

COMMONWEALTH OF AUSTRALIA

DEPARTMENT OF DEFENCE

REQUEST FOR QUOTATION / SHORT FORM MAINTENANCE SERVICES CONTRACT (INTERNATIONAL)

PROJECT NAME AND NUMBER: *[INSERT]*

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| **Guidance Notes (for the Commonwealth):*****[PLEASE REMOVE THIS BOX PRIOR TO RFQ ISSUE]******TEMPLATE LAST AMENDED: 20 MARCH 2024***This template is not to be used for contracts for minor maintenance works and services which are valued at in excess of $4 million (inclusive of any GST) (above which additional policy / legislative requirements may apply).It is only to be used for Maintenance Services to be provided outside of Australia.Those matters in ***[SQUARE BRACKETS, BOLD, ITALICS AND HIGHLIGHTED IN GREY]*** are to be completed by the Commonwealth before the Request for Quotation is issued. |

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| **Guidance Notes (for the Contractor)**This document serves three purposes:* it is a Request for Quotation (**RFQ**);
* it is a Quotation when completed by the contractor and lodged to the Commonwealth in accordance with the RFQ Conditions set out below; and
* it is a contract when one copy (and subject to any changes it may require prior to acceptance) is signed by the Commonwealth and returned to the successful Contractor.

This document comprises:* these Guidance Notes, the RFQ Conditions and Lodgement Checklist set out below, each of which will not form part of the contract (if any) between the Commonwealth and the successful Contractor;
* the Contract Details. You should complete those matters in **[SQUARE BRACKETS, BOLD AND HIGHLIGHTED IN YELLOW]**;
* the Contract Conditions;
* the signature page and date, where you sign and have your Quotation witnessed and where (if accepted, and subject to any changes it may require prior to acceptance) the Commonwealth signs to accept the Quotation and inserts the date of execution, which will be the date of the contract;
* Attachment 1, which contains additional information to be completed and submitted as part of your Quotation;
* Attachment 2, where your proposed pricing is to be completed and submitted as part of your Quotation; and
* Attachment 3, which contains the Maintenance Services Description.

You should read this document and all attachments thoroughly prior to submitting your Quotation. |

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| **RFQ Conditions:**By submitting a signed Quotation, you agree to the RFQ Conditions as set out below.1. **Lodgement Requirements**

Your Quotation must be:* 1. completed in accordance with the Lodgement Checklist below;
	2. received by no later than ***[INSERT TIME AND DATE, INCLUDING TIME ZONE]* AEST** (**Closing Date and Time**); and
	3. lodged with the Commonwealth as follows:
		1. via email to ***[INSERT EMAIL ADDRESS]****;* and
		2. ***[INSERT FORMAT REQUIREMENTS E.G. ELECTRONIC PDF COPY]***.

***[COMMONWEALTH GUIDANCE NOTE - PLEASE REMOVE GUIDANCE NOTES PRIOR TO RFQ ISSUE.******OPTION 1 SHOULD BE USED (AND OPTION 2 DELETED) UNLESS A QUOTATION IS SOLE SOURCED. WHERE A QUOTATION IS SOLE SOURCED USE OPTION 2 (AND DELETE OPTION 1):******OPTION 1:***1. **Evaluation of** **Quotations**

The Commonwealth is not bound to accept the lowest or any Quotation. Quotations are evaluated on the general criterion of best value for money to the Commonwealth. Subject to the other RFQ Conditions, the Commonwealth will, in considering your Quotation and assessing value for money, apply the following evaluation criteria:* 1. ***[INSERT THE EVALUATION CRITERIA FOR THE REQUEST FOR QUOTATION AS DEFINED IN THE APPROVED EVALUATION PLAN. THIS MUST INCLUDE THE RELEVANT EVALUATION CRITERIA WEIGHTINGS AND/OR ANY RELEVANT IMPORTANCE RANKING THAT IS PLACED ON EACH EVALUATION CRITERIA]***

***OPTION 2:***1. **Assessment of** **Quotation**

The Commonwealth is not bound to accept your Quotation. Your Quotation will be assessed on the general criterion of best value for money to the Commonwealth.***]***1. **General Conditions Applicable to RFQ Process**
	1. You must direct all questions or concerns related to this document, the RFQ process and the Short Form Maintenance Contract (International) to the Commonwealth's representative via email to ***[INSERT EMAIL ADDRESS]*** no later than the Closing Date and Time. The Commonwealth is not obliged to respond to such questions or concerns. The Commonwealth may (in its absolute discretion) provide information or answer questions from contractors in the form of an "information document" or an addendum issued in accordance with paragraph c.
	2. The Commonwealth may (in its absolute discretion) vary, suspend, discontinue or terminate the RFQ process at any time and for any reason. There are no procedural or substantive limitations upon the manner in which the Commonwealth may conduct the RFQ process.
	3. At any time prior to the Closing Date and Time, the Commonwealth may (in its absolute discretion):
		1. amend the RFQ in the form of addenda. No explanation or interpretation of the RFQ may be relied upon unless issued as an addendum; and
		2. provide you with a document expressly stated to be an "information document". Information documents will not form part of the Contract (if any) and you will not be entitled to and shall not rely upon any information documents or the accuracy or adequacy of the information documents for the purposes of preparing your Quotation or entering into any contract with the Commonwealth.

***[COMMONWEALTH GUIDANCE NOTE - PLEASE REMOVE GUIDANCE NOTES PRIOR TO RFQ ISSUE.******OPTION 1 SHOULD BE USED (AND OPTION 2 DELETED) UNLESS A QUOTATION IS SOLE SOURCED. WHERE A QUOTATION IS SOLE SOURCED USE OPTION 2 (AND DELETE OPTION 1):**** 1. After the Closing Date and Time, the Commonwealth may (in its absolute discretion):
		1. decide not to ***[OPTION 1:*** evaluate (or continue to evaluate) / ***OPTION 2:*** assess your Quotation if you have not complied with these RFQ Conditions***]***, or if the Commonwealth considers that the Quotation is incomplete, clearly not competitive ***[OPTION 1:*** against the evaluation criteria under paragraph 2***]*** or is otherwise unlikely to represent value for money;
		2. require you to provide further information, documents, evidence or clarification in relation to any aspect of the Quotation; and
		3. undertake negotiations ***[OPTION 1:*** with one or more preferred contractors who have submitted a Quotation, in accordance with such negotiation protocols**]** as the Commonwealth may require. Such negotiations are not to be taken as a representation that the contract will be awarded to that contractor and does not bind the Commonwealth to do so.***]***
	2. A Quotation will not be deemed to be accepted unless and until both the successful Contractor and the Commonwealth have signed a Quotation. No other document issued or made available, and no other representation made or conduct engaged in, by or on behalf of the Commonwealth will be deemed to be acceptance of a Quotation or to create any contractual or other legal relationship which is binding on the Commonwealth or otherwise oblige the Commonwealth to enter into a contract with a contractor.
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| **Lodgement Checklist:**🞏 Have you completed all matters in **[SQUARE BRACKETS, BOLD AND HIGHLIGHTED IN YELLOW]**?🞏 Have you completed Attachment 1?🞏 Have you completed Attachment 2?🞏 Have you signed the Quotation? |

CONTRACT DETAILS

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| **Commonwealth Details**  | Name  | Commonwealth of Australia represented by the Australian Department of Defence |
| Address | ***[INSERT]*** |
| Phone | ***[INSERT]*** |
| Email  | ***[INSERT]*** |
| Name of representative / contact person | ***[INSERT]*** |
| **Contractor Details** | Name  | **[INSERT]** |
| ABN / ACN (if applicable) | **[INSERT]** |
| Address | **[INSERT]** |
| Phone | **[INSERT]** |
| Email  | **[INSERT]** |
| Name of representative / contact person | **[INSERT]** |
| Builders Registration Licence No (if applicable) | **[INSERT]** |
| **Contract**  | The Contract in respect of the Maintenance Services is formed by the following documents: 1. the Contract Conditions;
2. these Contract Details;
3. Attachment 2 - Fee;
4. Attachment 3 - Maintenance Services Description; and
5. ***[INSERT ANY OTHER DOCUMENTS TO FORM PART OF THE CONTRACT, INCLUDING ANY SPECIAL CONDITIONS]***
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| **Maintenance Services**(Clause 6) | The Maintenance Services are described in Attachment 3 - Maintenance Services Description. |
| **Commencement Date**(Clause 2) | ***[INSERT DATE]*** |
| **End Date**(Clause 2) | ***[INSERT DATE]*** |
| **Extension Period**(Clause 3) | ***[IF APPLICABLE, INSERT EXTENSION PERIOD]*** |
| **Host Nation**(Clause 4) | ***[INSERT HOST COUNTRY]*** |
| **Host Nation's Representative**(Clause 4) | ***[INSERT RELEVANT DEPARTMENT, AGENCY ETC]*** |
| **Site** (Clause 4 and 6) | ***[INSERT SITE]******[INSERT ANY SITE ACCESS REQUIREMENTS]*** |
| **Conditions Precedent to Site Access**(Clause 4) | The Contractor has provided satisfactory evidence to the Commonwealth that it has effected the insurances required under clause 24*.* |
| **Defects Liability Period**(Clause 16) | ***[INSERT RELEVANT DEFECTS PERIOD IF APPLICABLE, E.G., 6 MONTHS AFTER THE COMPLETION OF THE RELEVANT MAINTENANCE SERVICES]***If no period stated, any relevant warranty period applicable to the Maintenance Services. |
| **Statutory Requirements**(Clause 12) | Any law, code of practice, standard or equivalent applicable to the Site or the Maintenance Services, and any approval or requirement of a national, state or local authority, body or organisation having jurisdiction in connection with the Contract, the Site or the Maintenance Services. |
| **Reactive Maintenance Approval Threshold**(Clause 6) | ***[INSERT THRESHOLD AMOUNT]*** |
| **Fee**(Clause 20)  | As set out in Attachment 2. |
| **Times for submission of payment claims by the Contractor**(Clause 20) | ***[COMMONWEALTH TO INSERT E.G. MONTHLY ON THE LAST DAY OF THE MONTH OR OTHER FREQUENCY AGREED BY THE PARTIES / ON COMPLETION OF THE MAINTENANCE SERVICES]*** |
| **Approved Security**(Clause 22) | Clause 21 ***[DOES / DOES NOT]*** apply.***[INSERT FORM AND AMOUNT OF APPROVED SECURITY AND INTEREST RATE UNDER CLAUSE 22(d)(i)]***  |
| **Commonwealth Risks**(Clause 23) | Any one of:1. war, invasion, terrorism, act of foreign enemies hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped powers, martial law or confiscation by order of any government or public authority;
2. ionising radiations or contaminations by radioactivity from any nuclear fuel or waste;
3. a natural catastrophe comprising an earthquake, hurricane, cyclone, typhoon, tsunami, volcanic activity, flood or fire; or
4. loss or damage to the Maintenance Services caused by faulty design carried out by persons other than the Contractor (or persons for whom the Contractor is responsible).
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| **Contractor Insurance Requirements**(Clause 24) | Public liability insurance: A policy of liability insurance covering the:1. Contractor and all subcontractors for their respective liabilities; and
2. Commonwealth for all legal liabilities arising out of or in connection with any act, error, omission, negligence or breach of contract by the Contractor (or any subcontractor),

to third parties and to each other, for loss of, loss of use of or damage to property and death of or injury to any person, arising out of or in connection with the Maintenance Services.This policy is not required to cover liabilities or losses under Construction Risks Insurance, Workers Compensation Insurance or Employers’ Liability Insurance (as defined below). | ***[IF THE COMMONWEALTH WISHES TO SPECIFY THE AMOUNT OF INSURANCE THE CONTRACTOR IS REQUIRED TO HOLD, INSERT:*** ***$[COMMONWEALTH TO INSERT AMOUNT] each and every public liability occurrence.]******[IF THE COMMONWEALTH REQUIRES THE CONTRACTOR TO SPECIFY THE AMOUNT OF INSURANCE HELD BY THE CONTRACTOR, INSERT:*** **$[CONTRACTOR TO INSERT]** ***each and every public liability occurrence.]*** |
| Construction Risks Insurance: A policy of insurance covering the respective rights, interests and liabilities of the Commonwealth, the Contractor and all subcontractors arising out of or in connection with the works in progress and insuring at minimum all the things referred to in clause 23 for which the Contractor bears the risk of loss or damage.  | **❑ YES ❑ NO****[*Amount of Cover:* $[CONTRACTOR TO INSERT] (*the Contract Price if no amount is specified*)]** |
| Workers Compensation Insurance: A policy of insurance prescribed by statute in each jurisdiction in which the Maintenance Services are performed or the Contractor's employees perform work, are employed or normally reside to insure against or make provision for the liability of the Contractor to its employees for death or injuries arising out of or in connection with their employment. | Amount of cover: the minimum amounts prescribed by statute in each jurisdiction in which the Maintenance Services are performed or the Contractor's employees perform work, are employed or normally reside. |
| Employers' Liability Insurance (whether as an extension to Workers Compensation Insurance or otherwise): A policy of insurance covering the liability of the Contractor to its employees at common law for death or injuries arising out of or in connection with their employment.  | Amount of cover: the amount that a prudent, competent and experienced contractor carrying out the Maintenance Services would purchase which must not be less than **[CONTRACTOR TO INSERT]** |

CONTRACT CONDITIONS

1. **Entire Contract:** An entire contract exists between the Commonwealth and the Contractor comprising these Contract Conditions and any other documents set out in the Contract Details. Unless the context otherwise indicates, a defined term used in these Contract Conditions has the meaning given by the corresponding item set out in the Contract Details.
2. **Term:**

The Contract commences on the Commencement Date and ends on the End Date, unless:

* + 1. terminated earlier in accordance with the Contract; or
		2. the Commonwealth extends the Contract in accordance with clause 3.
1. **Extension Period:**
	* 1. The Commonwealth, in its absolute discretion, may elect to extend the Contract for one or more periods which do not, individually or in the aggregate, exceed the Extension Period stated in the Contract Details by providing written notification to the Contractor of the extension period at least 20 business days prior to the End Date.
		2. If the Commonwealth does not elect to extend the Contract in accordance with paragraph (a), the parties may otherwise extend the Contract for a specified period by written agreement.
2. **Site Access**:
	* 1. The Commonwealth and the Contractor must liaise with appropriate personnel from the Host Nation and the Host Nation's Representative to confirm all access requirements to ensure that the Contractor is provided sufficient access to the Site, including facilitating any requirements of the Host Nation and the Host Nation's Representative to allow it to commence work on the Site on the later of:
			1. the Commencement Date; and
			2. satisfaction by the Contractor of the Conditions Precedent to Site Access,

and thereafter, subject to any other provision of the Contract affecting access, the Commonwealth must continue to allow the Contractor sufficient access to the Site to enable it to carry out the Maintenance Services.

* + 1. Without limiting any other provision of the Contract regarding Site access, the Contractor is granted reasonable access to the Site, to the extent necessary to execute and complete the Maintenance Services (and subject to the directions of the Commonwealth) and must carefully co-ordinate its activities with those of the Commonwealth and others engaged at or in the vicinity of the Site by the Commonwealth. The Contractor must give the Commonwealth reasonable access to the Site for the purposes of supervision, testing and examination of the Maintenance Services.
		2. The Contractor must, and must ensure all personnel engaged in connection with the Maintenance Services (including subcontractor personnel) comply with the requirements for Site access applicable to the Site (including any changes to Site access requirements) set out in the Contract or notified in writing by the Commonwealth.
		3. The Commonwealth may (in its absolute discretion) direct the Contractor to remove any employee, subcontractor or subconsultant from the Site. The Contractor must immediately comply with such direction and ensure that person is not again involved in connection with the Maintenance Services.
		4. The Contractor must, and must ensure that its subcontractors and subconsultants, observe all security and other requirements at the Site which are notified to it from time to time by the Commonwealth or the Host Nation's Representative.
1. **Commencement:** The Contractor must commence the performance of the Maintenance Services on the Site upon being given access under clause 4 by the Commencement Date specified in the Contract Details.

***[COMMONWEALTH GUIDANCE NOTE - PLEASE REMOVE GUIDANCE NOTES PRIOR TO RFQ ISSUE.***

***THE FOLLOWING CLAUSE HAS BEEN DRAFTED ON THE BASIS THAT THE DEFAULT SCOPE OF MAINTENANCE SERVICES INCLUDES PLANNED PREVENTATIVE MAINTENANCE IN ACCORDANCE WITH A PPM SCHEDULE AND/OR REACTIVE MAINTENANCE IN ACCORDANCE WITH SERVICE REQUESTS - IF A DIFFERENT SCOPE OF WORK OR METHOD OF INSTRUCTION IS REQUIRED, PARAGRAPH (a)(i) CAN BE REPLACED WITH:***

***THE CONTRACTOR MUST PERFORM THE SERVICES AT THE SITE AND IN ACCORDANCE WITH THE TIMING DETAILS SPECIFIED IN THE CONTRACT DETAILS. ]***

1. **Maintenance** **Services:**
	* 1. The Contractor must:
			1. perform the Maintenance Services in accordance with:
				1. the Maintenance Services Description set out in Attachment 3, including:

any Planned Preventative Maintenance (PPM) Schedule set out in Attachment 3; and

any Service Request issued to the Contractor to perform any Reactive Maintenance;

* + - * 1. any timing requirements set out in:

any Planned Preventative Maintenance (PPM) Schedule set out in Attachment 3 for the Completion of any Planned Preventative Maintenance (or PPM); and

any Service Request issued to the Contractor to perform any Reactive Maintenance; and

* + - 1. use workmanship and materials which are fit for purpose and of the standard prescribed by the Contract (or, if not prescribed, of a high standard consistent with best industry practice);
			2. perform the Maintenance Services:
				1. using appropriately qualified, skilled and experienced personnel;
				2. in a timely manner;
				3. in accordance with any direction of the Commonwealth and the other requirements of the Contract; and
				4. to the extent not inconsistent with the Contract, in accordance with its methodology as set out in Attachment 1;
			3. not perform any Reactive Maintenance for which the costs will exceed any applicable Reactive Maintenance Approval Threshold unless the Contractor obtains the prior written approval of the Contractor Administrator to perform the Reactive Maintenance.
		1. For the purposes of this Contract:
			1. **Planned Preventative Maintenance** means the part of the Maintenance Services described as Planned Preventative Maintenance (or PPM) in Attachment 3, being the planned and scheduled maintenance activities required to maintain the assets or equipment at the Site in an operational condition, to be performed in accordance with any Planned Preventative Maintenance (PPM) Schedule set out in Attachment 3;
			2. **Reactive Maintenance** means any unplanned and unscheduled maintenance activities, repairs or rectification work in respect of any part of any assets or equipment at the Site required to ensure the assets or equipment are reinstated to an operational condition:
				1. as identified by the Contractor during the course of performing any Planned Preventative Maintenance; or
				2. in response to a Services Request issued by or on behalf of the Commonwealth to the Contractor;
			3. **Services Request** means a written notice issued by or on behalf of the Commonwealth directing the Contractor to carry out Reactive Maintenance at the Site which states:
				1. the asset or equipment requiring Reactive Maintenance;
				2. the date and time that the Reactive Maintenance must be completed; and
				3. any other information the Commonwealth considers relevant.
1. **Subcontracting:** The Contractor must not subcontract any part of the Maintenance Services without the Commonwealth's prior written approval. If approval to subcontract is given, the Contractor remains fully responsible for the Maintenance Services notwithstanding that it has subcontracted the performance of any part of the Maintenance Services. For the purposes of this clause 7, the subcontractors (if any) listed in Attachment 1 are taken to be approved by the Commonwealth. The Contractor must ensure all subcontracts include provisions equivalent to the obligations of the Contractor in clause 13.
2. **Contractor's Methodology:** Without limiting its other Contract obligations, and to the extent not inconsistent with the Contract,the Contractor must comply with its methodology, as set out in Attachment 1.
3. **Meetings and Reports:** The Contractor must provide such reports, and attend and participate in such meetings, as specified in the Contract and otherwise as reasonably required by the Commonwealth.
4. **Project Documents:** The Contractor must maintain copies of all material produced or provided by the Contractor under the Contract until the end of the 12 month period after the end of the contract term (as determined in accordance with clauses 2 and 3), and promptly provide the Commonwealth with any copies on request prior to the end of the 12 month period after the end of the contract term.
5. **Ambiguities:** If a party finds any discrepancy, error or ambiguity in or between the documents comprising the Contract, it must promptly give the other party notice in writing, and the Commonwealth will instruct the Contractor as to the course it must adopt.
6. **Statutory Requirements:** The Contractor must carry out the Maintenance Services and its obligations under this Contract in accordance with all Statutory Requirements.
7. **Work Health and Safety Management:**

The Contractor must:

* + 1. in delivering the Maintenance Services and the Contractor's activities, comply with its work health and safety methodology as set out at Attachment 1 and regularly review and update the methodology as necessary, whilst delivering the Maintenance Services;
		2. ensure, so far is reasonably practicable, the health and safety of workers and any other persons impacted, influenced or directed by the Contractor in delivering the Maintenance Services;
		3. ensure that in carrying out the Maintenance Services, it so far as reasonably practicable:
			1. complies with all laws, policies, manufacturer's instructions and other requirements, including those:
				1. specified in the Contract;
				2. the Commonwealth directs the Contractor comply with; and
				3. applicable in the country and at the location where the Maintenance Services are being carried out,

in respect of work health and safety;

* + - 1. consults, cooperates and coordinates activities with the Commonwealth, its subcontractors, other contractors engaged by the Contractor and any other persons who have a responsibility or duty to ensure the health and safety of workers or other persons;
			2. notifies the relevant regulator immediately upon becoming aware that a notifiable incident (within the meaning of the WHS Legislation) has occurred arising from the carrying out of the Maintenance Services and the Contractor's activities; and
			3. without limiting the foregoing, adopts a proactive commitment to the resourcing, quality and delivery of on Site first aid and emergency life support for all persons engaged in, or affected by, the carrying out of the Maintenance Services, including in respect of the training and accreditation of on Site personnel and the provision of appropriate and adequate first aid equipment and facilities;
		1. notify the Commonwealth:
			1. in respect of notifiable incidents within the meaning of the WHS Legislation, immediately upon becoming aware of the notifiable incident; and
			2. in respect of all other work health and safety matters arising out of or in connection with the Maintenance Services, including the occurrence of any other incident or accident (not required to be reported in accordance with subparagraph (i)) in its monthly report under paragraph (f);
		2. upon request, promptly provide to the Commonwealth all information and documentation regarding work health and safety applicable to the Contract, the Maintenance Services and the delivery of the Contractor's activities;
		3. provide a monthly written report regarding its and its subcontractors ongoing compliance with the work health and safety obligations under this Contract and any applicable Statutory Requirements in a format specified by the Commonwealth and provide the written assurances to the Commonwealth;
		4. not use asbestos (or materials containing asbestos) in carrying out the Maintenance Services and not install or incorporate asbestos (or materials containing asbestos) into the Maintenance Services; and
		5. ensure all subcontractors comply at all times with the Contractor's work health and safety methodology as set out in Attachment 1.

In this clause 13, **WHS Legislation** means the *Work Health and Safety Act* *2011* (Cth) and *Work Health and Safety Regulations* *2011* (Cth).

1. **Variations:**
	* 1. The Commonwealth may, by written notice to the Contractor, direct the Contractor to carry out a Variation. If such a direction is given, the Commonwealth will adjust the Fee by an amount agreed between the parties (or failing agreement, determined by the Commonwealth acting reasonably).
		2. In this clause 14, a **Variation** means any change to the Maintenance Services including any addition, increase, decrease, omission, deletion, demolition or removal to or from the Maintenance Services.
2. **Testing:** The Contractor must allow the Commonwealth to test, and must carry out at its cost any test required by the Commonwealth in respect of, any aspect of the Maintenance Services.
3. **Rectification of Defects:**
	* 1. If, before the End Date, or if the Contract has been extended in accordance with clause 3 the expiry of the period of extension period, or within any relevant Defects Liability Period after Completion of any Maintenance Services, the Commonwealth discovers any Defect in the assets or equipment the subject of the Maintenance Services, or any aspect of the Maintenance Services which is not in conformance with a Service Request, any Planned Preventative Maintenance (PPM) Schedule or the Contract; or is otherwise Defective, the Commonwealth may direct the Contractor to rectify that Defect and specify the time in which that must occur (in which case the Contractor must carry out such rectification at its cost) or that the Commonwealth will accept the Defect (in which case the amount determined by the Commonwealth as representing the cost of correcting the Defect will be a debt due and payable on demand by the Contractor to the Commonwealth).
		2. For the purposes of this Contract, **Defect** includes an error, omission, shrinkage, blemish in appearance, equipment failure or other fault in the Maintenance Services or which affects the Maintenance Services, including work not done which results from a failure of the Contractor to comply with the Contract. Defect includes a Defect in the asset, material, equipment or a Maintenance Service covered by a warranty that occurs during the warranty period.
4. **Completion:**
	* 1. The Contractor must:
			1. perform the Maintenance Services regularly and diligently and in a timely manner in accordance with the Contract and any directions issued by the Commonwealth;
			2. Complete:
				1. any Planned Preventative Maintenance on the specified assets or equipment in accordance with any Planned Preventative Maintenance (**PPM**) Schedule set out in Attachment 3 or as otherwise directed by the Commonwealth; and
				2. any Reactive Maintenance by the times and dates specified in the relevant Services Request relating to the asset issued by the Commonwealth;
			3. immediately notify the Commonwealth if it considers that it will be unable to Complete any Planned Preventative Maintenance (or **PPM**) in accordance with the Planned Preventative Maintenance Schedule; and
			4. immediately notify the Commonwealth when the Reactive Maintenance has been completed.
		2. For the purposes of this Contract, **Complete, Completing** or **Completion** means the stage when a Service has been completed in accordance with the Contract and:
			1. the Maintenance Service is free from omissions or Defects;
			2. the asset or equipment to which the Maintenance Service relates to is capable for use for its intended purpose; and
			3. inspections, as-built drawings, approvals, consents from statutory authorities, certificates required for the occupation, use and maintenance certifications, warranty details and other requirements of the Contract have been completed.
5. **Delay:**
	* 1. If the Contractor becomes aware of any occurrence that is likely to delay it in carrying out any Maintenance Services it must, as soon as practicable, and in any event within 5 days of becoming aware, inform the Commonwealth in writing of the occurrence and the likely delay.
		2. If the Contractor has been delayed in carrying out any Maintenance Services by an Act of Prevention or Force Majeure in a manner which has delayed, or is likely to delay, the Contractor in achieving Completion of those Maintenance Services:
			1. the Contractor may submit a claim to the Commonwealth for an extension to the relevant timing requirements referred to in clause 6(a)(i)B (each a **Time or Date for Completion**) for those Maintenance Services; and
			2. the relevant Time or Date for Completion will be extended by a reasonable period determined by the Commonwealth and notified to the Commonwealth and the Contractor.
		3. In determining a reasonable period under paragraph (b), the Commonwealth must not include any period of delay in respect of which the Contractor:
			1. contributed to the delay; or
			2. failed to take all steps necessary both to preclude the cause of the delay and to avoid or minimise the extent of the delay.
		4. The Contractor will not be entitled to make (nor will the Commonwealth be liable upon) any Claim arising out of or in connection with any delay in the carrying out of the Services, other than under subparagraph (b)(i).
		5. For the purposes of this clause 18:
			1. **Act of Prevention** means any one of:
				1. a breach of the Contract by the Commonwealth;
				2. any other act or omission of the Commonwealth, or an other contractor engaged by the Commonwealth; or
				3. a Variation the subject of a direction by the Commonwealth,

but excluding any act or omission of the Commonwealth or an other contractor engaged by the Commonwealth in accordance with or otherwise permitted by the Contract.

* + - 1. **Force Majeure** means the occurrence of a Commonwealth Risk provided that it is an event or circumstance:
				1. which is beyond a party's control;
				2. which such party could not reasonably have provided against before entering into the Contract;
				3. which, having arisen, such party could not reasonably have avoided or overcome;
				4. which is not substantially attributable to the other party; and
				5. of which such party did not have, or which a prudent contractor acting reasonably in the circumstances could not have been expected to have, knowledge prior to the submission of the Contractor's Quotation.
1. **Suspension:** The Commonwealth may at any time direct the Contractor to suspend (or recommence) the performance of the Maintenance Services. Where the suspension arises as a result of a cause other than the Contractor's failure to carry out its obligations in accordance with the Contract then the Contractor will be entitled to have the Fee increased by the extra costs reasonably incurred by the Contractor as a result of the suspension.
2. **Payment:**
	* 1. Subject to paragraph (c), the Contractor must give the Commonwealth written claims for payment (to the person and address specified in with the Contract Details) on account of the Fee (as adjusted under the Contract) at the times set out in the Contract Details in the form of an invoice. Such invoice must include sufficient details and supporting documentation (including any information the Commonwealth may request be included from time to time) to enable the Commonwealth to determine the amounts payable.
		2. Within 20 business days of receiving the Contractor's invoice, the Commonwealth will pay the amounts to the Contractor that the Commonwealth determines are payable in accordance with the Contract.
		3. The Contractor must ensure that any claims for payment for any Reactive Maintenance for which approval is required under clause 6(a)(iv) are itemised and invoiced separately.
3. **Replacement Maintenance** **Services:** If the Contractor fails to provide the Maintenance Services in accordance with the Contract, the Contractor shall, at its cost, re-perform the non-complying Maintenance Services, provide replacement Maintenance Services or otherwise take any action to rectify any aspect of the Maintenance Services which do not comply with the Contract, as directed by the Commonwealth.
4. **Security:**
	* 1. The Contractor must provide security to the Commonwealth:
			1. in the form of Approved Security;
			2. in the amounts specified in the Contract Details; and
			3. within 14 days before the Commencement Date, or such other time as is agreed with the Commonwealth.
		2. Subject to any other rights or remedies of the Commonwealth under the Contract or otherwise at law or in equity, the Commonwealth must within the later of:
			1. 90 days after the expiry of the term of the Contract; and
			2. the Contractor having complied with all of its obligations under the Contract, except for minor breaches of contract which cannot be rectified and which the Commonwealth considers do not require rectification,
		3. release the security held under clause 22.The Commonwealth:
			1. is not obliged to pay the Contractor interest on:
				1. the Approved Security; or
				2. subject to paragraph (d), the proceeds of the Approved Security if it is converted into cash; and
			2. does not hold the proceeds or money referred to in subparagraph (i) on trust for the Contractor.
		4. If the Commonwealth makes a call upon any security held under clause 22 and obtains cash as a consequence:
			1. the Commonwealth will pay simple interest, at the rate specified in the Contract Details, on the amount of any cash obtained in excess of the sum to which the Commonwealth is entitled at the time of such call; and
			2. the sum attracting interest pursuant to subparagraph (i) will be further reduced by any unsatisfied amounts which subsequently become payable (whether as a debt, by way of damages or otherwise) by the Contractor to the Commonwealth at the time such amounts become payable.
		5. For the purposes of this clause 22 **Approved Security** means an unconditional undertaking (duly stamped) in the form:
			1. set out in the Contract Details; or
			2. required by the Commonwealth,

and otherwise on terms and given by a financial institution approved by the Commonwealth.

1. **Risk:** Except the extent that it arises from a Commonwealth Risk,the Contractor:
	* 1. bears the risk of any loss or damage to the Site, the assets the equipment, the property of the Commonwealth or any third party arising from or connected with the Contractor's delivery of the Maintenance Services;
		2. after Completion of any Maintenance Services, bears the risk of any loss or damage arising prior to the end of any relevant Defects Liability Period from any act or omission of the Contractor prior to the end of any relevant Defects Liability Period which results in the Maintenance Services not being performed in accordance with the Contract; and
		3. indemnifies the Commonwealth against any loss or damage to the property of the Commonwealth or any third party (including the assets and equipment and existing property in, about or adjacent to where the Maintenance Services are delivered, whether on the Site or not) and against any liability, loss, claim or proceedings for personal injury or death or loss of or damage to persons or property arising out of any act or omission of the Contractor, provided that such indemnity will be reduced to the extent that an act or omission of the Commonwealth (or persons for whom the Commonwealth is responsible) contributed to the loss or damage.
2. **Insurance**: Before commencing performance of the Maintenance Services, the Contractor must have in place, and thereafter maintain, the insurances required under the Contract Details, with insurers and on terms (including as to the amount insured) satisfactory to the Commonwealth.
3. **General Liability for Taxes:**
	* 1. As between the Commonwealth and the Contractor, the Contractor bears the risk of, and must pay, all Taxes incurred or imposed in connection with the Maintenance Services and the Contract.
		2. The Contractor must indemnify the Commonwealth against any loss, damage or liability arising out of or in connection with Taxes which Contractor is required to pay under this clause 25.
		3. In this clause 25, **Tax** or **Taxes** means any present or future tax, levy, impost, duty, rate, charge, fee, deduction or withholding of any nature, imposed or levied by any authority, together with any interest, penalty, charge, fee or other amount imposed or made on, or in respect of, any of the foregoing.
4. **Industrial Relations:** The Contractor assumes sole responsibility for and must manage all industrial relations and employment matters (including management of its employees) in connection with the Contract and the carrying out of the Maintenance Services.
5. **Personal Information:**
	* 1. The Contractor agrees that if it obtains Personal Information in the course of performing the Maintenance Services, it will only use or disclose that Personal Information for the purposes of the Contract.
		2. The Contractor shall promptly notify the Commonwealth in writing if it:
			1. becomes aware of a breach or possible breach of any of the obligations in this clause 27; or
			2. becomes aware that a disclosure of Personal Information may be required by law.
		3. The Contractor must ensure that its officers, employees, agents and subcontractors comply with this clause 27.
		4. In this clause 27, **Personal Information** means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably by ascertained, from the information or opinion.
6. **Confidential Information:**
	* 1. The Contractor must not disclose any Commonwealth Confidential Information to any third party without the prior written consent of the Commonwealth. The Contractor will not be in breach of this clause in circumstances where it is required by law to disclose any Commonwealth Confidential Information.
		2. In this clause 28, **Commonwealth Confidential Information** means any information provided by the Commonwealth to the Contractor or which comes into the possession of the Contractor in connection with the Maintenance Services which the Commonwealth has identified as confidential or the Contractor ought reasonably to know is confidential.
7. **Classified Information:**
	* 1. This clause 29 applies where the Contractor is provided with Classified Information in connection with the Contract.
		2. The Contractor must not disclose any Classified Information unless the disclosure:
			1. is strictly in accordance with the requirements of the Commonwealth; and
			2. has first been approved in writing by the Commonwealth.
		3. In giving any approval to the Contractor under paragraph (b), the Commonwealth may impose such conditions as the Commonwealth thinks fit, including conditions requiring any recipient of Classified Information to obtain and maintain a specified minimum level of security clearance (or equivalent) and to enter into a deed in a form acceptable to the Commonwealth.
		4. The Contractor must comply with all security policies and procedures notified by the Commonwealth from time to time, including to handle and store any Classified Information in its possession or control strictly in accordance with such policies and procedures.
		5. In this clause 29, **Classified Information** includes any document or other information (whether in written, oral or electronic form) issued or communicated to the Contractor by or on behalf of the Commonwealth:
			1. marked with a national security classification or identified at the time of issue or communication as "Classified Information" or an equivalent (including restricted, protected or secret information); and
			2. that the Contractor knows or ought to know is subject to, or ought to be treated as classified information.
8. **Fraud Control, Anti-Bribery and Corruption:**
	* 1. Without limiting the Contractor's other obligations, the Contractor must:
			1. proactively take all necessary measures to prevent, detect and investigate any fraud, bribery and corruption in connection with the Contract or the performance of the Maintenance Services (including all measures directed by the Commonwealth); and
			2. proactively take all necessary corrective action to mitigate any loss or damage to the Commonwealth resulting from fraud, bribery or corruption to the extent that the fraud, bribery or corruption was caused or contributed to by the Contractor or any of its officers, employees, consultants, subcontractors or agents and put the Commonwealth in the position it would have been in if the fraud, bribery or corruption had not occurred (including all corrective action directed by the Commonwealth).
		2. If the Contractor knows or suspects that any fraud, bribery or corruption is occurring or has occurred it must:
			1. immediately provide a detailed written notice to the Commonwealth including details of the known or suspected fraud, bribery or corruption and the proactive measures and corrective action the Contractor will take under paragraph (a); and
			2. thereafter provide such further information and assistance as the Commonwealth, or any person authorised by the Commonwealth, requires in relation to the known or suspected fraud, bribery or corruption.
9. **Modern Slavery:**
	* 1. The Contractor:
			1. must not, and must use all reasonable endeavours to ensure that its officers, employees, agents and subcontractors do not:
			2. engage in any conduct that would constitute Modern Slavery; and
			3. do anything to put the Contractor or the Commonwealth in breach of any Modern Slavery Law;
			4. must comply, and must use all reasonable endeavours to ensure that its officers, employees, agents and subcontractors at all times comply with all Modern Slavery Laws;
			5. if the Contractor knows or suspects that any Modern Slavery practices are occurring or have occurred in connection with this Contract, must immediately provide a detailed written notice to the Commonwealth; and
			6. must undertake appropriate remediation actions to address any breaches, issues or failures arising in connection with this clause 31 at the Contractor’s own cost and in accordance with any directions of, or standards required by, the Commonwealth.
		2. For the purposes of this Contract:
			1. **Modern Slavery** means conduct defined as “modern slavery” in the Modern Slavery Act.
			2. **Modern Slavery Act** means the *Modern Slavery Act 2018* (Cth).
			3. **Modern Slavery Laws** means:
				1. any Statutory Requirements related to Modern Slavery, including the Modern Slavery Act;
				2. Division 270 or 271 of the *Criminal Code Act 1995* (Cth);
				3. Article 3 of the Protocol to Prevent, Suppress and Punish Trafficking in Persons, Especially Women and Children, supplementing the United Nations Convention against Transnational Organized Crime, done at New York on 15 November 2000 ([2005] ATS 27); and
				4. Article 3 of the ILO Convention (No. 182) concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour, done at Geneva on 17 June 1999 ([2007] ATS 38).
10. **Default:**
	* 1. If the Contractor fails to comply with any of its obligations under the Contract, then the Commonwealth may notify the Contractor in writing and require the Contractor to remedy the failure or breach within 7 days (or such longer period as the Commonwealth may specify) of receiving the notice.
		2. If the Contractor:
			1. does not remedy a failure or breach within the time required under paragraph (a); or
			2. is unable to pay its debts as and when they fall due, is wound up or declared insolvent,

the Commonwealth may by written notice to the Contractor immediately terminate the Contract and the Contractor will not have any right to further payment under the Contract and the Commonwealth will be entitled to recover from the Contractor any costs, losses or damages suffered or incurred by it as a result of, arising out of or in connection with such termination.

1. **Termination for Convenience:**
	* 1. The Commonwealth may at any time, for its sole convenience and for any reason, terminate the Contract by notifying the Contractor in writing with effect from the date specified in the notice.
		2. If the Commonwealth issues such a notice in accordance with paragraph (a):
			1. the Contractor will be entitled to payment for Maintenance Services carried out or completed in accordance with the Contract before the date of the termination and the cost of goods or materials reasonably ordered by the Contractor which the Contractor is legally bound to pay (provided that title in the goods and materials will vest in the Commonwealth upon payment);
			2. the amount payable under paragraph (i) will be a limitation on the Commonwealth's liability to the Contractor arising out of the termination of the Contract under this clause 33; and
			3. the Commonwealth may thereafter (at its absolute discretion) perform the Maintenance Services either itself or by engaging another contractor.
2. **Disputes:** If a dispute arises at any time, the party raising the dispute is to notify the other party in writing of the nature of the dispute.Within 21 days, the Contractor and the Commonwealth must meet and use their best endeavours to resolve the dispute.
3. **Governing Law:** The Contract is subject to and is to be construed in accordance with the laws of New South Wales and the parties submit to the exclusive jurisdiction of the courts of New South Wales and courts with jurisdiction to hear appeals from those courts.
4. **Miscellaneous:**
	* 1. The Contractor shall not assign any of its rights under the Contract without the prior written consent of the Commonwealth.
		2. Where a party comprises two or more persons, each person will be jointly and severally bound by the party's obligations under the Contract.
		3. In the Contract, unless the context otherwise indicates:
			1. references to a person include an individual, firm, corporation or unincorporated body;
			2. references to any legislation or to any section or provision of any legislation include any statutory modification, substitution or re-enactment of, and any ordinances, by-laws, regulations and other statutory instruments issued under, that legislation, section or provision;
			3. references to the words "including" and "includes", and any variants of those words, will be read as if followed by the words "without limitation"; and
			4. references to any party to the Contract include its successors or permitted assigns.
5. **Notices:** Noticesgiven under or arising in connection with this Contract must be in writing and delivered to the relevant email address specified in the Contract Details or last notified in writing to the party giving the notice.

SIGNATURE PAGE AND DATE

In signing this document, the Contractor submits its Quotation for the carrying out of the Maintenance Services in accordance with the RFQ Conditions and acknowledges, subject to any changes the Commonwealth may require prior to acceptance, such Quotation may be accepted by the Commonwealth executing where indicated below and returning a copy to the Contractor:

|  |  |  |  |
| --- | --- | --- | --- |
| **Signed** for and on behalf of the **Contractor** by its authorised signatory in the presence of: |  |  |  |
|  |  |  |  |
| Signature of Witness |  |  | Signature of Authorised Signatory |
|  |  |  |  |
| Name of Witness in full |  |  | Name of Authorised Signatory in full |

|  |  |  |  |
| --- | --- | --- | --- |
| **Signed** for and on behalf of the**Commonwealth** in the presence of: |  |  |  |
|  |  |  |  |
| Signature of Witness |  |  | Signature of Authorised Officer |
|  |  |  |  |
| Name of Witness in full |  |  | Name of Authorised Officer in full |

**DATE OF EXECUTION BY COMMONWEALTH:**

ATTACHMENT 1 - CONTRACTOR'S RESOURCES AND METHODOLOGY

|  |  |
| --- | --- |
| **Item** | **Response** |
| **Proposed Key People and Subcontractors:** You are requested to provide details of the key people and subcontractors that will undertake the Maintenance Services. | **Key People:****[INSERT EACH PERSON'S NAME, POSITION, RELEVANT QUALIFICATIONS AND PROPOSED ROLE IN THE MAINTENANCE SERVICES]****Subcontractors:****[INSERT EACH SUBCONTRACTOR'S COMPANY NAME, LICENCE/REGISTRATION DETAILS (IF APPLICABLE), AND PROPOSED ROLE IN THE MAINTENANCE SERVICES]** |
| **Methodology:** You are requested to provide:* + 1. a brief narrative setting out your understanding of the nature and scope of the Maintenance Services including addressing:
			1. the delivery of Reactive and PPM Maintenance Services;
			2. the logistics support requirements as well as identifying potential logistics issues and solutions to these problems;
			3. procedures for Site access, ensuring security measures are in place, vehicle and traffic management, noise management and Site office requirements; and
			4. your proposed approach to working hours and staff accommodation;
		2. details of how you will achieve the time, budget and workmanship requirements of the Maintenance Services;
		3. your proposed approach to environmental management and protection and work health and safety management, including addressing your approach to:
			1. ensuring the safety of workers and other persons whilst the Maintenance Services are delivered at the Site;
			2. ensuring compliance with the Contractor's work health and safety obligations under the Contract and any applicable Statutory Requirements, including:
				1. regular reporting regarding work health and safety to the Commonwealth;
				2. consultation, co-operation and co-ordination with the Commonwealth, subcontractors and other persons;
				3. resourcing, quality and delivery of on Site first aid and emergency life support;
				4. provision of monthly written reports to the Commonwealth in accordance with clause 13(f); and
				5. reporting notifiable incidents to the Commonwealth immediately upon becoming aware of their occurrence;
			3. risk identification, management and mitigation strategies (including control measures) in the context of ensuring work health and safety;
			4. waste management (and waste water runoff) and debris control at the Site;
			5. managing any dangerous or prohibited substances, material or goods at the Site (including spills); and
			6. heritage and artefacts discovered at the Site.
		4. your approach to commissioning and handover; and
		5. your understanding of, and approach to, minimising the risks of Modern Slavery, fraud, bribery and corruption in connection with the Maintenance Services.
 | **[INSERT]** |

ATTACHMENT 2 - FEE

* + 1. The Fee comprises, subject to paragraph (c):
			1. the price for the performance of all of the Contractor's obligations under the Contract other than the performance of the Planned Preventative Maintenance Services and the performance of the Reactive Maintenance Services (**Management Services**) as set out in Table 1 below;
			2. milestone payments specified for Planned Preventative Maintenance Services (**PPM**) as set out in Table 2 below;
			3. costs of Reactive Maintenance Services based on the Schedule of Rates for Reactive Maintenance as set out in Table 3 below,

set out in this Attachment 2 and adjusted in accordance with the Contract.

* + 1. The Contractor and the Commonwealth acknowledge and agree that the breakdown of the Fee set out below:
			1. is solely for the purpose of assisting in administration of the Contract, including determining the applicable currencies for any payment of, or adjustment to, the Fee under the Contract; and
			2. will not limit or affect the scope of the Contractor's activities, the Maintenance Services or the Contract.
		2. The Contractor and the Commonwealth acknowledge and agree that no margin or profit or other overhead or charge is permitted to be added by the Contractor to the rates and materials costs charged by subcontractors for the Maintenance Services (as passed on to the Commonwealth as Reimbursable Costs), the management of which, by the Contractor, is deemed to be included in the Fee for Management Services set out in Table 1 below and the PPM Management Services set out in Table 2 (noting the Fee for Planned Maintenance and Reimbursable Costs set out in Table 2 and the schedule of rates set out Table 3 to this Attachment 2 are inclusive of subcontractor profit and margin).

**Table 1: Management Services**

|  |  |  |  |
| --- | --- | --- | --- |
| **Item** | **Description** | **FTE Allocation****Per Month** | **Price AUD$** |
| **1.** | ***[INSERT ALL LABOUR ROLES BELOW (WITH ADDITIONAL ROWS AS REQUIRED)]*** | **%** | **[INSERT]** |
| **2.** | ***[INSERT ALL AMOUNTS REFERABLE TO OTHER MANAGEMENT COSTS, INCLUDING OVERHEADS AND PROFIT]*** | **N/A** | **[INSERT]** |

**Table 2: Planned Preventative Maintenance (PPM) [CONTRACTOR TO INSERT IN TABLE BELOW]**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Service [Discipline]** | **Description** | **Key Activities** | **Comments and Reference** | ***[INSERT MILESTONE]*****AUD$** | ***[INSERT MILESTONE]*****AUD$** | ***[INSERT MILESTONE]*****AUD$** | ***[INSERT MILESTONE]*****AUD$** | **AUD$ Total (excl GST)** |
| **Planned Maintenance**  |  |  |  |  |  |  |  |  |
| **PPM Management Services** |  |  |  |  |  |  |  |  |
| **Reimbursable Cost** |  |  |  |  |  |  |  |  |
| **TOTAL**  | **$** | **$** | **$** | **$** | **$** |

**[INSERT ADDITIONAL TABLES BELOW (WITH ADDITIONAL ROWS AS REQUIRED). IF MORE SPACE IS NEEDED TO COMPLETE THE TABLE, EXCEL FORMAT IS ACCEPTABLE OR ATTACHMENT].**

**Table 3: Schedule of Rates for Reactive Maintenance**

|  |  |
| --- | --- |
| **ROLE/POSITION/ITEM** | **RATE/PRICE AND CURRENCY (GST EXCLUSIVE)** |
| **SUBCONTRACTOR**  | **[INSERT NAME AND SERVICE]** |
| **SITE ESTABLISHMENT FEE (MINIMUM CALL OUT FEE)** | **[INSERT]**  |
| **HOURLY LABOUR RATE**  | **[INSERT]**  |
| **SUBCONTRACTOR**  | **[INSERT NAME AND SERVICE]** |
| **SITE ESTABLISHMENT FEE (MINIMUM CALL OUT FEE)** | **[INSERT]**  |
| **HOURLY LABOUR RATE**  | **[INSERT]**  |
| **SUBCONTRACTOR**  | **[INSERT NAME AND SERVICE]** |
| **SITE ESTABLISHMENT FEE (MINIMUM CALL OUT FEE)** | **[INSERT]**  |
| **HOURLY LABOUR RATE**  | **[INSERT]**  |
| **SUBCONTRACTOR**  | **[INSERT NAME AND SERVICE]** |
| **SITE ESTABLISHMENT FEE (MINIMUM CALL OUT FEE)** | **[INSERT]**  |
| **HOURLY LABOUR RATE**  | **[INSERT]**  |

[INSERT ADDITIONAL TABLES BELOW (WITH ADDITIONAL ROWS AS REQUIRED). IF MORE SPACE IS NEEDED TO COMPLETE THE TABLE, EXCEL FORMAT IS ACCEPTABLE OR ATTACHMENT].ATTACHMENT 3 - MAINTENANCE SERVICES DESCRIPTION

***[INSERT SCOPE OF SERVICES, INCLUDING ANY APPLICABLE REACTIVE MAINTENANCE SERVICES, PLANNED MAINTENANCE SERVICES (INCLUDIING ANY PLANNED PREVENTATIVE MAINTENANCE SCHEDULE) AND ANY EXCLUSIONS]***