed
39	Rear – Drivers Side Checker + NSW Ambulance Rondell	680CR-10 or equivalent

ITEM	DESCRIPTION	Material
40	Rear – Drivers Side Fluoro Orange Panel	3484 or equivalent
41	Rear – NSW Ambulance Text	680CR-10 or equivalent
42	Rear – Drivers Side Fluoro Orange Panel	3484 or equivalent
43	Rear – Passenger Side Checker + 000	680CR-10 or equivalent
44	Rear – Passenger Side Fluoro Yellow/Green Panel	DG3 or equivalent Assured edge sealed

Appendix K Final Completion Criteria

NSW Ambulance

Final QA Checklist

Ambulance station: _____ Registration Number: _____

Radio Number: _____ Plant Number: **A** _____

Contractor: _____ Make of Vehicle:

Vin Number: _____

Mercedes Sprinter	☐
Toyota Landcruiser	☐
Toyota Hiace	☐
Kia Sorento	☐
Holden Trailblazer	☐
Holden Colorado	☐
Other	☐

Outside

- ☐ Ambulance Markings
- ☐ Diesel fuel Only (if required)
- ☐ Vehicle Electronic Survalance label on Dash
- ☐ Window tinting
- ☐ Matching registration plates (front and rear)
- ☐ Rear bumper fitted.
- ☐ Light bar secured on roof

Inside- Front to back

- ☐ Vehicle dimension label (front window)
- ☐ Window Frosting on Rear window & Rear doors.
- ☐ Fuel cards and fuel in vehicle.
- ☐ Both seat belts attached
- ☐ Tool kit and jack
- ☐ Both B pillar covers fitted and seat belt slides working
- ☐ Two fire extinguishers fitted in front driver & co-driver seat base
- ☐ Plant number and secondary compliance plate fitted
- ☐ Bin area and operation, funnel and lock adjustment.
- ☐ Drug module operation,drawers,dividers and top mould plastic
- ☐ All plastic trays,bin and sharps chute.
- ☐ Check canon plug and Hella plug with tester.
- ☐ All belts (seat belts,zoll restraint,equipment locker)
- ☐ Mask rack secured on top of oxy panel and shock cord attached.
- ☐ Check front and rear facing seat slide adjustment and sealing.
- ☐ Grab rails tight.
- ☐ Overhead lockers secure and door adjustments correct.
- ☐ All curtains,curtain tie's and velcro dots.
- ☐ Medical oxygen stickers and IV hooks
- ☐ Stretcher loader and stretcher operational.
- ☐ S/S rear sill
- ☐ Scoop stretcher/spine board foam guides secure.
- ☐ Floor clean and sealed.

Oxy bay

- [ ] Harness and oxygen line protection
- [ ] Oxygen lines tight and kink free
- [ ] Oxy bottle holder secured in place and sealed.
- [ ] Retaining bars and locking wheel in place and functional.
- [ ] Check oxy bay light operational and oxy bottle sticker fitted.

Electrical list

- [ ] Under bonnet check battery tight & (Jump start stickers fitted, sprinter only)
- [ ] Emergency lights-with handbrake on/off and head lights on/off.
- [ ] Check siren+ horn (wail and yelp)
- [ ] Check reserve battery controller.
- [ ] Check scan and work lights + rear work light.
- [ ] Check all interior lights (hi and low) and all map lights.
- [ ] Check rear parking sensors are working & Camera.
- [ ] Check reverse lights and buzzer/flashing indicators.
- [ ] Check all LED's.
- [ ] Check brake lights,indicators,parkers,head lights,spot and fog lights.
- [ ] Check front and rear A/C and rear roof fans.
- [ ] Check front and rear heater.
- [ ] Check rear speakers and fader.
- [ ] Check all switch panels are functioning

Books

- [ ] Ambulance manufacture instruction manual.
- [ ] Vehicle owners manual **(Check log books match the Rego and Vin Number).**
- [ ] Radio manual. [ ]

Keys

- [ ] Total sets of keys supplied. [ ]
- [ ] Check key and remote operation.

WORKSHOP _____ Signature: _____

Date: _____

Appendix L Toyota LandCruiser 200 GX Scope

Internal

Floor

- Supply and fit floor platform including vinyl covering and all associated infill panels, edge protectors for installation of non-powered stretcher. (Include loading ramp if applicable).

Attendant Seat

- Supply and fit single attendant seat and mounting brackets to O/S must be non-porous and meet infectious control guidelines, (including child restraint anchorage point).
- Remove OEM rear seats and panels (packaged and wrapped for safe keeping).

Stretcher Non-powered

- Fit non-powered stretcher locking system to accommodate supplied stretcher (NSWA to Supply).

Fire Extinguishers

- Supply and fit 2 fire extinguishers Dry powder 1kg including brackets. Location to be confirmed by NSWA.

Storage/Cabinetry

- Supply and Fit Grab and Go storage cabinet to house below medical equipment:
  - Oxy Resus Kit x1
  - First Aid kit x1
  - Medication kit x1
  - Paramedic personal kit bag x 2
- Supply and fit mounting bracket to secure LP15 (preference swivel mount). To be within reach of treating Paramedic. NSW Ambulance to approve location.
- Supply and fit 2 “C/CD” size oxygen bottle holder.
- Supply and fit small sharps container bracket.
- Supply and fit storage compartment for 4X4 recovery kit (Suggested location low in vehicle due to weight).
- Supply and fit cargo netting to N/S rear window (half height for light equipment stowage) e.g. Maternity kit, Burns Kit, Pediatric kit, Sandbags x2, and Cervical Collars x4. These could also be stowed in other appropriate locations within the vehicle.

Electrical

Vehicle Management System (VMS)

- Supply and Fit VMS, must be able to manage battery levels.
  - VMS and all electrical accessories to be powered from AUX battery.

MDT

- Fit MDT pre-wiring kit and associated electrical connections/brackets/duress switch.

Communication

- Fit communication 2 way radio pre-wiring kit.
- Supply and fit timer for 2 way radio and MDT (1hr).
- Supply and fit 2 way radio aerial, must meet GRN 380-470 MHZ range.

External Charger

- Supply and fit charge port to rear of vehicle including mounting bracket, trailer plug, labelled charging indicators and wiring (must not be able to start vehicle with charge cable plugged in) 7 Pin Heavy-Duty Round Metal Trailer Socket - Part No. 82094.

Reverse alarm

- Audible reverse alarm and wiring (to cancel when parking lights or head lights are turned on)

Inverter

- Supply and fit 600w inverter.
- Supply and fit 240v A/C Twin GPO with 10mA RCD PowerPoint (NSWA to provide location).

Work lights

- Supply and fit 2 rear facing work lights (VMS control).
- Supply and fit 2 side facing work lights O/S & N/S (VMS control).

Interior lights

- Supply and fit 2 interior led panel lights.
- Supply and fit 2 LED map lights (capable of emitting both red and white light) shall be installed over the passenger seat and attendant seat.

Emergency warning lights

- Supply and fit emergency R/B led lightbar (46inch including mounting brackets).
- Supply and fit 10 red/blue LEDs, MR6 positioned to be confirmed by NSWA.
- Supply and fit 1 amber led facing upwards (on with beacons).
- Supply and fit 2 white forward facing daylight LEDs (Deactivated with park/headlights).

Warning Siren System

- Supply and fit siren system, including speaker, amplifier and all associated mounting brackets (cancel with handbrake).

External

- Supply and fit sealed storage for Combi-carrier to underside of roof rack platform (if possible).
- Supply and fit 2 yellow grab handle to access roof platform.
- Supply and fit vehicle marking, and window frosting as per agreed with NSWA.

ADR's

- Supply engineering certification for all modifications to adhere to ADR.
- Ensure vehicle restraint compliance standard AS4535 is met.

Dealer supplied items

- Dual battery system

- Bullbar, winch, Driving lights
- Snorkel
- Tow bar
- Rhino flat platform roof tray
- Reverse camera, parking sensors
- Tinted windows

Schedule 2 – Payment Schedule

ME_177249931_1

Payment Schedule

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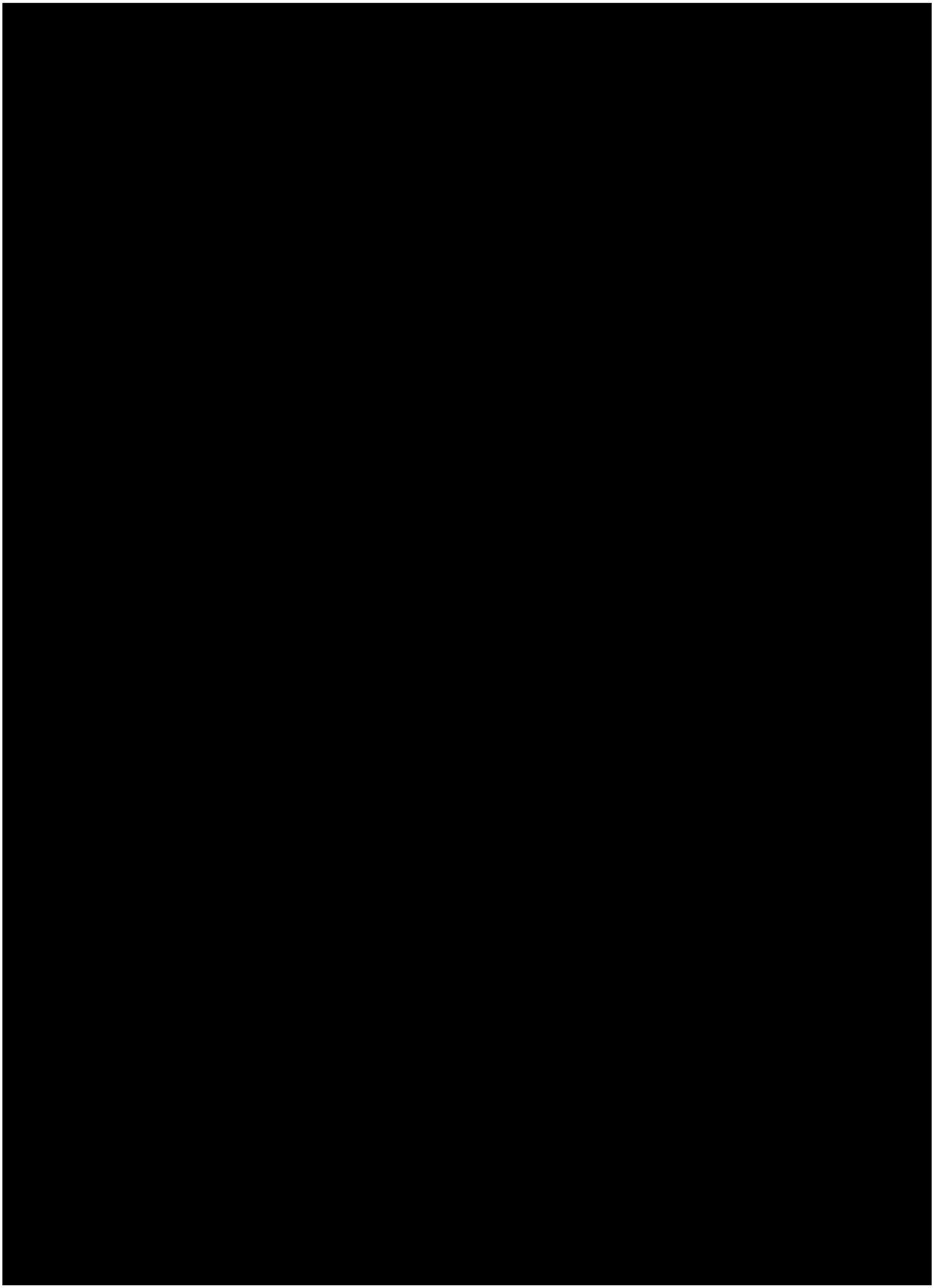

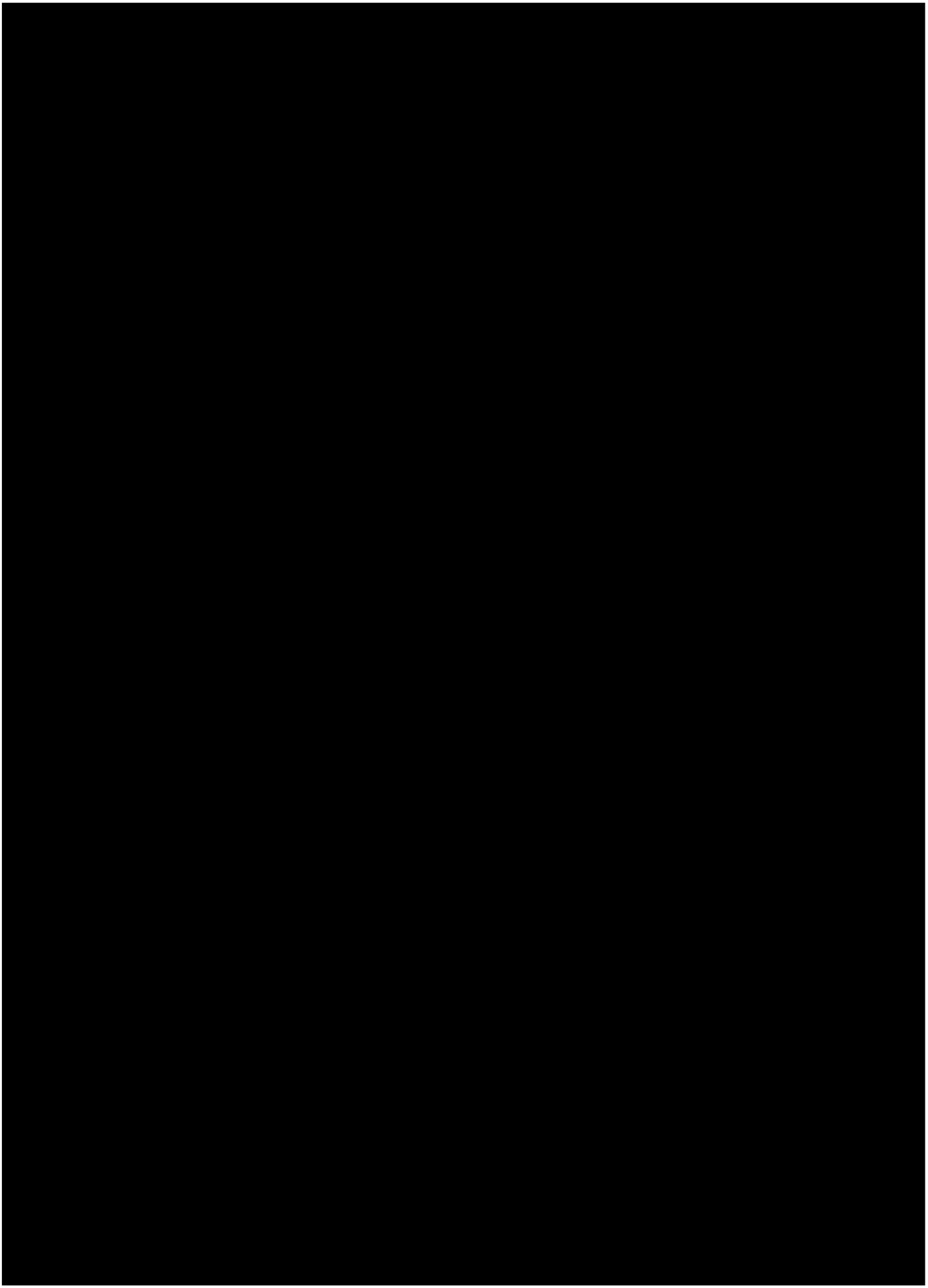

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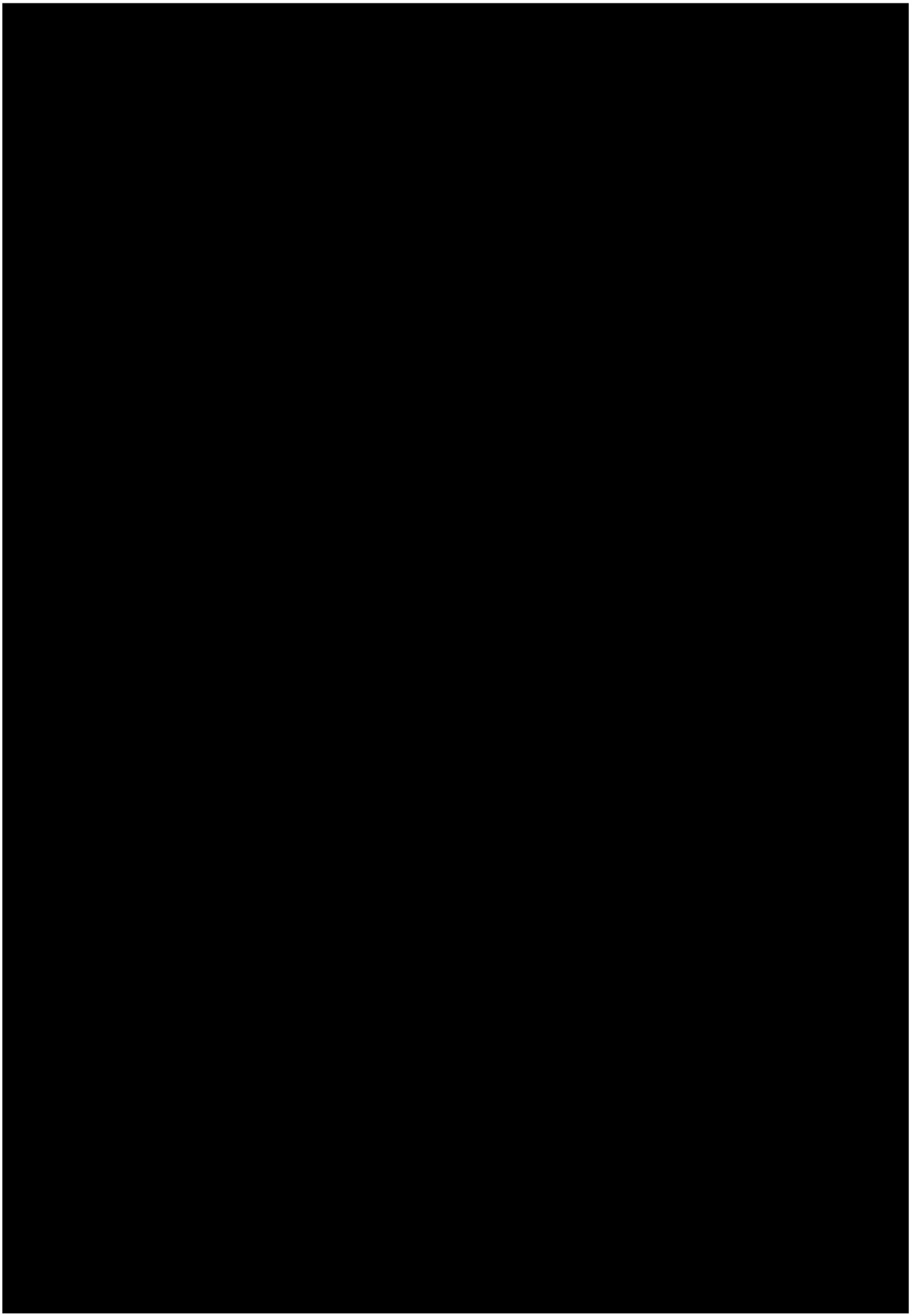

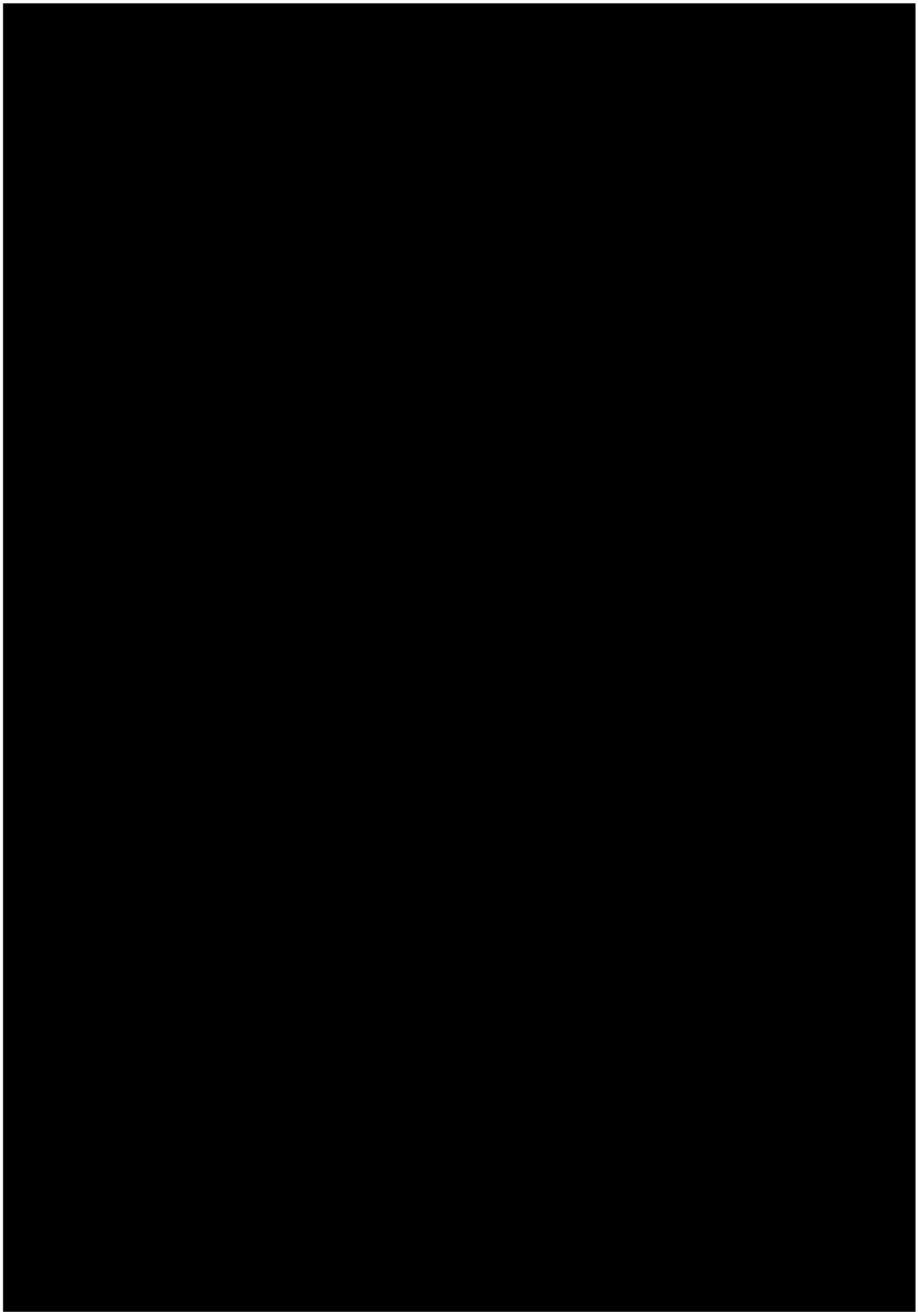

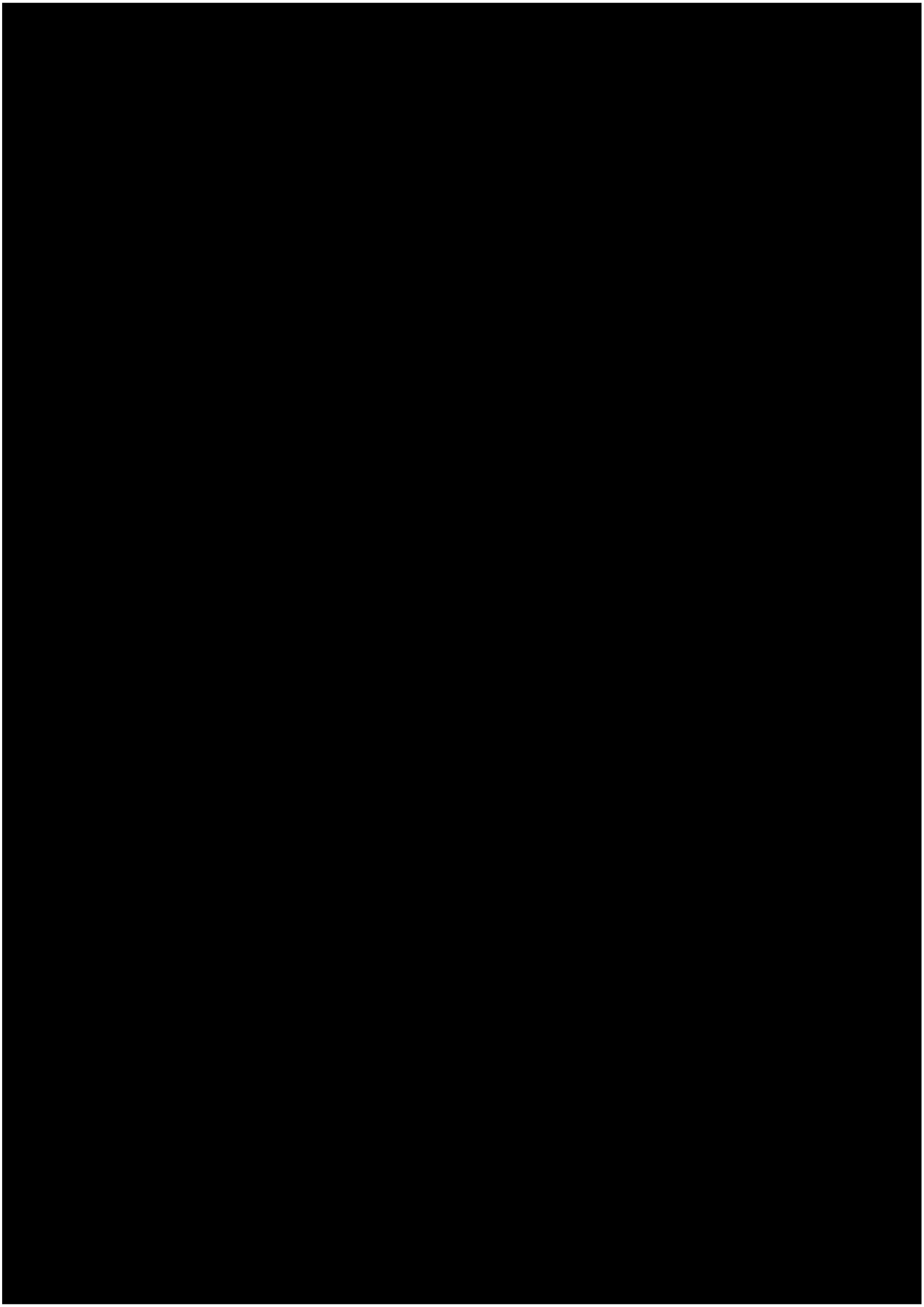

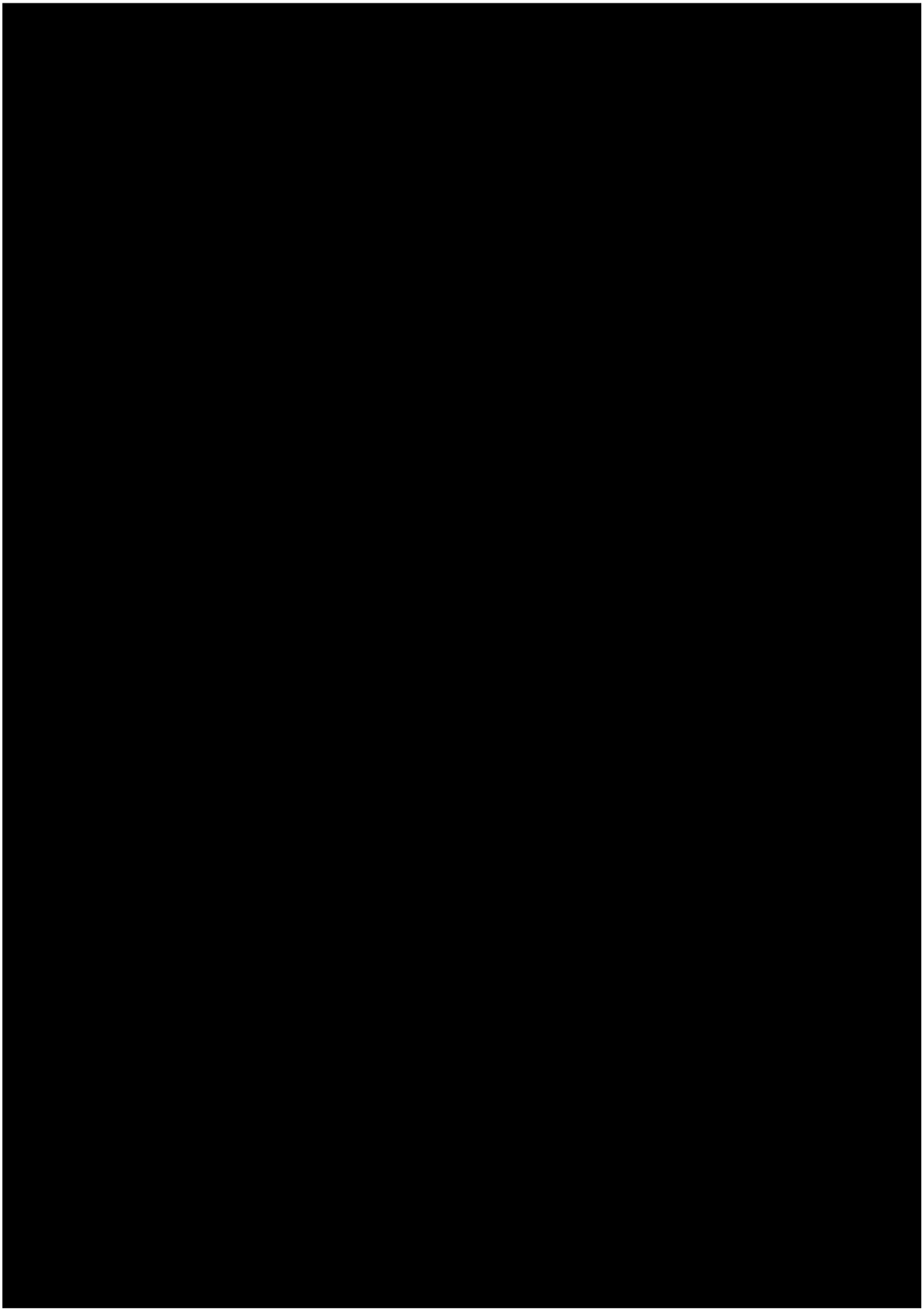

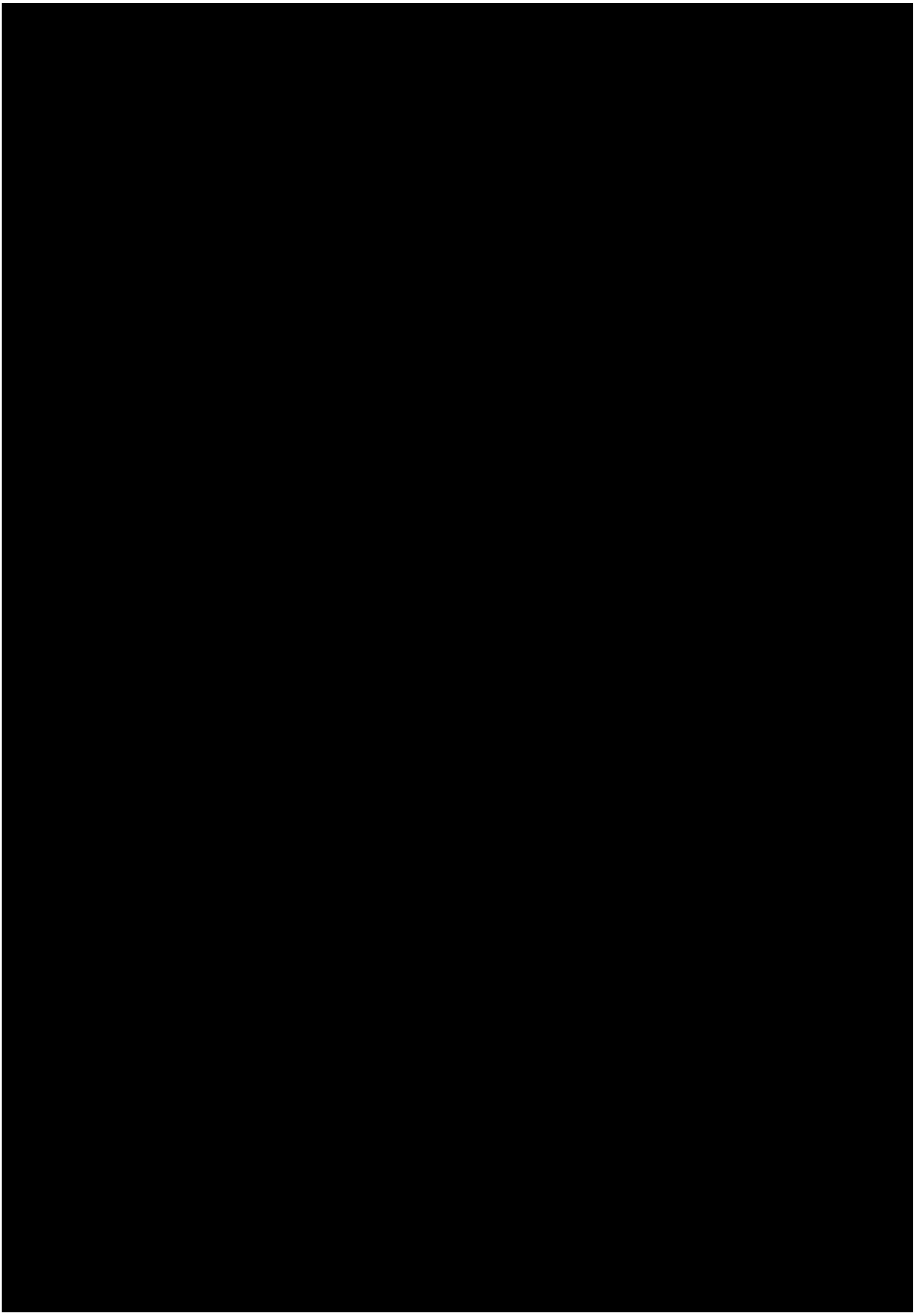

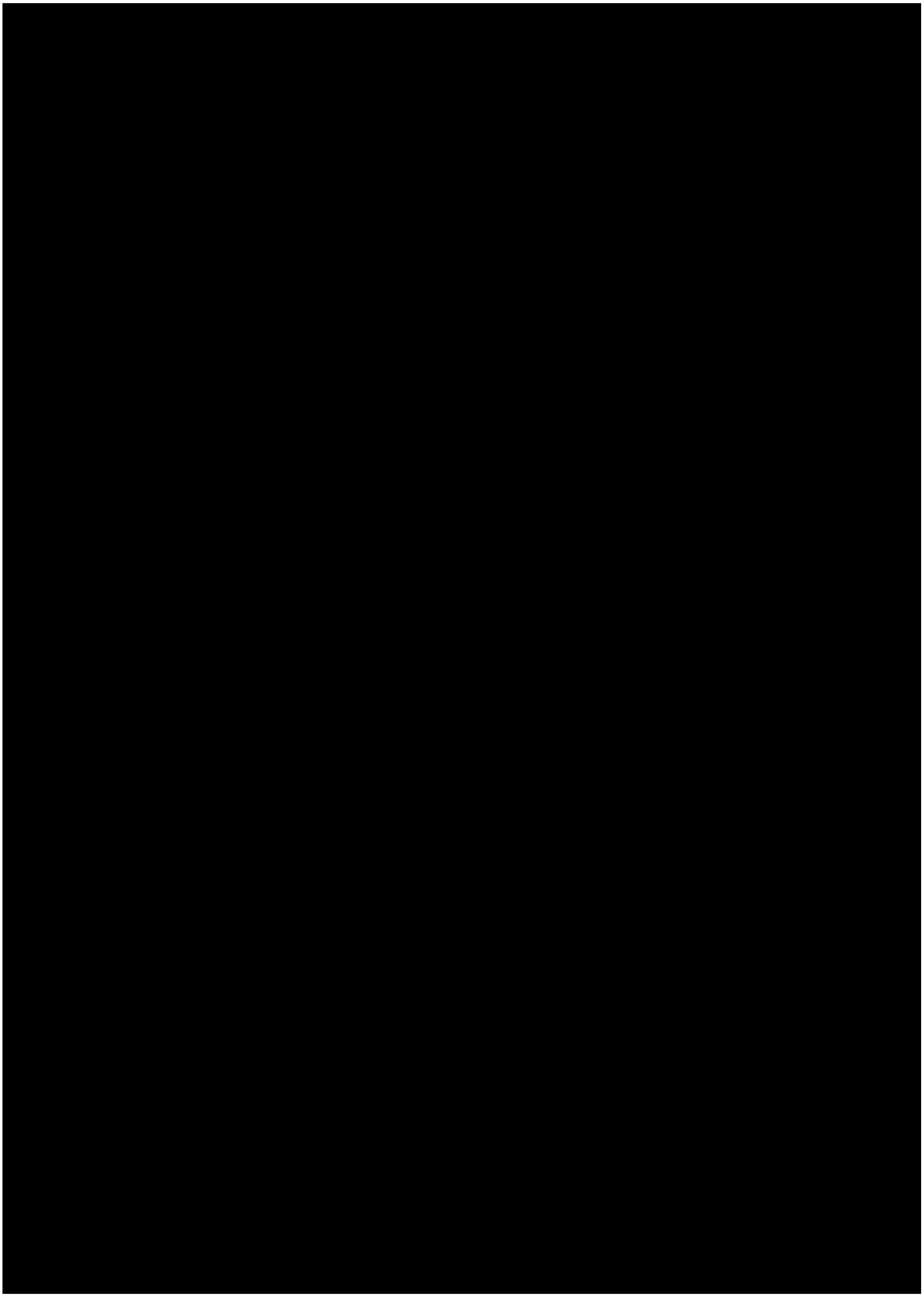

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Appendix A – Pricing Model

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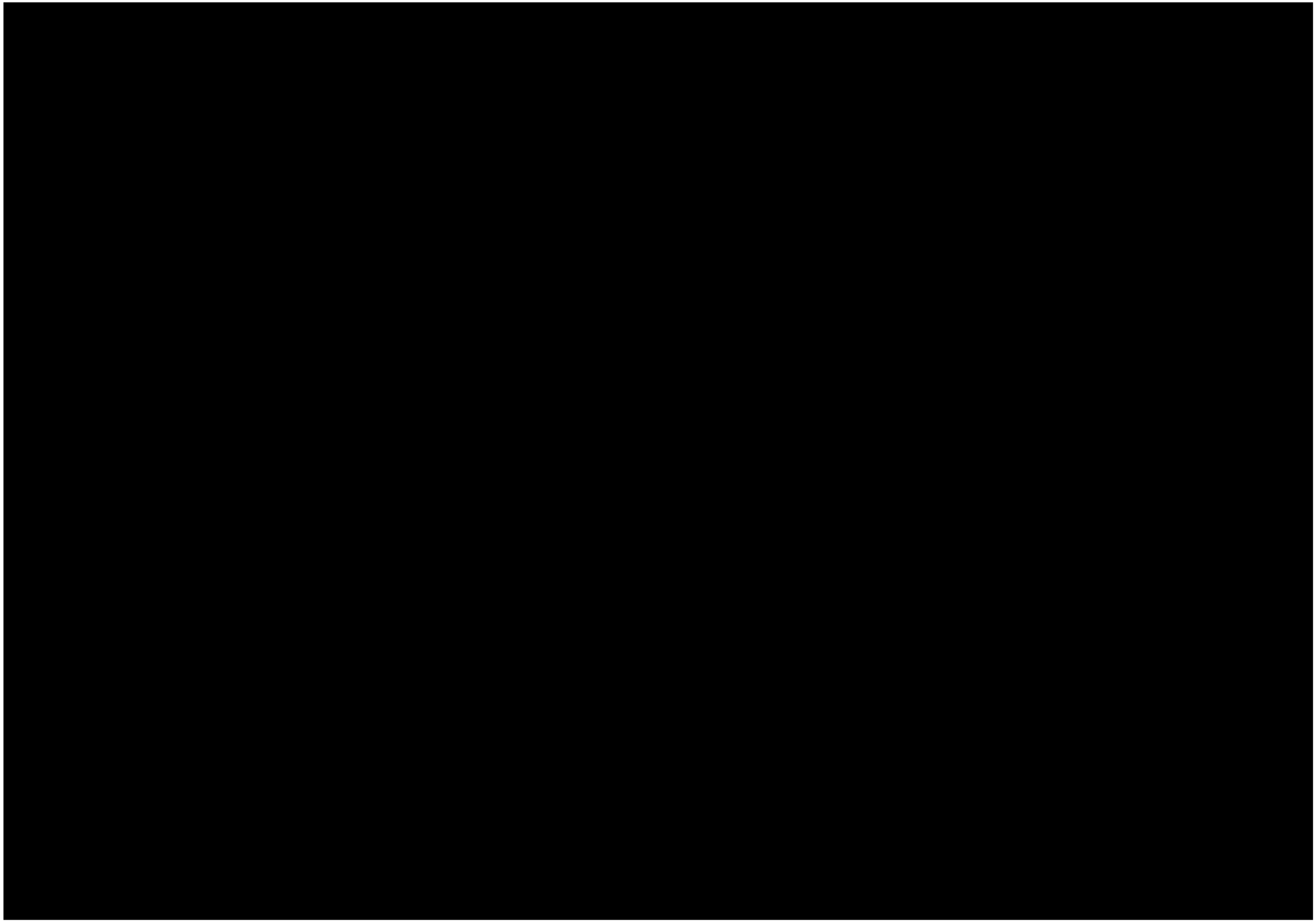

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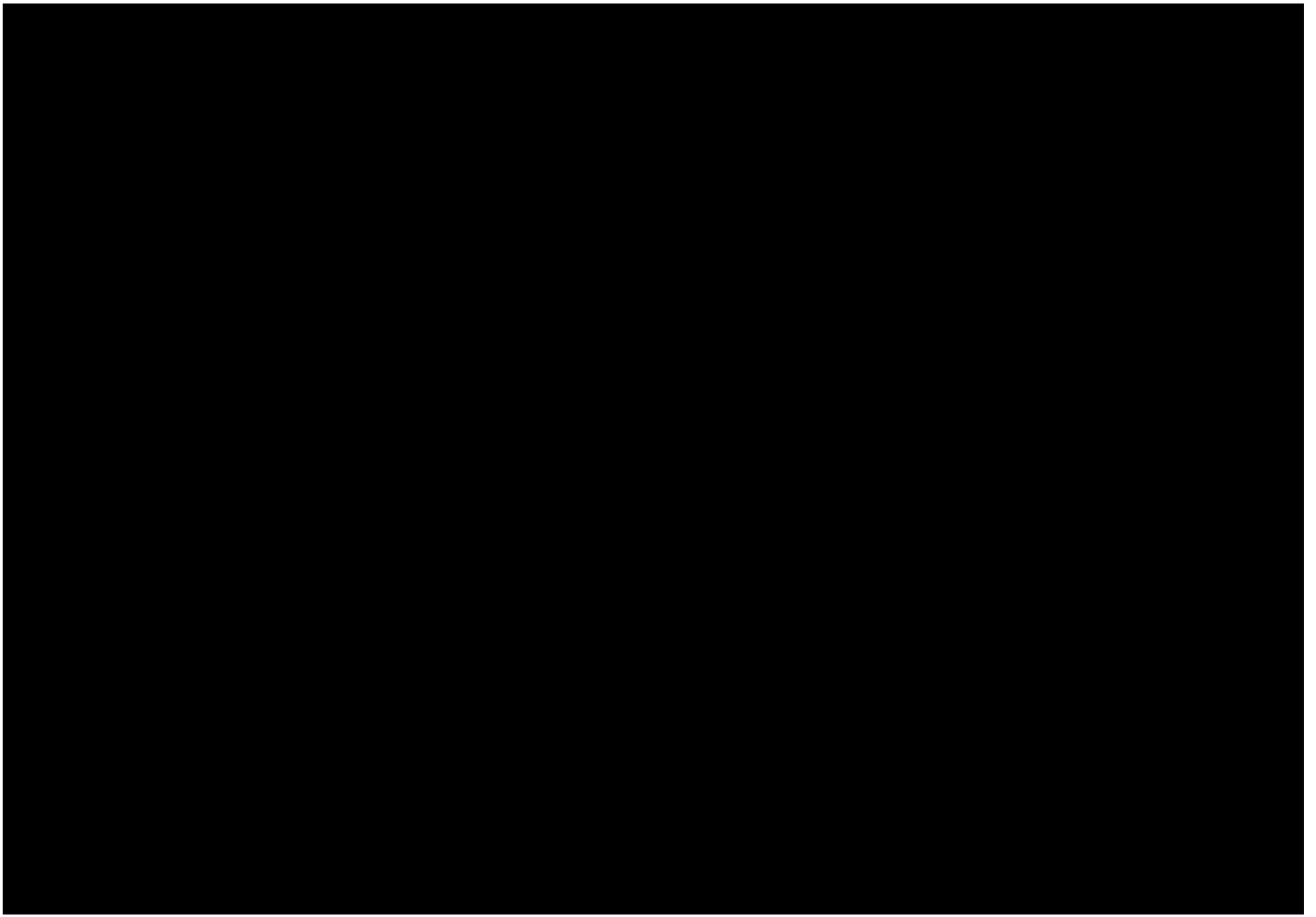

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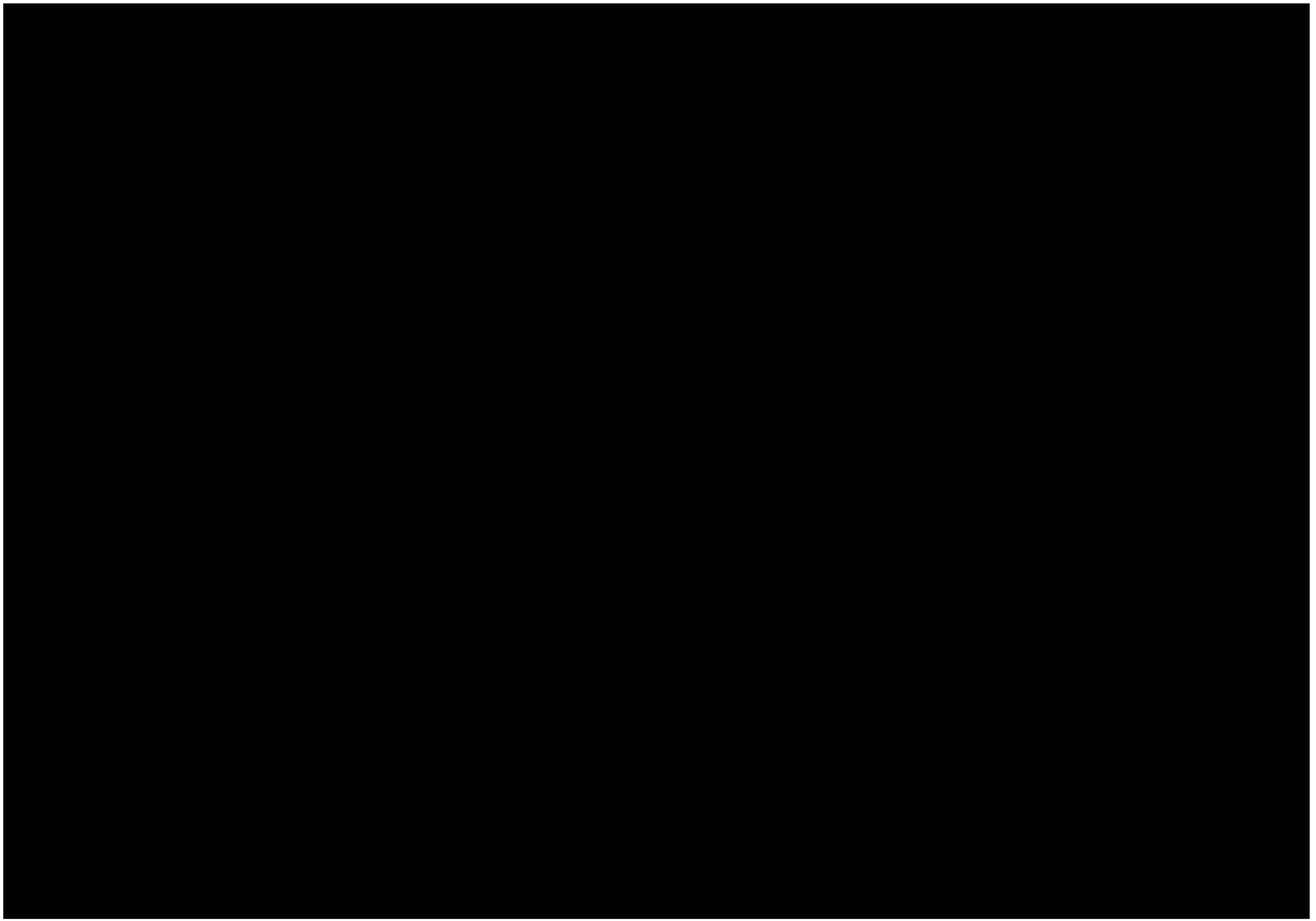

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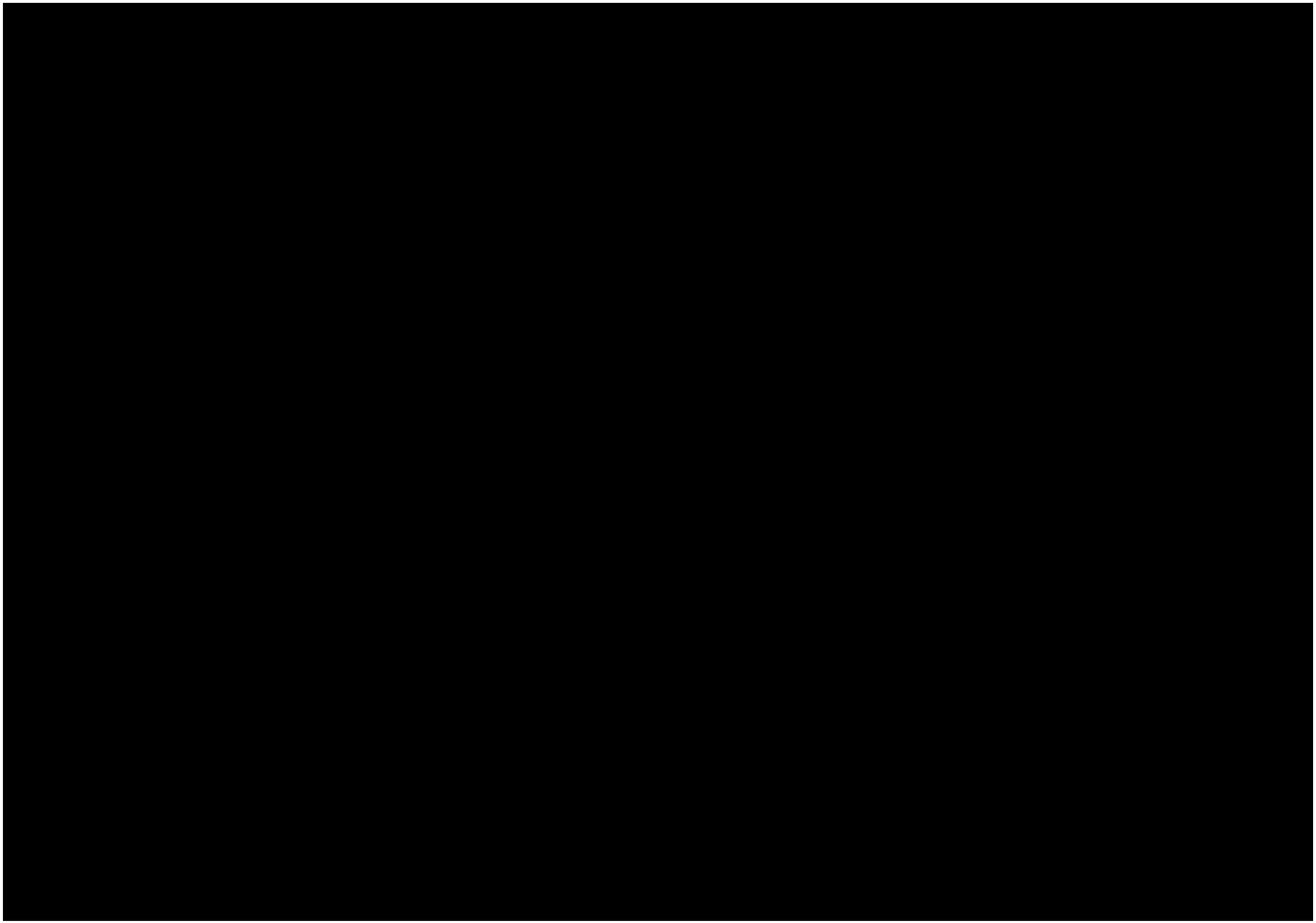

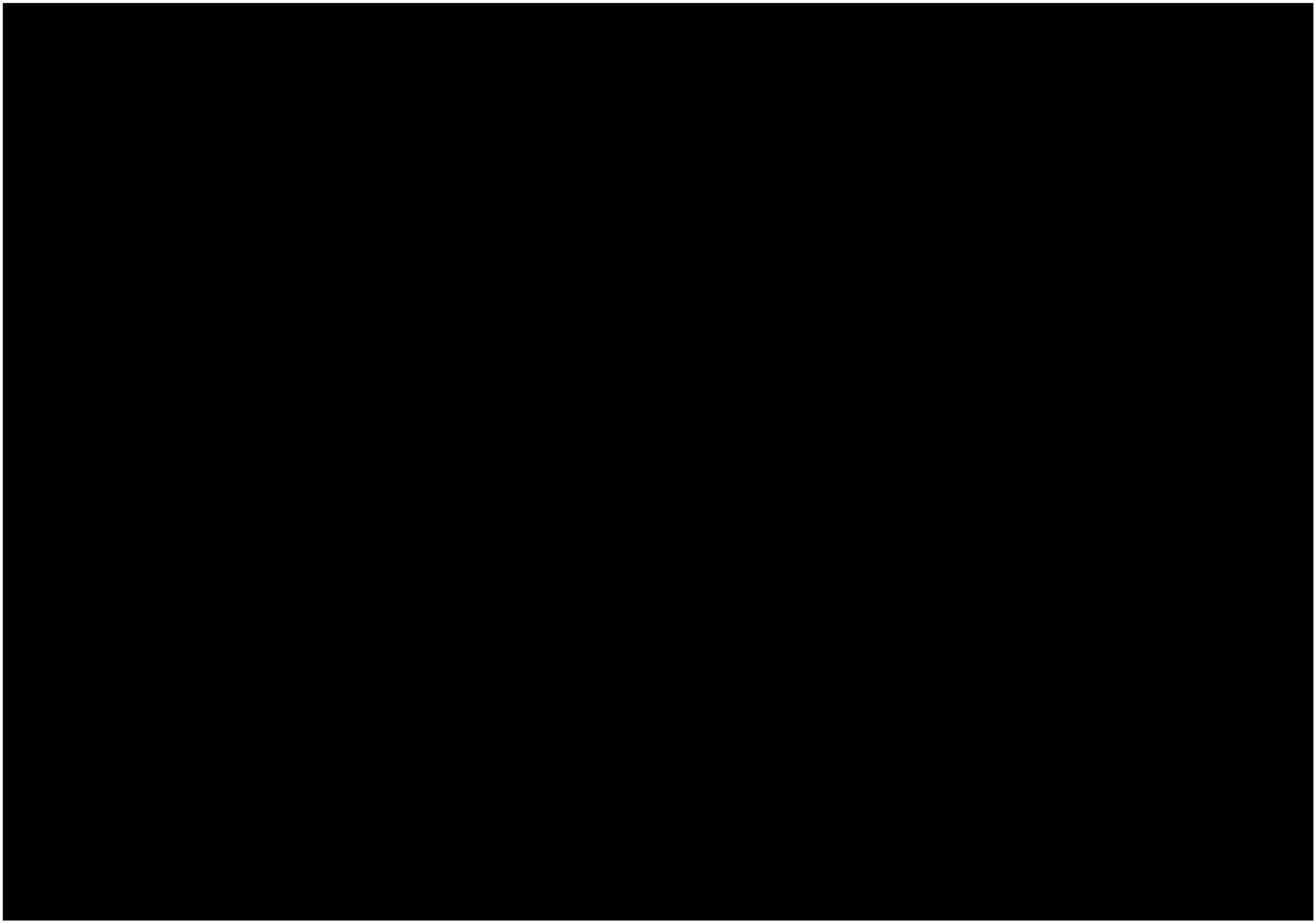

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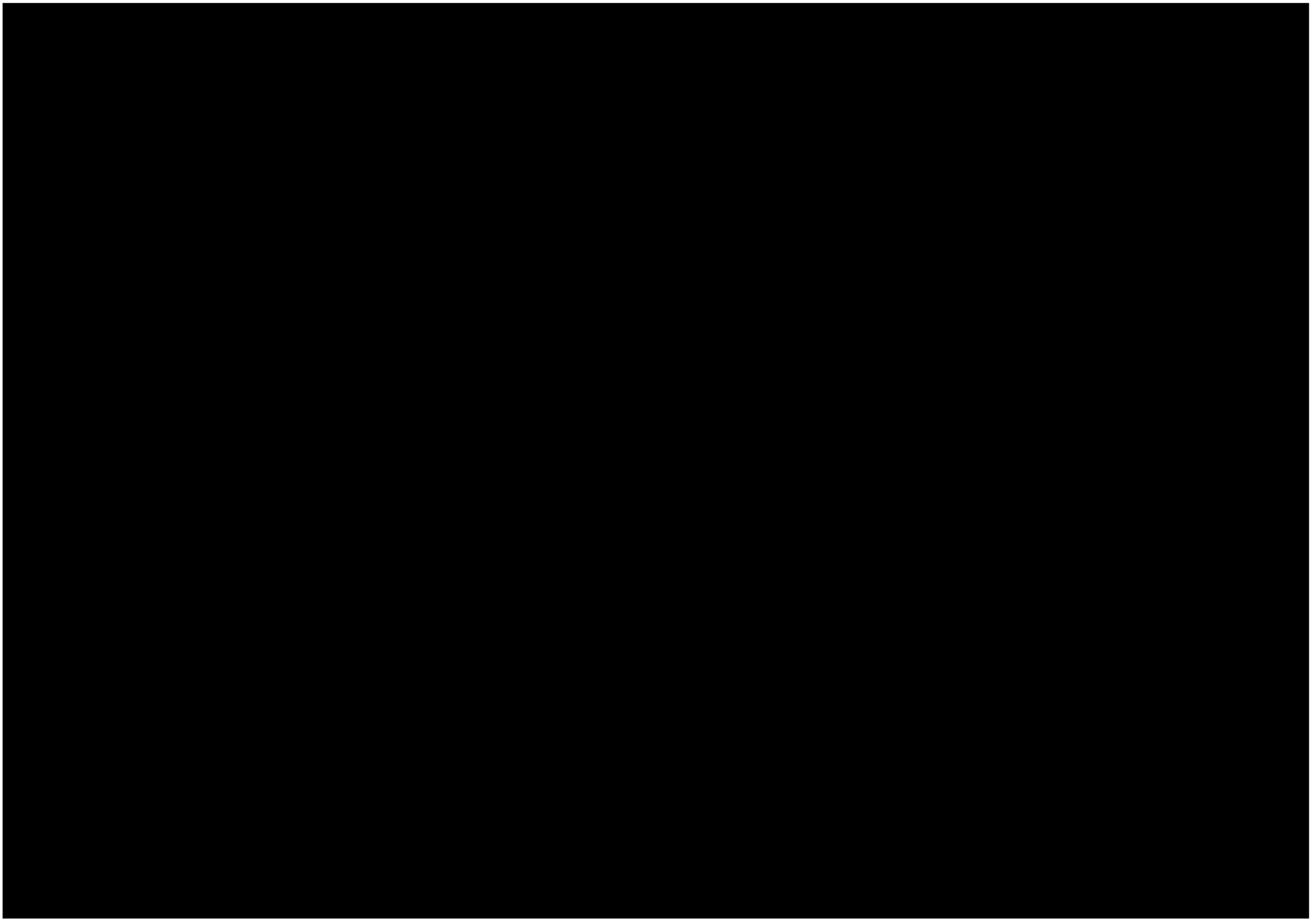

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Schedule 3 – Key Performance Indicators

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Key Performance Indicators

1. Definitions and Interpretation

1.1 In this Schedule 3, the following words have the following meanings:

Performance Management Mechanism has the meaning given in paragraph 2(b) of this Schedule 3.

Payment Withholding has the meaning given in paragraph 2(b) of this Schedule 3.

Vehicle Commissioning Turnaround Time has the meaning given to 'Amb5 Vehicles' in Table 3 of this Schedule 3.

Vehicle Decommissioning Turnaround Time has the meaning given in Table 4 of this Schedule 3.

2. Overview

(a) This Schedule 3 sets out the Key Performance Indicators (KPIs) applicable to the provision of the Services.

(b) One or more of the following Performance Management Mechanisms may apply in relation to any KPI Failure:

(i) Abatement is a payment from the Contractor to the Principal in respect of any KPI Failure during a month.

(ii) Cure Plan is the requirement of the Contractor to prepare a Draft Cure Plan for the approval of the Principal and implement the Approved Cure Plan in accordance with clause 31.3 of this document.

(iii) Payment Withholding is the ability of the Principal to withhold any payments from the Contractor for a KPI Failure in respect of KPI 5 or KPI 7.

(c) Table 1 sets out the KPIs and the Performance Management Mechanisms that apply to each KPI.

Table 1 KPIs

Ref	KPI	Performance Management Mechanisms		
		Abatement	Cure Plan	Payment Withholding
KPI 1	Vehicle Commissioning Turnaround Time	✓	✓	
KPI 2	Vehicle Decommissioning Turnaround Time	✓	✓	
KPI 3	Quality of Supplied Components		✓	
KPI 4	Warehousing of Principal Supplied Equipment		✓	
KPI 5	Reports			✓
KPI 6	Workplace Health and Safety		✓	
KPI 7	Transition Out			✓

(d) The following table sets out how the KPI Tables included in this Schedule 3 are to be interpreted.

Table 2 KPI Table

Name	*The name of the KPI*
Description	*A description of what the KPI does and, at a high level, how it is measured and calculated.*
KPI	*The level of performance the Contractor must equal or exceed.*
KPI Abatement	*KPI thresholds at or below which the Contractor will be abated and the abatement rate.*
Cure Plan	*KPI thresholds at or below which the Contractor will be required to prepare a Cure Plan for the approval of the Principal.*
Payment Withholding	*KPI thresholds at or below which the Payment will be withheld until compliance with the KPI or other requirement of this document.*
Measurement methodology	
KPI Measurement Period	*The period over which the performance of the KPI must be calculated in each report.*
Measurement Responsibility	*Whether it is the responsibility of the Contractor or the Principal to measure (or collect the measurement of) and then calculate the KPI.*
Reporting Frequency	*How frequently performance against this KPI should be reported (typically, this is each calendar month unless specified otherwise in this Schedule 3).*

3. KPIs

3.1 Vehicle Commissioning Turnaround Time

Table 3 Vehicle Commissioning Turnaround Time

Name	*KPI 1: Vehicle Commissioning Turnaround Time*
Description	This KPI aims to ensure Vehicles reach Final Completion by the Date for Final Completion and within the Vehicle Commissioning Turnaround Time.
KPI	The Vehicle Commissioning Turnaround Time is measured as the number of Business Days between when a Vehicle is delivered to the Contractor's Site and the Date for Final Completion for that Vehicle. The Vehicle Commissioning Turnaround Time is [redacted] Business Days. For avoidance of doubt: • the Business Day immediately after the Business Day on which a Vehicle is delivered to the Contractor's Site is deemed to be the first Business Day of the Vehicle Commissioning Turnaround Time; and • without limiting the contents of a Vehicle Order, the Contractor must achieve Final Completion on or before the [redacted] Business Day after receipt by the Contractor of the Vehicle(s) the subject of the Vehicle Order.
KPI Abatement	The Contractor must achieve Final Completion of each Vehicle within the applicable Vehicle Commissioning Turnaround Time and by the Date for Final Completion. The Commissioning and Decommissioning Payment for a Vehicle will be reduced for each day that the Contractor has failed to achieve Final Completion by the applicable Date(s) for Final Completion at the rate of [redacted] per Vehicle per day. For avoidance of doubt: • the day immediately after the Date for Final Completion is deemed as the first day that the Contractor has failed to achieve Final Completion by the Date for Final Completion; and • the number of days that one or more Vehicles within a Vehicle Order reach Final Completion prior to the Date for Final Completion for such Vehicles cannot be used to offset the number of days that the Contractor has failed to achieve Final Completion by the Date for Final Completion for other Vehicles the subject of that same Vehicle Order.
Cure Plan	The Contractor will be required to prepare a Draft Cure Plan for the Principal's approval and implement the Approved Cure Plan if: • the Contractor has failed to achieve Final Completion by the relevant Date for Final Completion for more than three Vehicles for the preceding Quarter; or • one or more of Vehicles the subject of a Vehicle Order fail to reach Final Completion by its respective Date for Final Completion by more than 20 Business Days.

Name	*KPI 1: Vehicle Commissioning Turnaround Time*
Payment Withholding	Not applicable.
Measurement methodology	
KPI Measurement Period	Monthly.
Measurement Responsibility	Contractor.
Reporting Frequency	Monthly.

3.2 Vehicle Decommissioning Turnaround Time

Table 4 Vehicle Decommissioning Turnaround Time

Name	*KPI 2: Vehicle Decommissioning Turnaround Time*
Description	This KPI aims to ensure Vehicles reach Decommission Completion by the Date for Decommission Completion stated in a Decommission Request.
KPI	The Vehicle Decommissioning Turnaround Time is measured as the number of Business Days between the Business Day that a Decommission Request is issued to the Contractor and the Date for Decommission Completion for each Vehicle in that Decommission Request. The Vehicle Decommissioning Turnaround Times is [redacted] Business Days. The Vehicle Decommissioning Turnaround Times may be extended for up to **ten (10) Business Days** for any Vehicles requiring repairs for Unacceptable Damage as agreed between the Principal and the Contractor. For avoidance of doubt: • the Business Day immediately after the day the Decommission Request is issued to the Contractor is deemed to be the first Business Day of the Vehicle Decommissioning Turnaround Time; and • the Contractor must achieve Decommission Completion on or before the [redacted] Business Day for each Vehicle after the Decommission Request is issued under clause 13.9 of this document.
KPI Abatement	The Contractor must, in relation to each Decommission Request, achieve Decommission Completion within the Vehicle Decommissioning Turnaround Time and by the applicable Date for Decommission Completion. The Commissioning and Decommissioning Payment for a Vehicle will be reduced for each day that the Contractor has failed to achieve Decommission Completion by the Date for Decommission Completion at the rate of [redacted] per Vehicle per day. For avoidance of doubt:

Name	*KPI 2: Vehicle Decommissioning Turnaround Time*
	• the day following the Date for Decommission Completion is deemed as the first day that the Contractor has failed to achieve Decommission Completion by the Date for Final Completion. • the number of days that one or more Vehicles the subject of a Decommission Request reach Decommission Completion before the Date for Decommission Completion cannot be used to offset the number of days that the Contractor has failed to achieve Decommission Completion by the Date for Decommission Completion for other Vehicles the subject of the same Decommission Request.
Cure Plan	The Contractor will be required to prepare a Draft Cure Plan for the Principal's approval and implement the Approved Cure Plan if: • the Contractor has failed to achieve Decommission Completion by the Date for Decommission Completion for more than three Vehicles for the preceding Quarter; or • one or more of the Vehicles fail to reach Decommission Completion by the Date for Decommission Completion by more than 20 Business Days.
Payment Withholding	Not applicable.
Measurement methodology	
KPI Measurement Period	Monthly.
Measurement Responsibility	Contractor.
Reporting Frequency	Monthly.

3.3 Quality of Supplied Components

Table 5 Quality of Supplied Components

Name	*KPI 3: Quality of Supplied Components*
Description	This KPI aims to ensure the quality of the Contractor Supplied Equipment.
KPI	• Ad hoc quality audits will not identify any Defects in Contractor Supplied Equipment; and • No Defects in Contractor Supplied Equipment.
KPI Abatement	Not applicable.
Cure Plan	The Contractor will be required to prepare a Draft Cure Plan for the Principal's approval and implement the Approved Cure Plan if: • an ad hoc quality audit identifies any Defects in Contractor Supplied Equipment; or • there is a Defect in the Contractor Supplied Equipment.
Payment Withholding	Not applicable.
Measurement methodology	

Name	*KPI 3: Quality of Supplied Components*
KPI Measurement Period	At occurrence of each quality audit or report / identification of Defects in Contractor Supplied Equipment.
Measurement Responsibility	The Principal and / or the Contractor.
Reporting Frequency	At occurrence of each quality audit or report / identification of Defects in Contractor Supplied Equipment.

3.4 Warehousing of Principal Supplied Equipment

Table 6 Warehousing of Principal Supplied Equipment

Name	*KPI 4: Warehousing of Principal Supplied Equipment*
Description	This KPI aims to ensure that decommissioned Principal Supplied Equipment should be stored in a secure area on the Contractor's Site and be able to be separately identified and recognised as Principal Supplied Equipment.
KPI	• Secure warehousing of decommissioned Principal Supplied Equipment; • Equipment will be able to be separately identified and recognised as the Principal's Equipment; and • Contractor is compliant with the secure storage and warehousing requirement of this document and the Services Specification.
KPI Abatement	Not applicable.
Cure Plan	The Contractor will be required to prepare a Draft Cure Plan for the Principal's approval and implement the Approved Cure Plan if ad hoc audits identify or it is otherwise identified or reported that the Contractor is not compliant with the secure storage and warehousing requirements of this document and the Services Specification.
Payment Withholding	Not applicable.
Measurement methodology	
KPI Measurement Period	At occurrence of each quality audit or report / identification of non-compliance with secure storage and warehousing requirements of this document and the Services Specification.
Measurement Responsibility	The Principal and / or the Contractor.
Reporting Frequency	At occurrence of each quality audit or report / identification of non-compliance with the secure storage and warehousing requirements under this document.

3.5 Reports

Table 7 Reports KPI

Name	*KPI 5: Reporting Requirements*
Description	This KPI aims to ensure that all Reports required under this document, or otherwise agreed in writing by the parties, are provided by the Contractor within the specified timeframes.

Name	*KPI 5: Reporting Requirements*
KPI	The Contractor is required to provide all Reports required under this document in the specified timeframes, or as otherwise agreed in writing by the parties.
KPI Abatement	Not applicable.
Cure Plan	Not applicable.
Payment Withholding	If a Report is not provided by the specified timeframe, an amount equal to the total Payments made by the Principal to the Contractor in the preceding 12 months divided by 12 is withheld until the Report is provided and it satisfies the requirements of this document.
Measurement methodology	
KPI Measurement Period	Monthly.
Measurement Responsibility	Contractor.
Reporting Frequency	Monthly.

3.6 Workplace Health and Safety

Table 8 Workplace Health and Safety

Name	*KPI 6: Workplace Health and Safety*
Description	This KPI ensures that workplace health and safety is maintained at all times.
KPI	The Contractor is required to: • Develop the WHS Plan that complies with all relevant WHS Legislation and report against the actions that are described in the WHS Plan; • Ensure that each Site and the performance of the Services remains compliant with WHS Legislation and are not unsafe; and • Report to the Principal Representative on a monthly basis any workplace injury directly occurred as a result of the performance of the Services.
KPI Abatement	Not applicable.
Cure Plan	The Contractor will be required to prepare a Draft Cure Plan for the Principal's approval and implement the Approved Cure Plan: • at the occurrence of any workplace injury directly related to the Services; or • if unsafe work processes or non-compliance with WHS Legislation in connection with the Services or at a Site are reported and / or identified.
Payment Withholding	Not applicable.
Measurement methodology	
KPI Measurement Period	Monthly.
Measurement Responsibility	Contractor.

Name	*KPI 6: Workplace Health and Safety*
Reporting Frequency	Monthly.

3.7 Transition Out

Table 9 Transition Out

Name	*KPI 7: Transition Out KPI*
Description	This KPI aims to ensure that the Contractor is compliant with the Transition Out requirements of this document and the Transition Out Plan.
KPI	The Contractor is compliant with its Transition Out obligations under this document and the Transition Out Plan.
KPI Abatement	Not applicable.
Cure Plan	Not applicable.
Payment Withholding	An amount equal to the total Payments made by the Principal to the Contractor in the preceding 12 months divided by 12 is withheld until the Contractor is compliant with its Transition Out obligations under this document and the Transition Out Plan.
Measurement methodology	
KPI Measurement Period	During the period of Transition Out in accordance with clause 34 of this document.
Measurement Responsibility	Contractor.
Reporting Frequency	During Transition Out Period as agreed between the Principal and the Contractor.

Schedule 4 – Modern Slavery Law

1. Application and defined terms

1.1 Application

This Schedule 4 applies to the entire document.

1.2 Definitions

In this Schedule 4, unless otherwise defined in clause 1.1 of this document:

Commonwealth Criminal Code means the Criminal Code as defined in the *Criminal Code Act 1995* (Cth);

Modern Slavery means internationally recognised exploitative practices including human trafficking, slavery, slavery-like practices, servitude, forced labour, forced marriage, debt bondage, the worst forms of child labour, deceptive recruiting for labour services and includes the conduct in section 4 of the *Modern Slavery Act 2018* (Cth).

Modern Slavery Law means:

(a) the *Modern Slavery Act 2018* (Cth) and any law, statute, regulation, code, rule or other legally binding measure of any jurisdiction that creates similar reporting obligations to those set out in the *Modern Slavery Act 2018* (Cth); and

(b) Divisions 270 and 271 of the Commonwealth Criminal Code, the *Modern Slavery Act 2018* (NSW) and any law, statute, regulation, code rule or other legally binding measure of any jurisdiction that creates similar offences to those set out in Divisions 270 and 271 of the Commonwealth Criminal Code.

Modern Slavery Policy means the Principal's policy regarding the prevention of Modern Slavery, as notified to the Contractor by the Principal from time to time.

Notifiable Event means a breach of Modern Slavery Law by the Contractor, any Contractor Related Party or a Supply Chain Participant in connection with this document.

Principal's Supplier Code of Conduct means the document titled 'NSW Government Procurement Policy Framework' as amended from time to time.

Supplier Policies means all of the Principal's procedures and standards applicable to suppliers and contractors, including the Principal's Supplier Code of Conduct and any policies, procedures and standards in relation to Modern Slavery notified by the Principal to the Contractor from time to time; and

Supply Chain Participant means, in relation to a business, any organisation or individual involved in the chain of production and provision of particular goods or services to that business.

2. Compliance with Modern Slavery Law and Contractor Code of Conduct

2.1 Modern Slavery Law

Without limiting, and in addition to, any other obligation of the Contractor under this document, the Contractor must in the performance of the Services:

(a) comply with the Supplier Policies;

(b) comply with Modern Slavery Laws;

(c) ensure that it, each Contractor Related Party and Supply Chain Participants comply with the Supplier Policies and Modern Slavery Laws;

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(d) include in its contracts with Supply Chain Participants, provisions that are at least as onerous as those set out in this clause 2.1; and

(e) promptly provide the Principal with, and procure that each Contractor Related Party promptly provides the Principal with, such access, information and documentation as the Principal reasonably requests to enable the Principal to:

(i) undertake due diligence on the Contractor's supply chain, including any Supply Chain Participant; and

(ii) report to any relevant Authority regarding the Modern Slavery protections in the Contractor's operations and supply chains, including in relation to any acts or omissions under the Modern Slavery Law.

2.2 Principal's Standards Conduct

(a) At its cost, the Contractor must, and must procure that each Contractor Related Party and each of its Supply Chain Participants, comply with the Principal's Standards of Conduct.

(b) The Principal will give notice in writing to the Contractor of any amendment to the Principal's Standards of Conduct and the Contractor must comply with the Principal's Standards of Conduct, as amended, within 14 days of the date of the notice given under this clause 2.2.

3. Adequate procedures

(a) The Contractor warrants and represents on a continuing basis to and for the benefit of the Principal that it, and each of its Supply Chain Participants, has in place and will have, and maintain in place at all times, adequate and reasonable policies, controls, procedures and training designed to prevent, detect, assess, manage and remedy (as appropriate) Modern Slavery Law breaches in its operations or supply chains.

(b) The Contractor will maintain documents, books and records evidencing compliance with this clause 3.

(c) The Contractor will make its whistle-blower process, if any, available to the employees of its Supply Chain Participants.

4. Compliance history

The Contractor warrants and represents to and for the benefit of the Principal that:

(a) no investigation, inquiry, proceeding, or claim has been initiated, is threatened or pending against the Contractor or any Contractor Related Party by any Authority or organisation in relation to any Modern Slavery Law;

(b) the Contractor is not aware of any fact, situation or circumstance that might give rise to an investigation, proceeding or claim by any Authority or organisation in relation to any breach of Modern Slavery Law by:

(i) the Contractor;

(ii) any Contractor Related Party; or

(iii) Supply Chain Participants; and

(c) neither the Contractor nor, so far as the Contractor is aware, any each Contractor Related Party, has at any time been:

(i) found by a court, tribunal or other judicial or quasi-judicial authority in any jurisdiction to have committed a breach of Modern Slavery Law; or

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(ii) the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with Modern Slavery Law.

5. Notifiable Event

(a) Without prejudice, and in addition, to any other obligation of the Contractor under this document, the Contractor must:

(i) notify the Principal promptly and in any event within five days of:

(A) becoming aware of any actual, alleged or suspected Notifiable Event; or

(B) the Contractor reasonably suspecting that a Notifiable Event has or may have occurred; and

(ii) cooperate with and assist the Principal in relation to any investigation or legal proceedings in relation to the Notifiable Event.

(b) The notice given under this clause 5 of this Schedule 4 must set out adequate particulars of the actual or suspected Notifiable Event and the ongoing steps that the Contractor is taking to investigate the actual or suspected Notifiable Event.

6. Investigation and audit rights

(a) Without prejudice, and in addition, to the rights of the Principal to carry out an audit under clause 16 of this document, the Contractor will allow the Principal to conduct an audit of the Contractor's compliance with:

(i) the Contractor's obligations under clauses 2, 3 and 4 of this Schedule 4; and

(ii) any actual, alleged or suspected Notifiable Event.

(b) For the purposes of an audit under clause 6(a) of this Schedule 4, the Contractor must promptly:

(i) make available to the Principal such access to the Contractor's Personnel (and procure access to the Personnel of each Contractor Related Party), the operations, facilities, documents, books and records of the Contractor and the Contractor's Personnel; and

(ii) provide all such assistance and information that the Principal reasonably requests in connection with any such audit.

7. Right to report

Without prejudice, and in addition, to any other right of the Principal under this document or at law, the Principal may, without prior notice to the Contractor, notify an actual, alleged or suspected Notifiable Event to:

(a) any Related Entity of the Principal;

(b) any Authority; or

(c) the public.

8. Costs

All costs of compliance with this Schedule 4 are for the Contractor's own account.

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9. Waiver

(a) The Principal's failure or delay to exercise a power or right does not operate as a waiver of that power or right.

(b) The Principal's exercise of a power or right does not preclude either its exercise in the future or the exercise of any other power or right.

(c) A waiver is not effective unless it is in writing and is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.

10. Termination by the Principal

Without limiting the Principal's rights under clause 32 of this document, the Principal may immediately terminate this document by giving written notice to the Contractor if:

(a) the Contractor or any Contractor Related Party or Supply Chain Participants:

(i) breach this clause 10;

(ii) have not complied with Modern Slavery Law reporting requirements or have published information that is not true and correct in relation to the risks of Modern Slavery in its operations or supply chain; or

(iii) breach Modern Slavery Law; or

(b) the Principal has reasonable cause to believe that the Contractor, any Contractor Related Party or any of the Contractor's Supply Chain Participants have:

(i) breached this clause 10;

(ii) not complied with Modern Slavery reporting requirements or has published information that is not true and correct in relation to the risks of Modern Slavery in its operations or supply chain; or

(iii) breached a Modern Slavery Law.

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Schedule 5 – Transition In Plan

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Commissioning and Decommissioning of NSWA/NSW HEALTH Vehicles and Coordination Services

Schedule 5 – Transition In Plan

Schedule 6 – Business Continuity Plan

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Commissioning and Decommissioning of NSWA/NSW HEALTH Vehicles and Coordination Services

Schedule 6 – Business Continuity Plan

Schedule 7 – Contractor Delivery Plan

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Commissioning and Decommissioning of NSWA/NSW HEALTH Vehicles and Coordination Services

Schedule 7 – Contractor Delivery Plan

Schedule 8 – Key People

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Schedule 9 – Key Subcontracts

1. Warning Device Supplier
2. Electrical Control System Supplier
3. Front and rear protection System Supplier
4. Rear Seat Supplier

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