From: \$47E(d)

Cc: s47F ;s47E(d)

s4/E(d)

Subject: MRH-90 FFMS Townsville Withdrawal from ASIST Contract [SEC=OFFICIAL]

Date: Monday, 27 February 2023 1:02:01 PM

Attachments: 230227 - letter - ASMU\_CAE - BM56807064 - MRH-90 FFMS Townsville Withdrawal from ASIST Contract.pdf

**OFFICIAL** 

Good afternoon \$47F

Please find attached a letter notifying the planned withdrawal of the Townsville MRH-90 FFMS from the ASIST Contract.

Should you require anything further, please call.

Regards,

s47E(d)

Program Manager Aerospace Simulator Management Unit (ASMU) Air Lift Systems Program Office (ALSPO) Airlift & Tanker Systems Branch

Department of Defence | Capability Acquisition and Sustainment Group

s47E(d) | RAAF Base Amberley | AMBERLEY QLD AUSTRALIA 4306

T: \$4/E(d) | M: \$22 | E \$47E(d)

s47E(d) has sent you a copy of "230228 - letter - ASMU/CAE - BM56807064 - MRH-90 FFMS Townsville Withdrawal from ASIST Contract" (BM56807064) v2.0 from Objective.

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BM56807064

CAE AUSTRALIA PTY LTD
Attention: \$47F (Head of Simulation & Training)
\$47F

Dear s47F

MRH-90 FULL FLIGHT AND MISSION SIMULATOR (FFMS) TOWNSVILLE: WITHDRAWAL FROM AEROSPACE SIMULATOR INTEGRATED SUPPORT AND TRAINING (ASIST) CONTRACT

#### References:

- A. CASG/ASD/CON15468/1/AL2A Aerospace Simulator Integrated Support and Training (ASIST) Contract (BM46395465)
- B. Tasking Request 1.2.3.2.0274 MRH90 Taipan FFMS Sanitisation/Demilitarisation and Market Appraisal Report of 15 Feb 23 (BM56801888)
- C. CoA Letter CASG/ASD/CON15468/1 Request for CCP for a Rate of Effort reduction of the MRH90 FFMS in Townsville of 17 Nov 22 (BM53459278)
- 1. Aviation Command (AVN COMD) has approved the cessation of MRH-90 Full Flight and Mission Simulator (FFMS) operations in Townsville following close of business on 31 August 2023. Additionally, DACM has approved the commencement of contractor-assisted disposal action from September 2023 under the direction of CASG.
- 2. Services being Phased Out. Under Reference A the Commonwealth of Australia (CoA) hereby nominates an Off Ramp Date for the Townsville FFMS of 28 February 2023 such that a six-month Phase Out period can occur prior to the cessation of device operation on 31 August 2023. The CoA requests an Additional Phase Out Plan and draft CCP be developed to phase out all extant Townsville MRH-90 FFMS related services including maintenance, operating support and engineering services as Services being Phased Out effective 01 September 2023.
- 3. **ASIST S&Q-disposal services.** As AVN COMD has now also approved contractor-assisted disposal action, the CoA requests a quote for S&Q Services for the disposal of the Townsville FFMS with a view to agreeing an S&Q Order for these services to commence at an agreed time from September 2023. Please note a Service Task relating to this request was raised at reference B.
- 4. Finally, this letter overrides the CoA's Reference C request to obtain a CCP to reduce the Townsville MRH-90 FFMS Daily Usage Period.

5. Should you have any queries regarding the direction above, please do not hesitate to contact me.

Yours Sincerely,



s47E(d)

EL1

ASIST Contract Commonwealth Representative Program Manager, Aerospace Simulator Management Unit

s47E(d) RAAF Base Amberley AMBERLEY QLD 4306

s47E(d) ;22 s47E(d)

February 2023

From: \$47F To: \$47E(d) Cc: \$47E(d)

Subject: 20230227 1933 - \$47F ]-[\$47E(d) MRH-90 FFMS Townsville Withdrawal from ASIST

Contract

**Date:** Monday, 27 February 2023 7:34:10 PM

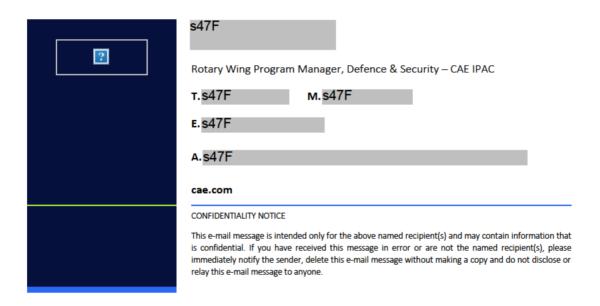
Attachments: image001.png

# **EXTERNAL EMAIL:** Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Thanks s47E(d)

This will no doubt be a topic for discussion at Avalon. Thanks for forwarding to the team.

Cheers, s47F



From: s47E(d)
Sent: Monday, 27 February 2023 2:19 PM
To: s47F

Cc: s47E(d)

Subject: MRH-90 FFMS Townsville Withdrawal from ASIST Contract (SEC OFFICIAL Sensitive)

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**CAUTION:** This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

#### **OFFICIAL:** Sensitive

Hi s47E(d)

In the interests of timely information sharing, please find attached a letter from ASMU to your management whom we acknowledge may be otherwise occupied with Avalon air-show activities this week. The anticipated AVN COMD direction that triggered this letter arrived very late last week.

AASPO looks forward to assisting wherever possible such that the phase out of the Townsville MRH-90 FFMS progresses smoothly.

Regards s47E(d)

s47E(d)

Major

Manager - Training Systems

Army Aviation Systems Program Office (AASPO) | AASB | RASSD

**Department of Defence** | Capability Acquisition and Sustainment Group (CASG)

s47E(d, Victoria Barracks, Petrie Terrace BRISBANE

C/- Enoggera Mail Centre, Gallipoli Barracks, ENOGGERA QLD 4051

M:s22

Skype: s47E(d)

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From: \$47F To: \$47E(d) Cc: \$47F(d)

s47E(d) s47F MRH90 - Delivery of TVL MRH90 Additional Phase Out Plan and Associated Deliverables

Date: Wednesday, 12 July 2023 3:52:29 PM

Attachments: image001.png

Subject:

TVL MRH90 APHOP, Disposal Report and S&Q.zip

ASIST-MRH90-CO-030 - Delivery of Additional Phase Out Plan.pdf

ASIST-MRH90-CO-031 - Delivery of the S&Q for the Disposal of the Townsville MRH90 FFMS.pdf

**EXTERNAL EMAIL:** Do not click any links or open any attachments unless you trust the sender and know the content is safe.

(Added s47E(d) to list of recipients)

Good afternoon s47E(d)

Please find the attached list of documents associated with the Townsville MRH90 FFMS Phase out and Disposal:

- ASIST-MRH90-CO-031 Delivery of the S&Q for the Disposal of the Townsville MRH90 FFMS
  - Cover Letter to the delivery of the S&Q. This needs to be read alongside the S&Q as there is information within the S&Q which relates to CAE's Subcontractor (\$47G) that is covered in the Cover Letter
- ASIST-MRH90-CO-030 Delivery of Additional Phase Out Plan
  - Cover Letter to the delivery of the APHOP
- 91152-115-PLN\_01-00\_TownsvilleMRH90FFMSAdditionalPhaseOutPlan
- MRH90 FFMS Townsville Phase out Plan (\$47G For CAE Review v1
- 91152-197-RPT 02-00 FFMS2SanitisationDemilitarisationandMarketAppraisal
- S&Q MRH90 TVL Demilitarization Sanitization Dismantling and Disposal v1
  - I have taken the liberty in filling out Section 1 of the S&Q which is the Service Request. Please review along with the remainder of the document to ensure my inputs are correct.
  - This document will be PDF'd and signed upon agreement with the Commonwealth
- S&Q MRH90 TVL Milestone Payment Schedule and Acceptance Criteria v1
- MRH90 TVL Dismantling and Disposal Schedule v1
- MRH90 TVL Dismantling and Disposal Risk Register v1
- 91152-115-PLN 01-00B Annex A

Keen to discuss these documents at your earliest convenience.



s47F

Project Manager

Defence & Security, CAE Australia Pty. Ltd.

M.s47F

E. s47F

A. s47F cae.com

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Defence FOI 669/23/24 Document 3

DID-SSM-S&Q-V4.0

CONTRACT: CASG/ASD/CON15468/1

# ANNEX A: QUOTE FOR SURVEY AND QUOTE SERVICES



# REQUEST FOR QUOTATION FOR S&Q SERVICES

Quotation No:	
File Reference	
Contract No:	CASG/ASD/CON 15468/1
Quotation due	
Time:	
Date:	

A.B.N. 68 706 814 312

# Contact details:

Contractor Contact Officer: s47F Program Manager s47F , 10SQN, RAAF Base Edinburgh SA 5111		Commonwealth Contact Officer:  \$47E(d)  AASPO ASIST Contract Logistics Authority Delegate Victoria Barracks Brisbane \$47E(d)  Brisbane QLD 4000
Phone: s47F		Phone: s22
E-mail: s47F		E-mail: s47E(d)
Contractor's details CAE Australia Pty s47G  ACN:	s (Company name and address) Ltd.  ABN:	Commonwealth Representative or Authorised Officer:  \$47E(d)  PM AASPO-ACTSS  AASPO-Training Systems  Victoria Barracks Brisbane \$47E(d)  C/O Gallipoli Bks Mail Centre  Enoggera QLD 4051
NOT.	16 066 670 522	
		nnex C (if specified), or to an alternative location, if
Return quotation identified below:  By post to:		nnex C (if specified), or to an alternative location, if
identified below:		nnex C (if specified), or to an alternative location, if

CONTRACT: CASG/ASD/CON15468/1

AL2 DID-SSM-S&Q-V4.0

PART 1 (S&Q Request): To be completed by the Commonwealth Representative, unless otherwise specified as to be completed by the Contractor.

	SECTION 1 – S&Q SERVICE REQUEST	
Title:	MRH90 FFMS Townsville – Demilitarization, Sanitization, Dismantling and Disposal	Revision No.: 1

CONTRACT: CASG/ASD/CON15468/1

AL2 DID-SSM-S&Q-V4.0

#### 1. References

- 1. 230227 letter ASMU\_CAE BM56807064 MRH-90 FFMS Townsville Withdrawal from ASIST Contract
- 2. 91152-197-RPT\_01-00A\_FFMS2 Sanitisation Demilitarisation and Market Appraisal Report
- 3. 91152-115-PLN\_01-00B\_TownsvilleMRH90FFMSAdditionalPhaseOutPlan

#### 2. Background

The Australian Defence Force (ADF) operates a fleet of MRH90 Taipan multi-role troop transport helicopters, a variant of NH Industries' NH90 platform. The MRH90s were acquired by the Commonwealth for use by the Australian Army and the Royal Australian Navy (RAN) under Project AIR9000 Phases 2, 4 and 6. The acquisition program included the procurement of two Level-D accredited FFMSs. The original equipment manufacturer (OEM) of the FFMSs was Helicopter Training Media International (HTMI), a consortium comprising CAE Inc., \$47G and \$47G

Description of the Service to be provided:

The first FFMS was delivered to the Army Aviation Training Centre (AAVnTC) at Oakey, Queensland and formally accepted in August 2013. The second FFMS was delivered to the 5th Aviation Regiment, Townsville, in May 2014 and formally accepted into service in November 2014. In-service support was awarded to CAE Australia Pty Ltd under the provisions of the Management and Support of Australian Defence Force Aerospace Simulators (MSAAS) Contract (CAPO 338422).

Aviation Command (AVN COMD) has approved the cessation of MRH90 Full Flight and Mission Simulator (FFMS) operations in Townsville following close of business on 31 August 2023. Additionally, DACM has approved the commencement of contractor-assisted disposal action from September 2023 under the direction of CASG [1].

### 3. Service Description:

The Activities can be summarised as follows:

- Reusable components: Remove the components that can be re-used by other ADF devices with first preference given to the MRH90 FFMS located in Oakey. With approval from the Commonwealth, transfer the reusable components to the appropriate locations.
- Sanitisation: Execute Sanitization of Hardware, Software and Documents, in accordance with the end destination and cyber security requirements.
- Dismantling: Dismantle the TVL MRH90 FFMS.
- Disposal: Dispose of Hardware, Software and Documentation pertaining to the TVL MRH90 FFMS.

CONTRACT: CASG/ASD/CON15468/1

	Nature / categ gineering inves amage repair, ite	tigatio	n, Major Change,		platform / site to which the ervice relates:			Service completion date:	Commonwealth Mandated GFM (yes / no):	Commonwealth Mandated GFF (yes / no):	Contract SOW / DSD clause reference
Disposa	Activities MRH9	90 FFM	IS Townsville	MRH90 FFMS T	ownsville	01/09	/2023	27/10/2023	Yes	Yes	N/A
					SECTION 2 - REQU	IRED D	ELIVE	RABLES			
Line No.	Part No. / NA Stock No. ( applicable	(if	Desci	ription	Type of Item (e.g., Stock Item, Technical Data, Reports, Software)	Qty		verable Acceptance Approval criteria	Delivery [	Date De	ivery Location
1	N/A		Supplies Accep	tance Certificate	Form	1		SG001 12 weeks commence of work		ment s47E	ectronically via E(d)
2	N/A	4	Certificate o	f Destruction	Reports	~3-5		Nil	commence	12 weeks from commencement of works	
					SECTION 3	- PRICE	BASIS	S			
Firm Pr	ice Basis;		payable upon: N	Milestones ⊠ and/	or Acceptance of Services / De	liverables [	$\boxtimes$				d (NTE) price basis, the
Not-To- Price B					terials, Subcontract, and other to the Approved S&Q Quote)	Allowable	Costs,	following categories  - Labour hours & ass			tim pricea:
Combin	ation of above:							- Labour Hours & ass	sociated Contingent	.y.	
				SECTION 4	- COMMONWEALTH R	EPRESE	NTAT	IVE'S AUTHORIS	SATION		
_	d for and on b mmonwealth										
			(signa	ture)		(print na	me and	position)		(da	te)

CONTRACT: CASG/ASD/CON15468/1

AL2

DID-SSM-S&Q-V4.0

PART 2 (S&Q Quote): To be completed by the Contractor, unless otherwise specified as to be completed by the Commonwealth.

CONTRACT: CASG/ASD/CON15468/1

AL2 DID-SSM-S&Q-V4.0

#### **SECTION 5 - APPROACH AND RESOURCES**

CONTRACT: CASG/ASD/CON15468/1

AL2 DID-SSM-S&Q-V4.0

#### 4. Attachments:

- A. MRH90 TVL TR274 Dismantling Schedule
- B. S&Q MRH90 TVL Milestone Payment Schedule and Acceptance Criteria

#### 5. Work Breakdown

- 1. CAE will conduct the series of Sanitisation, Demilitarisation and Disposal activities captured within the Contract Master Schedule (CMS) [A].
- The activities will be carried out in accordance with 91152-197-RPT\_01-00A\_FFMS2 Sanitisation Demilitarisation and Market Appraisal [2].

#### 6. Project Team

- 1. The Project Team will be led by the Project Manager. The Project Manager will be accountable for the overall project execution and will act as the primary point of contact between CAE and the Commonwealth.
- 2. A site-based lead will be appointed to ensure the work on site is carried out in accordance with the project execution documentation. The Team Lead, Field Services Group will presume this role and will coordinate the day-to-day activities which will take place in relation to the disposal of the TVL FFMS. The Team Lead, Field Services Group will also act as a site-based point of contact for the Project Manager. The Team Lead, Field Services Group will also be responsible for the site-based Health, Safety and Environmental considerations and management. The Team Lead, Field Services Group will act as a secondary point of contact between CAE and the Commonwealth if required.

# 7. Project Management

- 1. The Contractor shall invoice the Commonwealth in accordance with the Payment Schedule and Acceptance Criteria in accordance with Attachment B of this S&Q.
- 2. The Contractor shall manage Risks in accordance with the Approved PMP under the ASIST contract. The Risk Register shall identify programmatic and technical risks including planned mitigations for the project life identified within the 91152-197-RPT\_01-00A\_FFMS2 Sanitisation Demilitarisation and Market Appraisal Report [2].
- 3. The Contractor shall manage Issues in accordance with the Approved Sanitisation Demilitarisation and Market Appraisal Report [2].
- 4. The Contractor acknowledges that the objective of conducting Issue management is to ensure that significant Issues are addressed in a timely manner.

# Work plan

CONTRACT: CASG/ASD/CON15468/1

AL2 DID-SSM-S&Q-V4.0

5. The Contractor shall deliver a CMS [A] as an attachment to this S&Q and will provide updates to this CMS as the dismantling activities are conducted, on a weekly basis.

# 8. Assumptions

- 1. CAE shall receive a signed Purchase Order no later than 24 July to allow CAE to prepare for the execution activities planned to start on 1 September which includes activities such as booking travel, shipping of equipment from Oakey to Townsville etc.
- 2. CAE and the Commonwealth have agreed to maintain existing configuration documentation, TI, IP Plans etc. pertaining to the TVL MRH90 FFMS until the Phase Out and Disposal of the OAK MRH90 FFMS.
- 3. The end of the Phase Out period is fixed at 31 Aug 23 and will not change as this may have an impact on CAE's resource availability whom specifically relate to the disposal of the FFMS.
- 4. TVL MRH90 FFMS usage will continue until COB of the end of the Phase Out period (31/08/23).
- 5. Access will be granted in the immediate vicinity of B808 for the placement and removal of plant and equipment (including skip bins and a shipping container) for the duration of the project.
- 6. CAE Direct Labour costs are IAW the ASIST contracted rates and are Firm-Fixed-Price.
- 7. Direct material costs, subcontractor and Travel & Living (T&L) expense costs are based on estimates from quotes with some contingency applied. The Commonwealth will be charged on actual costs plus standard ASIST mark-up and profit at the end of the project. Prices provided are to be treated as a Not To Exceed (NTE) price.
- 8. The priority for the reuse of components is to support the OAK MRH90 FFMS operations until (for planning purposes) late 2026.
- Any other components deemed usable for other sites (CAE managed or other) will be transported for storage at Oakey and transferred to the Commonwealth for consideration at a later date.
- 10. The TVL MRH90 FFMS will not undergo a testing regime to ensure any components removed for reuse are in working condition prior to dismantling.
- 11. Components will not be tested to ensure they are in a working state before returning to the Commonwealth.
- 12. CAE are conducting a site audit in collaboration with the Commonwealth prior to the end of the Phase Out period. If the audit uncovers any unexpected or unforeseen issues that require additional time or effort to resolve during the Disposal, the Disposal Schedule may be impacted.
- 13. A kick off meeting shall take place within the initial weeks of CAE engagement. The Commonwealth representative will be invited to attend meeting.

AL2

#### OFFICIAL

CONTRACT: CASG/ASD/CON15468/1 DID-SSM-S&Q-V4.0

#### 9. Constraints

- The TVL MRH90 FFMS is located in Townsville where CAE does not have any in-house resources specifically allocated to its support and maintenance. CAE will need to fly in resources to carry out the work on site. As a risk mitigator CAE may wish to engage \$47G under a separate agreement to supply resources if CAE is unable to due to unforeseen circumstances.
- Spring School Holidays are taking place between 16 September and 2 October 2023. Accommodation availability is likely to be impacted by the School Holiday period and as such, may impact CAE's ability to supply resources during this period. CAE will endeavour to book all accommodation as early as possible to ensure the required resources are available however if sufficient accommodation is not available, the Disposal Schedule may be impacted.

#### 10. GFF Licence

1. CAE have included costs associated with maintaining the GFF (air-conditioning, fire suppression system etc.) within this S&Q. The timeframe of cover is between 1 September 2023 and 31 December 2023.

# 11. Pricing

- Prices are inclusive of CCP004. 1.
- In regards to S&Q pricing which relates to Simulator Technician hours, the Commonwealth will only be charged for Simulator Technicians assigned to this Project who are not already being paid for by the Commonwealth under ASIST. In the cases where current ASIST Simulator Technicians are being utilised for the purposes of the Disposal Activities, the Commonwealth will not be charged but their estimated Level of Effort will be shown in Section 6 for clarity of resource needs.

#### 12. Risks

A Risk Register has been updated and provided with the 91152-115-PLN 01-00B\_TownsvilleMRH90FFMSAdditionalPhaseOutPlan [3].

#### 13. Exclusions

Nil. 1.

# Adverse Impact

Nil

CONTRACT: CASG/ASD/CON15468/1

GFM	Item description	Qty	Delivery Date and	Return Date and Location	Remarks/ Intended	TO BE COMPLETED BY	THE COMMONWEALTH	
	(e.g., additional GFE, GFD or GFI)		Location	Location	Purpose	Time Period for Inspection	Technical Data or Software restriction	
	Aircraft Jacks	4	31/07/23 / s47E(d) , RAAF Base Townsville, Ingham Road, Garbutt, QLD 4814	27/10/23 / s47E(d) , Army Aviation Training Centre, Swartz Barracks, Oakey QLD, 4401	The Aircraft Jacks will be used to support the FFMS when the motion legs are removed.	DDMMMYY to DDMMMYY		
GFF	Facilities		Remarks/ Intended Purpose		Period of Access	TO BE COMPLETED BY THE COMMONWEALTH		
	(in addition to any existing GFF)					Comments / Conditions of Access		
	s47E(d) , RAAF Base Townsville, Ingham Road, Garbutt, QLD 4814	th	E will require access to ne Disposal Plan captu RPT_01-00A_FFMS militarisation and Mark	red in 91152-197- 52 Sanitisation	01/09/23 to 31/12/23			
GFS	no odnico i	GFS			Dates for provision of	TO BE COMPLETED BY	THE COMMONWEALTH	
	(in addition t	o any	existing GFS)		GFS	Comments / Cond	ditions of Access	
		Nil.						

<sup>&#</sup>x27;Insert 'no', or if restrictions apply to rights to the use Technical Data and Software provided as GFM, under COC clause 5, then cross-refer to an attachment for details. See also section 8.

CONTRACT: CASG/ASD/CON15468/1

Subcontractors	Name	ABN/ ACN	Work, Services to be provided and/or Items to be supplied	Details for A	pproved Subcon	tractors only	Comments
		ACN	items to be supplied	Location of work (include post code)	LIA references (if applicable)	Technical Data or Software restriction <sup>†</sup>	
	s47G	ABN s47G	Auditing and removal of \$47G owned equipment/assets, cleaning of facility and any other relevant activities in accordance with the Approved \$47G Phase Out Plan.  In addition to the Approved Phase Out Plan activities and IAW CAE's APHOP, \$47G may also be engaged as a risk mitigation for potential CAE resource constraints to assist with other ad-hoc disposal activities.	s47E(d) RAAF Base Townsville, Ingham Road, Garbutt, QLD 4814			
3	s47G	ABNs47G	Skip Bin hire, removal and disposal of general, steel and E-Waste.				
	s47G	ABN s47G	Degaussing of Software and Destruction of Hardware in accordance with NAID AAA standards.	s47E(d) , RAAF Base Townsville, Ingham Road, Garbutt, QLD 4814 and; s47E(d) Oonoonba Rd, Idalia QLD 4811 (Shred X facility)			
	s47G	ABN s47G	Complete the Power Off of the FFMS.				Subcontracted by s47G
	s47G	ABN s47G	Routine Preventative Maintenance for the air conditioning systems located at s47E for September until December 2023.				
	s47G	ABN s47G	Service Intervals for Fire Protection Equipment/Systems up to and including Annual Testing.				
	s47G	ABN s47G	Unsealing and sealing Sim Hall doors.				Subcontracted by s47G

<sup>†</sup> Insert 'no', or if Technical Data or Software is to be sourced from an Approved Subcontractor and restrictions would apply to the Commonwealth rights under COC clause 5, then cross-refer to an attachment for details. See also section 8.

CONTRACT: CASG/ASD/CON15468/1

s47G	ABN s47G	Shipping container hire and transport for components deemed fit for reuse.	
s47G	ABN \$47G	Temporary fence hire to cordon off areas required for plant movement and container storage.	

				- 4	SECTIO	N 6 - QU	OTATIO	N PRICE					
Labour	Task	Cor	ntract Attachm GST, where			Hours (Normal	Normal (Other	(Other Cost (exc	Mark-Up	Profit	Item Total Cost (exc	GST	Item Tot Cost
		Line Item No.	Category of Labour or Skill Level	Hourly Rate (Normal Time)	Hourly Rate (Other Time)	Time)	Time)	GST)			GST)		(inc GS
	Project Management	1	PM	s47G	$\Box$			s47G					
	Project Coordination, gathering invoices, PM assistance	2	PCO	s47G	II	11.	[8]	s47G				-	
	On-Site Management, complex tasks and PM liaison	3	MSO	s47G	1		*			-			
	General Labour Tasks	4	MSO	s47G	1-								
	General Labour Tasks	5	MSO	s47G	11		132		d-		1 12	-	
	General Labour Tasks	6	MSO	s47G	m.								
	General Labour Tasks	7	MSO	s47G	THE								
	General Labour Tasks	8	MSO	s47G	10		1000		-		b	-	
	General Labour Tasks	9	MSO	s47G	1.	H	1-2		1 - 4	- L	1	1	
	General Labour Tasks	10	MSO	s47G	11	-	TIE.				0		
									Tota	l Labour Cost	s47G		

CONTRACT: CASG/ASD/CON15468/1

Materials	Line No.	Part No. / NATO Stock No. (if applicable)	Description	Type of Item (e.g., Stock Item, Software, Technical Data)	Qty	Item Base Cost (exc GST)	G&A	Profit	Item Total Cost (exc GST)	GST	Item Total Cost (inc GST)
	1		Forklift including mobilization, slippers and jib.	Plant Hire	1	s47G					
	2		Scissorlift including mobilization.	Plant Hire	1	s47G					
	3		Temporary Fencing including mobilization.	Plant Hire	1	s47G					
	4		8 weeks 20ft Container Hire including transportation from OAK to TVL and back to OAK.	Plant Hire	1	s47G		-		-	
	5		Tie Down Straps	Consumables	1	s47G					
	6		Shipping of Tool Kit used on site for Disposal. Shipping from SYD to TVL then TVL to OAK.	Shipping	1	s47G			-	=	
	7		Hydraulic Oil Removal	Service	1	s47G					
	8		Oil Absorbent Pads	Consumables	1	s47G					
	9		Materials and Consumables	Consumables	1	s47G					
	10		Packaging	Consumables	1	s47G					
	11		Skip Hire and Waste Disposal	Plant Hire	1	s47G					
	12.		E-Waste (HDDs)	Service	1	s47G		-			
	13		E-Waste (RAM)	Service	1	s47G					_
	14		E-Waste Collection	Service	1	s47G		- 50			
	15		Destruction Certificate	Service	1	s47					
	16		Serial Number Tagging for Certificate	Service	1	s47G					
	17		FFMS Power-Off, Fire System Isolation, Sim	Service	1	s47G	-		-		

CONTRACT: CASG/ASD/CON15468/1

		Hall Door unseal/reseal to Cyclone Standard								
	18	Air Conditioning Servicing Costs from 1 September 2023 to 31 December 2023	Service	1	s47G					
	19	Fire System Servicing Costs from 1 September 2023 to 31 December 2023	Service	1	s47G					-
						Total	Material Cost	s47G		
Subcontracts	bcontracts Subcontractor name				Item Base Cost (exc GST)	Mark-up	Profit	Item Total Cost (exc GST)	GST	Item Total Cost (inc GST)
	s47G				s47G	1	1			
		200				Total Subco	ontract Cost	s47G		
Other Direct Costs		Description			Item Base Cost (exc GST)	G&A / Mark- up*	Profit	Item Total Cost (exc GST)	GST	Item Total Cost (inc GST)
	Travel & Living (include	des accommodation, car rental, flights, mea	ls and living)		s47G			-		
	Contingency for Labor	ur (3% of total labour costs)						s47G		
	Contingency for Mater	rials and Travel & Living (20% of total costs	)	- 4				s47G		
						Total Other	er Direct Cost	s47G		<u>l</u>
		TOTAL QUOTATION CO	ST FOR FFP I	ORTIO	V (includes L	abour and Co	ntingency)	s47G		
		1 2 11 12 22 2 11 11 12 2 2						Part of the latest and the latest an		

	SECTION 7 - PAYMENT ARRANGEMENTS	
Milestone Fee payments	See Milestone Payment Schedule and Acceptance Criteria in Attachment B	
Fee Payments upon Acceptance of Services/ Deliverables	See Milestone Payment Schedule and Acceptance Criteria in Attachment B	

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# **OFFICIAL**

CONTRACT: CASG/ASD/CON15468/1

Other Fee amounts

Exceed price elements)	Payment IAW the Contract on provisions of line							
	SECTION 8 – ADDITIONAL TEC	CHNICAL DATA AND SOFTWARE RIGHTS AND RESTRIC	TIONS					
To be completed by the Commonwealth:								
Do the S&Q Services require GFM that is subject to restrictions of Technical Data and Software rights not detailed in the current Contract?								
,	nent [INSERT REFERENCE].							
If 'yes', the Commonwealth is to	o include an attachment to the S&Q Quote w	vith equivalent information to the GFM Attachment or 'Licensing and Ap	pproval Schedule' Attachment, as applicable.					
To be completed by the Contra	ctor:							
		ated rights that are not detailed in the current Contract? $\  \  \  \  \  \  \  \  \  \  \  \  \ $						
If 'yes' to either question, the C	contractor is to include an attachment to the	S&Q Quote with equivalent information to the Technical Data and Soft	ware Rights Schedule in the Contract.					
SECTION 9 CONFIDENTIAL INFORMATION								
	SECT	TION 9 CONFIDENTIAL INFORMATION						
•		TION 9 CONFIDENTIAL INFORMATION  (i.e., in addition to information referred to in the Confidential Information and	d Reporting Attachment to the Contract)?					
	achment that identifies Confidential Information  ntative, or authorised delegate, should include the contract for Confidential Inform		lered as new Confidential Information, meeting					
	achment that identifies Confidential Information ntative, or authorised delegate, should include the contract for Confidential Information e Contract.	n (i.e., in addition to information referred to in the Confidential Information and	lered as new Confidential Information, meeting					
	achment that identifies Confidential Information  Intative, or authorised delegate, should include  Information to the Contract for Confidential Information  Experiment to the Contract for Confidential Information  Experiment to the Contract for Confidential Information  Experiment to the Contract for Confidential Information  SECTION	n (i.e., in addition to information referred to in the Confidential Information and the confidential Information and the confidential Information within the S&Q Quote that is considered and Reporting. The attachment to the S&Q Quote should be prep	lered as new Confidential Information, meeting					
⊠ no / ☐ yes  If 'yes', the Contractor Represent the criteria specified in the attack and Reporting attachment to the	achment that identifies Confidential Information  Intative, or authorised delegate, should include  Information to the Contract for Confidential Information  Experiment to the Contract for Confidential Information  Experiment to the Contract for Confidential Information  Experiment to the Contract for Confidential Information  SECTION	n (i.e., in addition to information referred to in the Confidential Information and the confidential Information and the confidential Information within the S&Q Quote that is considered and Reporting. The attachment to the S&Q Quote should be prep	lered as new Confidential Information, meeting					

CONTRACT: CASG/ASD/CON15468/1

AL2 DID-SSM-S&Q-V4.0

PART 3 (S&Q Order): To be completed by the Commonwealth Representative after Approval of the S&Q Quote in accordance with the COC.

SUR Australian Government		/EY AND QUOTE ORDER	S&Q Order No: S&Q Order Date:	DDMMMYY			
Department	of Defence		Pages:				
ABN 68 70	6 814 312		Amendment No:				
Contractor's detai	ils (Company name and address)	Contract No:					
		Approved Quotation No.					
		S&Q Services Title:					
		S&Q Services Summary					
ACN	ABN	Description:					
		10 15 01	DDMMMYY				
		Approved Quotation Date:	DDMMMYY				
NT	E PRICE / QUOTATION (AS	1 A September 2 September 2 September 2	FIGURE SANDERED CO.	TION)			
NT	E PRICE / QUOTATION (AS	1 A September 2 September 2 September 2	FIGURE SANDERED CO.				
NT Total La		S SET OUT IN THE APP	ROVED QUOTA	Price / Quotation			
	bour	S SET OUT IN THE APP	ROVED QUOTA	Price / Quotation			
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Total La Total Ma Total Su Total Ot	bour aterials abcontract Costs	S SET OUT IN THE APP	ROVED QUOTA	Price / Quotation			

CONTRACT: CASG/ASD/CON15468/1

AL2 DID-SSM-S&Q-V4.0

This S&Q Order is issued on the terms set out in the conditions of contract, the Approved Quotation referred to above and any Special Conditions attached by the Commonwealth.											
This S&Q Order comprises the following documents:											
a. this S&Q Order;	·										
b. Attachment 1 – Approve	d Quotation;										
c. Attachment 2 - [INSEI	RT DETAILS]; and										
d. Attachment 3 – [INSEI	RT DETAILS].										
Inquiries regarding this order should be directed to the Contact Officer:											
Printed name	Printed name Phone no. Facsimile no.										
Address	S										
Signed on behalf of the Commonwealth of Australia											
				DDMMMYY							
(signature) (print name and position) (date)											

Note: When applicable, include attachments for sections 8 and 9.

#### TVL MRH90 FFMS DEMILITARIZATION, SANITIZATION, DISMANTLING AND DISPOSAL

#### 1. MILESTONE PAYMENT SCHEDULE WITH ACCEPTANCE CRITERIA

# 1.1 Price 1.1.1 The S&Q is formed based on a combination of Firm Fixed Price and Not to Exceed. It is priced in one currency. The total is s47G (excl GST). 1.1.2 CAE price is valid until 31 August 2023 1.1.3 Payment terms are in accordance with the ASIST Contract. 1.2 Firm Fixed Price Payments

# 1.2.1 Table 1 sets out the Milestones, the criteria for achievement of the Milestones, the Milestone Dates and the Milestone Payments for the FFP portion of the S&Q.

- 1.2.2 The Commonwealth shall, for achievement of a Milestone, pay to the Contractor the relevant Milestone Payment as specified in Table 1.
- 1.2.3 The Contractor is taken to have achieved a Milestone only if all of the criteria for the Milestone set out in the Table 1 have been satisfied.

#### Table 1

M#	MILESTONE DESCRIPTION	MILESTONE CRITERIA	MILESTONE DATE(S)	CERTIFICATION				
					MILESTONE PAYMENTS Percentages	Price (ex. GST)	GST	Price (Inc. GST)
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
1	Power Off	TVL MRH90 FFMS Power Off	1 September 2023	Confirmation from the electrical subcontractor that the TVL FFMS has been Powered Off	50% of the FFP portion of the S&Q amount	s47G		
2	Project Completion      All activities in accordance with the CMS have been completed;     All Disposal Certificates relating to the sanitisation and destruction of the FFMS have been provided to the Commonwealth;     All subcontractor invoices have been received and evidence has been provided to the Commonwealth to enable the "True-Up**" of the NTE Portion of the S&Q.		1 December 2023	Project Closure Meeting Minutes confirming CAE has completed all work and satisfied all Milestone Criteria	50% of the FFP portion of the S&Q amount	s47G		_
				Totals	100%	s47G	0 10	

(\*\*True-Up refers to the activity CAE will undertake to bill to the Commonwealth based on actuals. The actuals will be provided to the Commonwealth in the form of an Excel sheet which will contain a breakdown of the material and T&L costs with CAE's mark-ups included).

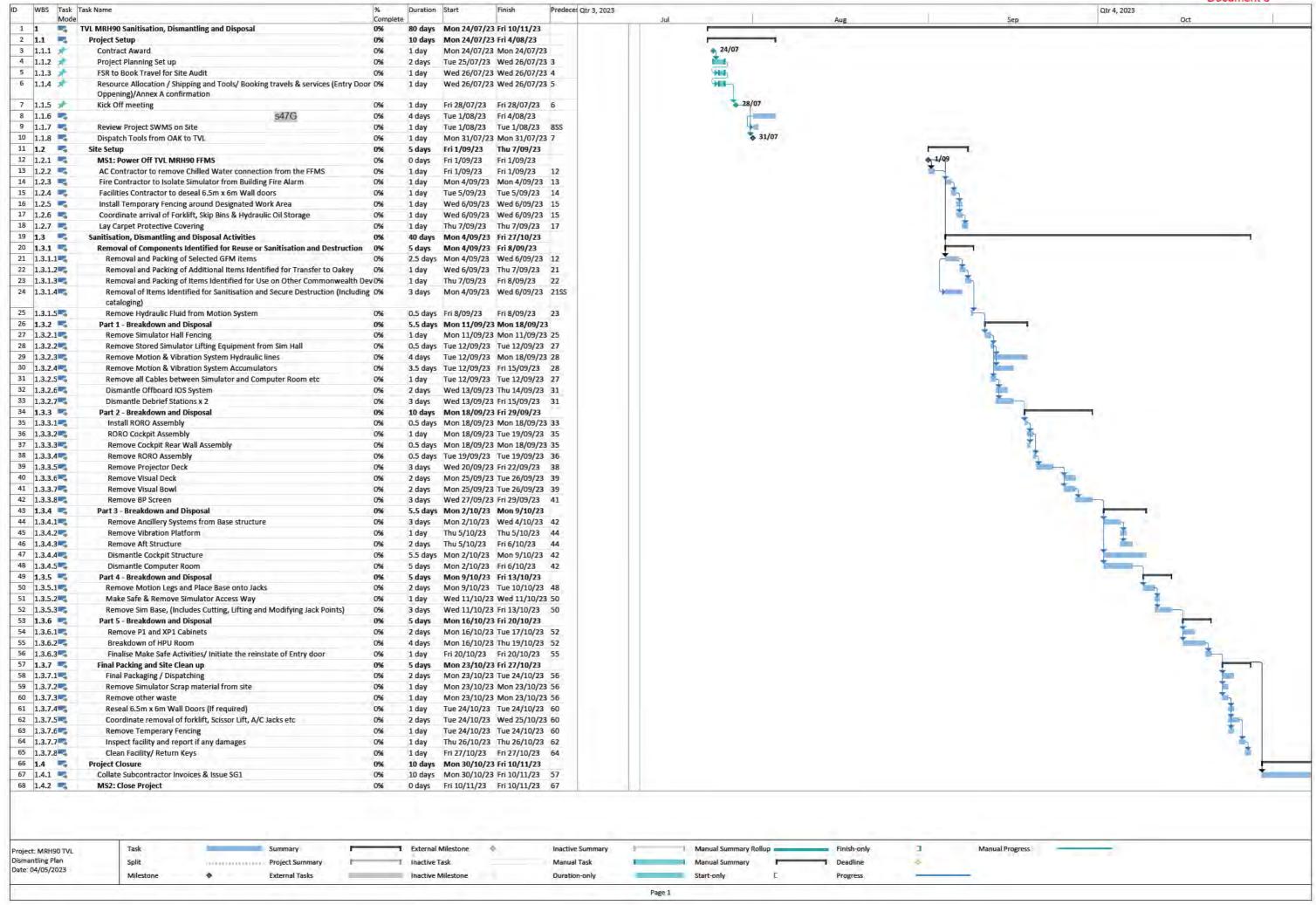
# 1.3 Not to Exceed Payment

- 1.3.1 Table 2 sets out the Milestones, the criteria for achievement of the Milestones, the Milestone Dates and the Milestone Payments for the NTE portion of the S&Q.
- 1.3.2 The Commonwealth shall, for achievement of a Milestone, pay to the Contractor the relevant Milestone Payment as specified in Table 2.
- 1.3.3 The Contractor is taken to have achieved a Milestone only if all of the criteria for the Milestone set out in the Table 2 have been satisfied

#### Table 2

	MILESTONE DESCRIPTION	MILESTONE CRITERIA	MILESTONE DATE(S)	CERTIFICATION				
					MILESTONE PAYMENTS Percentages	Price (ex. GST)	GST	Price (Inc. GST) (f ) + (g)
10000	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
	Power Off	TVL MRH90 FFMS Power Off	1 September 2023	Confirmation from the electrical subcontractor that the TVL FFMS has been Powered Off	25% of the NTE portion of the S&Q amount excluding Subcontractor costs	s47G	_	
	Project Completion	<ul> <li>All activities in accordance with the CMS have been completed;</li> <li>All Disposal Certificates relating to the sanitisation and destruction of the FFMS have been provided to the Commonwealth;</li> <li>All subcontractor invoices have been received and evidence has been provided to the Commonwealth to enable the "True-Up**" of the NTE Portion of the S&amp;Q.</li> </ul>	1 December 2023	Project Closure Meeting Minutes confirming CAE has completed all work and satisfied all Milestone Criteria	75% of the NTE portion of the S&Q amount	s47G	_	
Í		*		Totals	100%	s47G		

(\*\*True-Up refers to the activity CAE will undertake to bill to the Commonwealth based on actuals. The actuals will be provided to the Commonwealth in the form of an Excel sheet which will contain a breakdown of the material and T&L costs with CAE's mark-ups included).



Risk Register

last Updated: 23/05/2023

		BOOK STATE		x=160000	The state of the s	hardworld.	Cost Impact /	100 000 100 000	Territoria.	210	Status
isk ID	Risk Title/Project ID	Date Raised	Risk Description/ Hazard	Activity	Impact / Consequence	Likelihood	Consequence	Mitigation Activities	Risk Status	Risk Owner	(Open/Closed)
1	TVL Phase Out Activities	28/04/2023	Operation of Hiring equipment (Forklift/Scisorlift)/ Personal injury from Hiring equipment/ damage to facility	Dismantling	Severe	Unlikely	Personal injury from Hiring equipment/ damage to facility	Included in initial meeting, create awareness within team, never work alone / All Operators to be Licenced	High	FSR (lead)	Open
2	TVL Phase Out Activities	05/05/2023	Injuries by Equipment Hire Operators	Dismantling	Minor	Possible	Personal injury	Operators to be licenced / All members on site to be trainned	Medium	FSR (lead)	Öpen
3	TVL Phase Out Activities	28/04/2023	Handling Heavy items / Personal Injuries	Disassemble	Minor	Unlikely	Personal injury	Included in initial meeting, create awareness within team, never work alone / Using mechanical Lifting (pailet jacks, forklift) "Handling to be constricted"/ Refer to Promap to check procedures	Low	FSR (lead)	Open
4	TVL Phase Out Activities	28/04/2023	Working with live electrical cables / Risk of eletrecution	Disassemble	Moderate	Learning from the incident fro Blackhawk have been considered. Initial meeting to cover elements and provide awareness. Live cable tester to be used prior any cable cutting. / Licence Electricians to remove all power from Simulator. "CABLES MUST BE TESTED PRIOR CUTTING"		Medium	FSR (lead)	Open	
5	TVL Phase Out Activities	28/04/2023	Working at Heights	Disassemble	Moderate			measures will be implemented to ensure all members are safe at all times. All members to complete working at Height Awareness / trainning	Medium	FSR (lead)	Open
6	TVL Phase Out Activities	28/04/2023	shattered fiber glass , perspex glass	Disassemble	Minor	Possible	Personal injury	handling to be be considered / Correct PPE, clearances /Isolation of area	Medium	FSR (lead)	Open
7	TVL Phase Out Activities	05/05/2023	Heavy metal dust presented in surface of FFMS	Disassemble	Minor	Unlikely	Personal injury	Test report conducted on Oct/2022 found insignificant levels .	Low	FSR (lead)	Open
8	TVL Phase Out Activities	05/05/2023	Handling Hidraulic Oil, components / Potential for a Spill	Disassemble	Minor	Unlikely	Personal injury	Spill Kits to be on site, PPE, Handling to be engaged to a Subcontractor	Low	FSR (lead)	Open
9	TVL Phase Out Activities	05/05/2023	Pressurised accumulators / Hydraulic	Disassemble	Minor	Unlikely	Personal injury	Depressurise all accumulators and t be inspected by the FSR lead prior to dismantling	Low	FSR (lead)	Open
10	TVL Phase Out Activities	05/05/2023	Overal Resources to complete the execution of Disposal (Technical support) Optimal Requirement (4 techs + the FSR Lead )	Disassemble	Moderate	Unlikely	Project lead time	To mitigate , CAE functional Lead to be engaged 8 weeks in advance. This to be not later than the 10/07/2023	Medium	FSR (lead)	Open
11	TVL Phase Out Activities	05/05/2023	Underestimate the labor required	Planning	Moderate	Possible	Profit	previous experiences (Black Hawk) was planned to be conducted in 4 weeks/ Actual results took 6 weeks. Within this project it was planned to consolidate is 8 weeks	Medium	PM/Pe	Open
12	TVL Phase Out Activities	05/05/2023	Avaiability of all special Tools and equipments / Test Jigs	Planning	Minor	Possible	Project lead time	identify them all during the site survey and also available in Oakey to be shipped to TVL	Medium	FSR (lead)	Open
13	TVL Phase Out Activities	05/05/2023	Avaiability of Aircraft Jacks	Planning	Minor	Unlikely	Project lead time	request needs to be made in advance for TVL.	Ltw	FSR (lead)	Open
14	TVL Phase Out Activities	05/05/2023	Stand Down Delay - Someone in Defence concerned with the disposal/reuse in Museum /Something else application	During Execution Process	Moderate	Possible	Project lead time	In S&Q to be impleented - Delays arisen from the CoA , costs to be passed to the CoA	Medium	PM	Open
15	TVL Phase Out Activities	05/05/2023	Gathering of Invoices, costs may encounter delays	Post Execution	Minor	Rare	Project lead time	active follow up on progress of invoices	Low	PM	Open

16	TVL Phase Out Activities	05/05/2023	Access to Remove of Doors / Egress Building challenges	Planning	Minor	Unlikely	Project lead time	Actions: Lease with the CoA and \$47G for early access through doors / recommendation in the report to be included prior Power Off date	Low	PM/ Pe	Open
17	TVL Phase Out Activities	05/05/2023	Securing the Work Area w/ Skip Bins/ Access of individuals	Planning	Minor	Possible	unauthorised entry	propose fencing and access control to building	Medium	FSR (lead)	Open
18	TVL Phase Out Activities	05/05/2023	Facility Services Fauls	During Execution Process	Moderate	Possible	Project lead time	CAE will need to direct to supplies (AC, Fire , UPS) / List in the S&Q under proj contengency	Medium	PM	Open
19	TVL Phase Out Activities	05/05/2023	Data Leak	During / Post Execution Process	Moderate	Unlikely	Reputation	CAE wshall conduct all works in line with the proposed recommendations	Medium	All	Open
20	TVL Phase Out Activities	05/05/2023	Transportation of items / \$\$ / Storage	Post Execution	Minor	Unlikely	Project lead time	Confirm storage Area/ Shipping containner	Low	FSR (lead)	Open
21	TVL Phase Out Activities	05/05/2023	Damaging High& Very High Obsolete components , TR270 items	During Execution Process	Major	Possible	Quality of Project	review of process to include " Fragile Handling"	High	FSR (lead)	Open
22	TVL Phase Out Activities	05/05/2023	Missing Components (Report list Vs Actuals)	During Execution Process	Moderate	Possible	Stocktake	clear identification of components . Notification of discrepancy to be raised in TVL	Medium	PM	Open
23	TVL Phase Out Activities	28/04/2023	The FSR (lead) is unable to attend the execution	Resources	Minor	Unlikely	Project lead time	Booking resources in advance. Expertise is required during the activities/ Designated as a backup	Low	PM	Open
24	Phase out Plan	05/05/2023	Auditings47G (GFF, GFE, GFM)	Commercial	Major	Possible	Stocktake	An auditi is taking place by§47G in early August. Phase Out Plan to elaborate the (GFF,GFE, GFM)+spares list / Spot check to be conducted close to date	High	PM	Open

# CAE Risk Register

Risk ID	Risk Title	Risk Description	Consequence		Initial Impact	Initial Probability	Initial Risk Assessment	Mitigation Action	Risk Response Type	Project Risk Type	Revised Impact	Revised Probability	Revised Risk Assessment	Mitigation Assignee	Mitigation Schedule
1	Operating Heavy Equipment	Operation of Heavy Equipment (Forklitt/Scisorlitt) by untrained/unskilled personel could result in misuse or an incident causing damage.	Personal injury or damage to the facility	Severe	Safety	Possible	Estrama	Only licensed and trained operators can use heavy equipment. Conduct daily pre-starts to ensure all team members are aware heavy equipment will be in use each day, where and when. Never work alone. Review and utilise SWMS prior to using heavy equipment	Mitigation	Thinat	Severe	Rare	Medium	FSR	MS2: Close Project
2	Subcontractor Operators	Subcontractors are carrying out work on site which may relate to the use of heavy equipment, heavy equipment or tasks associated with personal injury such as cutting and welding.	Personal injury or damage to the facility	Major	Safety	Possible	High	Subcontractors must supply their licence, insurance and ABN during onboarding, Only licenced subcontractors can operate activities associated with the TVL MRH90 FFMS Disposal.	Nitigation	Threat	Major	Rare	Medium	FSR	MS2: Close Project
3	Heavy Lifting	Throughout the disposal activities, heavy items will be removed from the FFMS, moved and/or placed into skip bins for disposal. Ulting heavy items incorrectly could result in items being dropped.	Personal injury or damage to the facility	Moderate	Safety	Possible	Medium	Consult SWMS when handing heavy items. Conduct daily pre-starts to review any items which will be handled each day. Use mechanical lifting equipment (pallet jacks, forklifts).	Transference	Threat	Moderate	Rare	lim	FSR	MS2: Close Project
4	Electrical Cables	Many cables are used to connect computers and systems within the FFMS, between the FFMS and the Computer Room and other parts of the facility. The disposal activities could require live cables to be removed and disposal	If a live cable is cut, damaged or removed, it could result in personal injury including death.	Severe	Safety	Possible	Estamone	Prior to the disposal activities commence, all five cables must be isolated and power must be removed to the FFMS and the associated systems. Cables should only be cut as a last record if there is no other alternative for them being removed. If a cable must be cut, it must be checked prior with a cable wand to confirm whether it is live or not.	Mitigation	Thesat	Severe	Rare	Medium	FSR	MS2: Close Project
5	Working at Heights	There are a small number of occasions where personel will be required to work at heights (during the projector removal and XXXII) if the personel are not trained correctly and working in accordance with CAE's SWMS, they could fail.	Personal Injury	Severe	Safety	Possible	Colonia	Ensure any Working at Heights in carried out in accordances with the SWMS. Personel working at heights must have completed the appropriate training.	Mitigation	Thesat	Severe	Rare	Medium	FSR	MS2: Close Project
6	Slips, Trip and Falls	Throughout the disposal activities, there will be items placed on the Simulator Hall floor. Cables, FFMS components, scrap metal etc.	Personal injury	Moderate	Safety	Possible	Medium	Ensure Items are placed in skip bins as soon as they are removed. Do not leave Items on the floor unless absolutely necessary and if required, ensure they are placed carefully and out of the way of where personel will be moving.	Mitigation	Threat	Moderate	Rare	luni:	FSR	MS2: Clase Project
7	Aircraft Jacks	The Aircraft Jacks located at Oakey are required for use during the TVL MRH90 FFMS disposal. If these are not shipped on time it will impact the disposal activities.	Schedule delay	Major	Schedule	Possible	Hek	Request for the aircraft jacks must be made to the Commonwealth and shipped in timely manner prior to the end of the Phase Out period so they are available for the disposal timelrame.	Acceptance - Threat	Threat	Moderate	Rare	law	FSR	MS1: Power Off TVL MRH90 FFMS
8	Stand Down Delay	Someone in Defence concerned with the disposal/reuse in Museum /Something else application	Schedule delay	Moderate	Schedule	Unlikely	Medium	Ensure S&Q includes assumption in relation any delays out of CAE's control resulting in stand-down or schedule delays.	Mitigation	Threat	Moderate	Rare	Line	PM	MS2: Close Project
9	Securing of Work Area	If the work area is not secure and free access is available, personel not involved with the disposal may enter the work area.	Personal injury or damage to the facility	Moderate	Safety	Possible	Medium	Temporary Fending will be placed around the work area including the skip bins. Personel who want to enter the work area must first report to the FSR for access.	Acceptance - Threat	Thomas	Moderate	Rare	Limit	FSR	MS2: Close Project
10	Data Leak	Storages devices and other components containing secure information are being removed and may be disposed of in a matter that is considered secure	Data or components may be leaked . CAE recommended to have a dedicate Cyber resource on site to support tasks. This was declined by CoA	Moderate	Technical/Reputation	Unlikely	Medium	Ensure an NAID AAA third-party is involved with the secure destruction of secure components including storages devices. All other items must be rendered "beyond repair" prior to disposal.	Mitigation	Throat	Moderate	Rare	lon	PM/FSR	MS2: Close Project
ıı.	Resources	CAE does not have any staff located at the TVL MRH99 FFMS and require resources located elsewhere to travel to size for the duration of the disposal activities. If the resources are not available or if the Disposal start date changes, resources will not be able to commence work.	Schedule delay	Major	Schedule/Cost	Likely	High	Book resources in advance. Assumption based on Commonwealth direction is that Disposal activities will commence on 1 September 23. Book travel and accomadation as early as possible.	Mitigation	Threat	Major	Rare	Medium	PM	MS1: Power Off TVL MRH90 FFMS
12	Schedule Delay	Disposal activities may take longer than planned.	Schedule delay	Major	Schedule/Cost	Unlikely	Medium	Utilise Lessons Learned from Black Hawk FFMS Disposal. Same PM and FSR Involved in BH are carrying out the disposal activities for the MRH90.	Mitigation	Threat	Major	Rare	Medium	PM	MS2: Clase Project
13	Weather Events	Cyclone Season	Schedule delay / handling of items outside building	Major	Schedule/Cost	Possible	High	Cyclone season takes place from 1st November until the 30 April. A report will be available in October for further assessment. Eg. Managing scrap bins collection, isolation fences, access to premissee	Mitigation	Threat	Major	Rare	Medium	PM/FSR	MS2: Clase Project



# CAE Australia Pty Ltd Defence & Security

s47G s47G

s47G

Tel: s47G Fax: s47G E-mail: s47G

Web site: www.cae.com

CAE Ref: ASIST/MRH90/CO/030

10 July 2023

#### s47E(d)

Program Manager, ASMU Air Lift Systems Program Office (ALSPO) RAAF Base Richmond, Dight Street, NSW 2753, Australia

#### References:

- A. BM56807064 Letter from s47E(d) "MRH-90 FULL FLIGHT AND MISSION SIMULATOR (FFMS) TOWNSVILLE: WITHDRAWAL FROM AEROSPACE SIMULATOR INTEGRATED SUPPORT AND TRAINING (ASIST) CONTRACT" dated 27 Feb 2023
- B. CASG/ASD/CON15468/1 Aerospace Simulators Integrated Support and Training Contract
- C. S&Q MRH90 TVL Demilitarization\_Sanitization\_Dismantling and Disposal v1

Dear s47E(d),

#### Delivery of Additional Phase Out Plan for Townsville MRH90 FFMS

At Reference A, the Commonwealth provided CAE formal notification of the removal of the Townsville MRH90 FFMS ('the Device').

CAE is pleased to provide the Additional Phase Out Plan as an enclosure to this correspondence, for Commonwealth Approval in accordance with the provisions of Reference B. CAE notes that the DRAFT Additional Phase Out Plan for our subcontractor s47G is also included for Commonwealth awareness of interdependencies between s47G handback of facilities to CAE but is not intended for Commonwealth Approval.

CAE notes that certain activities within the Phase Out Register section will occur beyond cessation of Device operation on 31 Aug 2023, such as s47G final removal of all staff and material from the site, and the final inspection of the GFF Licensed area by CAE and the Commonwealth. Additionally, CAE notes that as the Milestone payment for completion of s47G services under CAE's subcontract is payable after the completion of their activities, and incorporation of this milestone in CCP006 has not yet occurred, CAE has now tendered this cost at Reference C, relating to the cessation of Device operation.



Lastly, CAE seeks Commonwealth confirmation that despite the cessation of Device operation on 31 Aug 2023, that the extant GFF License will remain in place until the completion of Disposal activities, and that the final inspection of the relevant GFF Licensed area by Commonwealth and CAE will occur after the completion of Disposal activities identified within the Additional Phase-out Plan and the Disposal S&Q.

Should you require any further information on this matter, please do not hesitate to contact me.

Yours sincerely,
s47F

s47F

Project Manager
CAE Australia Pty Ltd

#### **Enclosures:**

- 1. 91152-115-PLN\_01-00\_TownsvilleMRH90FFMSAdditionalPhaseOutPlan
- 2. MRH90 FFMS Townsville Phase out Plan (s47G For CAE Review\_v1



# CAE Australia Pty Ltd Defence & Security

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s47G

Tel: s47G Fax: s47G E-mail: s47G

Web site: www.cae.com

CAE Ref: ASIST/MRH90/CO/031

10 July 2023

#### s47E(d)

Program Manager, ASMU Air Lift Systems Program Office (ALSPO) RAAF Base Richmond, Dight Street, NSW 2753, Australia

#### References:

- A. BM56807064 Letter from s47E(d) "MRH-90 FULL FLIGHT AND MISSION SIMULATOR (FFMS) TOWNSVILLE: WITHDRAWAL FROM AEROSPACE SIMULATOR INTEGRATED SUPPORT AND TRAINING (ASIST) CONTRACT" dated 27 Feb 2023
- B. CASG/ASD/CON15468/1 Aerospace Simulators Integrated Support and Training Contract
- C. 91152-197-RPT\_02-00\_FFMS2SanitisationDemilitarisationandMarketAppraisal
- D. 91152-115-PLN 01-00 TownsvilleMRH90FFMSAdditionalPhaseOutPlan

Dear s47E(d)

#### S&Q for the Disposal of the Townsville MRH90 FFMS

Please find enclosed the Survey and Quote ('S&Q') for the conduct of Disposal activities associated with the removal of the MRH90 FFMS (the 'Device') from Townsville, as requested by the Commonwealth at Reference A.

CAE notes the following interdependencies:

- The scoping of Disposal activities is aligned with the findings detailed in the Sanitisation, Demilitarisation and Market Approval Report at Reference C.
- The completion of Phase Out activities set out at Reference D will occur in parallel with Disposal with final handback of Government Furnished Facilities occurring after completion of Disposal.

CAE notes that certain activities associated with Phase Out and Disposal will occur after cessation of Device operation on 31 Aug 2023. These costs (including continued facilities support from 1 Sep to 31 Dec 2023 and the s47G milestone payment due on completion of Phase Out activities) have been included in this S&Q. The Commonwealth may elect to include some of these costs as part of the upcoming CCP6 in lieu of payment via this S&Q. Early confirmation of the preferred approach would be appreciated to ensure CAE's drafting of CCP6 for Commonwealth review and approval can be completed.



Should you require any further information on this matter, please do not hesitate to contact me.

Yours sincerely,

s47F

s47F

Project Manager CAE Australia Pty Ltd

#### **Enclosures:**

- 1. S&Q MRH90 TVL Demilitarization\_Sanitization\_Dismantling and Disposal v1
- 2. S&Q MRH90 TVL Milestone Payment Schedule and Acceptance Criteria v1
- 3. 91152-197-RPT\_02-00\_FFMS2SanitisationDemilitarisationandMarketAppraisal

From: \$47F To: \$47E(d) Cc: \$47F(d)

Subject: 20230714 0945 - S47F S47E(d) MRH90 - Delivery of TVL MRH90 Additional Phase Out Plan and Associated

Deliverables

Date: Friday, 14 July 2023 9:45:53 AM

Attachments: image001.jpg

91152-115-PLN 01-00 TownsvilleMRH90FFMSAdditionalPhaseOutPlan.pdf

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Morning s47E(d)

You're right - I have now attached it to this email.

Thanks for your patience.

Kind regards

s47F | CAE Australia | Project Manager | M. s47F

From: s47E(d)

Sent: Friday, 14 July 2023 9:36 AM

To:s47F

Cc: \$47E(d) \$47F

s47E(d)

Subject: RE: MRH90 - Delivery of TVL MRH90 Additional Phase Out Plan and Associated Deliverables [SEC=OFFICIAL]

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#### **OFFICIAL**

#### s47F

It appears that the CAE Additional Phase Out Plan, 91152-115-PLN 01-00, was not part of the deliverable to us (we did receive Annex A to this document and the S47G sub-document).

Could you please supply us urgently with a copy of this document  $\ref{eq:condition}$ 

Thanks in advance.

Regards,

s47E(d)

Manager, Aerospace Simulator Management Unit (ASMU) Air Lift Systems Program Office (ALSPO)

Airlift & Tanker Systems Branch

**Department of Defence** | Capability Acquisition and Sustainment Group

s47E(d) | RAAF Base Amberley | AMBERLEY QLD AUSTRALIA 4306

s47E(d) M: s22 | E: s47E(d)



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From: s47F

Sent: Wednesday, 12 July 2023 3:52 PM

To: s47E(d) Cc: s47E(d) s47F

Subject: MRH90 - Delivery of TVL MRH90 Additional Phase Out Plan and Associated Deliverables

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(Added s47E(d) to list of recipients)

Good afternoon s47E(d)

Please find the attached list of documents associated with the Townsville MRH90 FFMS Phase out and Disposal:

- ASIST-MRH90-CO-031 Delivery of the S&Q for the Disposal of the Townsville MRH90 FFMS
  - Cover Letter to the delivery of the S&Q. This needs to be read alongside the S&Q as there is information within the S&Q which relates to CAE's Subcontractor **s47G** that is covered in the Cover Letter
- ASIST-MRH90-CO-030 Delivery of Additional Phase Out Plan
  - Cover Letter to the delivery of the APHOP
- 91152-115-PLN 01-00 TownsvilleMRH90FFMSAdditionalPhaseOutPlan
- MRH90 FFMS Townsville Phase out Plan s47G For CAE Review\_v1
- 91152-197-RPT\_02-00\_FFMS2SanitisationDemilitarisationandMarketAppraisal
- S&Q MRH90 TVL Demilitarization\_Sanitization\_Dismantling and Disposal v1
  - I have taken the liberty in filling out Section 1 of the S&Q which is the Service Request. Please review
    along with the remainder of the document to ensure my inputs are correct.
  - This document will be PDF'd and signed upon agreement with the Commonwealth
- S&Q MRH90 TVL Milestone Payment Schedule and Acceptance Criteria v1
- MRH90 TVL Dismantling and Disposal Schedule v1
- MRH90 TVL Dismantling and Disposal Risk Register v1
- 91152-115-PLN 01-00B Annex A

Keen to discuss these documents at your earliest convenience.



#### Defence FOI 669/23/24 Document 4

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Defence FOI 669/23/24 91152-115-PLN Issue: 01-00

# Aerospace Simulator Integrated Support & Training



MRH 90 Full Flight Mission Simulator

Plan

Townsville MRH90 FFMS Additional Phase Out Plan

Prepared for

The Commonwealth of Australia
Contract: CASG/ASD/CON15468/1

By
CAE Australia Pty Ltd

s47G

Australia





Prepared by:	s47F	Project Engineer
	s47F	Contracts Manager
Reviewed by:	s47F	MRH90 Platform Manager
	s47F	Program Manager
Approved by:	s47F	Air Combat & ISR Program Manager
	s47F	
Released by:		

# **List of Effective Pages**

The total number of pages in this document is 18, consisting of the following:

Pages i to iv.
Pages 1 to 12.
Pages A-1 to A-2.

# **Document Change History**

Issue	Date Issued	Reference	Change Title	
01-00	11 Jul 2023		Initial release	

# **Uncontrolled If Printed**



# 91152-115-PLN

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iv Issue: 01-00



#### 1.1 Identification

- This Additional Phase Out Plan (APHOP) details the CAE Australia Pty Ltd (CAE) activities associated with the Phase Out of the MRH90 Full Flight and Mission Simulator (FFMS) located in Townsville and related data.
- 2. Additional Phase Out means a Phase Out in relation to Services for the Townsville MRH90 FFMS. Phase Out means the set of activities undertaken by the Contractor and Commonwealth in respect of, and to prepare for, the associated reduction in scope of the Contract.
- 3. Disposal means a process used by the Contractor to dispose of Commonwealth Stock/Non-Stock Items and in this context, may simply be the transfer of items to an alternate Defence usage e.g. to support MRH90 FFMS (Oakey). The ongoing CoA requirement for continuity of Services to the MRH90 FFMS (Oakey) is recognised in this APHOP.
- 4. This APHOP is developed in accordance with the Australian Standard for Defence Contracting (ASDEFCON) Aerospace Simulator Integration Support & Training (ASIST) SOW Annex C DID-SSM-PHOP MGT-1300 Phase Out Plan.

# 1.2 Purpose

- 1. This APHOP aims to define the organisation and steps to plan, manage, conduct, monitor and report the Phase Out activities relating to the Townsville MRH90 FFMS.
- 2. Where an inconsistency between this APHOP and the ASIST Contract is identified, the ASIST Contract [5] shall have precedence. If necessary, the Project Manager shall bring the inconsistency to the attention of the Contract Authority in order to implement an appropriate Contract amendment or proposal.

#### 1.3 Constraints

- 1. The constraints on the APHOP include:
  - a. The MRH90 FFMS is located in Townsville where CAE does not have any in-house resources specifically allocated to its support and maintenance. CAE will collaborate with its subcontractor to prepare for and deliver the Phase Out activities associated with the Townsville FFMS. In relation to the Disposal Activities however, CAE will need to fly in resources to carry out the work on site. As a risk mitigator CAE may wish to engage \$47G under a separate agreement to supply resources if CAE is unable to due to unforeseen circumstances.

# 1.4 Assumptions

- 1. The following assumptions have been made:
  - a. The end of the Phase Out period is fixed at 31 Aug 2023 and will not change as this may have an impact to CAE's resources specifically relating to the disposal of the FFMS. A change to the end of Phase Out period may impact resource availability.
  - b. MRH90 FFMS (Townsville) usage will continue until COB of the end of the Phase Out period (31/08/2023).

# 1.5 Abbreviations / Acronyms

AFS Advanced Flight Simulator
AP-3C Lockheed AP-3C Orion

ASMU Aerospace Simulators Management Unit

ASIST Aerospace Simulator Integration Support & Training

APHOP Additional Phase Out Plan AVNCOMD Army Aviation Command

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CASG Capability Acquisition & Sustainment Group

CDRL Contract data Requirement List

CCP Contract Change Proposal
CoA Commonwealth of Australia

COB Close of Business

DACM the Army Director for Acquisition Career Management

DCC Data Control Centre (CAE)
DID Data Item Description

EMS Engineering Management System
ESC Engineering Support Contract
FFMS Full Flight and Mission Simulator
GFE Government Furnished Equipment
GFF Government Furnished Facilities
GFM Government Furnished Material

HR Human Resources

HOST Head of Simulation and Training

IAW In Accordance With

JSL Joint Special Licence

SCA Supply Customer Account

NAID National Association for Information Destruction

SSMP Support Services management Plan
PM&E Project Management & Engineering

PWD Planned Withdraw date

QMS Quality management System

RPT Report

SCA Supply Customer Account

S&Q Survey & Quote
SOW Statement of Work
TI Technical instruction

UPS Uninterruptable Power Supplies

#### 1.6 References

[1] 91152-197-RPT\_01-00A\_FFMS2 Sanitisation Demilitarisation and Market Appraisal.

[2] ASIST - SOW Annex C - DID-SSM-PHOP - MGT-1300 - Phase Out Plan.

[3] ASIST – Support Services Management Plan 98059-032-PMP.

[4] Commonwealth Letter reference number BM56807064 dated 27<sup>th</sup> February 2023.

[5] Aerospace Simulator Integrated Support & Training (ASIST) contract CASG/ASD/CON15468/1.

[6] Letter from the Commonwealth reference CAE/ASIST/20220224.

2 Issue: 01-00





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91152-115-PLN

[7] Email reference "MRH-90 Townsville & AP-3C Withdrawal from ASIST - CDRL Amendments".

[8] MRH90 FFMS Townsville Phase Out Plan – DRAFT (s47G Document).



# 2 Executive Summary

- Aviation Command (AVNCOMD) has issued a letter [4] to CAE to proceed with the cessation of MRH90 FFMS operations in Townsville following close of business on 31<sup>st</sup> August 2023. Additionally, DACM has approved the commencement of contractor-assisted disposal action from September 2023 under the direction of CASG.
- The Commonwealth has requested this APHOP and a draft CCP to be developed to plan and execute the phase out of all extant Townsville MRH90 FFMS related services including maintenance, operating and facility support from 1st September 2023.
- The Phase Out includes the following activities:
  - a. CAE to issue Contract Change Proposal (CCP006) which will include:
    - (1) Withdrawal of the Townsville MRH90 FFMS from the contract [5] dated 1st September 2023.
    - (2) Formalisation of the Townsville MRH90 FFMS Engineering Hours backlog settlement reference to letter [6].
    - (3) Formalisation of the s47G Engineering Support Contract (ESC) 'credit'.
    - (4) Townsville Phase Out cost associated with \$47G MRH90 subcontract.
  - CAE and the Commonwealth to agree on the Disposal of the simulator in accordance with the 91152-197-RPT\_01-00A\_FFMS2 Sanitisation Demilitarisation and Market Appraisal [1] which is currently in development.
  - Commonwealth to engage CAE for the execution of the disposal activities to take place in Townsville.
  - d. CAE to produce evidence on the disposal activities completed in Townsville including list of items destroyed, transferred or returned to the Commonwealth.
  - e. Return GFF Licenced Area in accordance with ASIST GFF obligations.
- 4. Within this APHOP, a Phase Out Register and Phase Out Schedule will provide direction to how and when the phase out activities will be completed by the associated stakeholders. These items will be the key tools used to execute the Phase Out and will also be used to keep the Commonwealth informed of progress on a regular basis.
- 5. CAE will provide a recommendation relating to all Government Furnished Equipment (GFE) and Government Furnished Material (GFM) in regards to whether each item should be transferred to the Facilities in Oakey, transferred to another simulator site, returned to the Commonwealth or destroyed. A detailed list of items and their storage location in Oakey (if applicable) will be presented within report 91152-197-RPT\_01-00A\_FFMS2 Sanitisation Demilitarisation and Market Appraisal.
- Training on the Oakey FFMS will continue during the Phase Out/Disposal periods for the Townsville FFMS. With this in consideration, CAE will not Phase Out any engineering documentation or systems required for the Townsville and Oakey FFMS.
- Any CDRL updates specifically relating to the Townsville MRH90 will be addressed with the Phase Out of the AFS AP-3C in early 2024 for efficiency of commercial efforts by both the Commonwealth and CAE as directed by ASMU direction [7].
- 8. CAE will collaborate with \$47G to ensure their Phase Out activities are carried out in accordance with the \$47G DRAFT Phase Out Plan [8]. \$47G will require 1-week post-Phase Out to pack up their items, ship them from site and tidy up the facility.



# 3 Phase Out Organisation Chart

 CAE have set up a structure to manage the Phase Out activities and this is depicted in the organisational chart below.

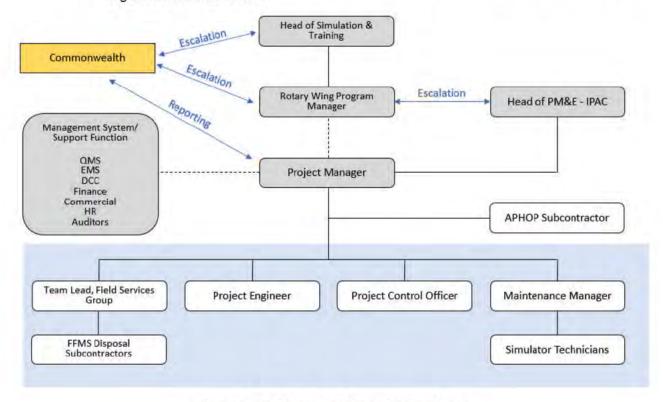


Figure 3-1 - Phase Out Organisation Chart

Table 3-1 - Roles and Responsibilities

Role	Responsibilities		
Head of Simulation & Training	The HOST is the ASIST Accountable Manager, who has the overall responsibility for ensuring that programs are executed in accordance with the contract.		
Program Manager	The Program Manager is accountable for the Phase Out of the simulator. They will also be the secondary point of contact for the Commonwealth.		
Head of PM&E - IPAC	The Head of PM&E – IPAC will act as an internal escalation point within CAE as per the Organisation Chart.		
Project Manager	The Project Manager is responsible for the delivery of the Phase Out, in particular the role entails the management of:  Resources and schedule. Risks. Scope and Estimates. Communication (internally and with the Commonwealth). The Phase out Plan Execution. Project Governance. Issues and Action Management. They will also act as the primary point of contact for the Commonwealth.		
Project Engineer	The Project Engineer will ensure the Engineering Work Plan is consistent with the proposed plan and identify any discrepancies to the Project Manager.		



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Role	Responsibilities  The Maintenance Manager is responsible for supplying the resources on-site for the disposal of the Simulator. Any hard copy records including maintenance records on site will be provided to the Commonwealth by the Maintenance Manager in accordance with the MRH90 FFMS2 Disposal S&Q.		
Maintenance Manager			
Team Lead, Field Services Group	The Team Lead, Field Services Group is responsible for all on-site activities relating to the disposal of the simulator including sourcing and management of disposal subcontractors such as skip, fence and plant hire. They will also take responsibility for complex tasks which will take place on site such as forklift and crane activities and mylar/dome removal. The Team Lead, Field Services Group will also conduct the daily pre-start meetings and document them for storage on CAE's filing system for record keeping and auditing purposes.		
	The Team Lead, Field Services Group is also responsible for the site-based facility and security liaison in regards to coordinating road closures if required.		
Simulator Technicians	Simulator Technicians will be responsible for the labour tasks associated with the disposal of the simulator on-site.		
Project Control Officer	The Project Control Officer will manage contractor invoices for record keeping purposes, generate invoice/s and assist the Project Manager in regards to governance, data management and reporting.		

# 3.1 Key Personnel

 CAE has identified the following roles as being key personnel for the Townsville MRH90 FFMS Phase Out:

a. s47F – Project Manager.b. s47F - Program Manager.

# 3.2 Approved Subcontractors

1. CAE will engage \$47G as a subcontractor for the Townsville MRH90 FFMS. As part of the subcontractor agreement, \$47G will carry out any Phase Out activities which relate to their workshare. These activities are listed in the table below.

Table 3-2 - Subcontractor and Proposed Activities

Identified Subcontractor OR Services to be subcontracted	Activities		
s47G	Prior to 01 Sep 23, conduct physical audits for GFM, GFF and GFE and upon completion, transfer to CAE. s47G role post-Phase Out is to remove, pack up and ship their own items from B0808, in accordance with s47G GFF obligations to CAE.		



#### 4 Phase Out Overview

1. This section provides an overview of those tasks and activities and how CAE intend to conduct them successfully.

# 4.1 Contract Change Proposal

 CAE shall submit a Contract Change Proposal (CCP) to the Commonwealth for execution prior to the PWD.

# 4.2 Integration of Phase Out Activities with Simulator Withdrawal activities

- 1. Each activity associated with the withdrawal of the simulator has been analysed and will be completed in sequence in accordance with the Phase Out Register.
- 2. In accordance with CAE's FFMS2 Sanitisation Demilitarisation and Market Appraisal Report [1], the Townsville MRH90 FFMS will be reused to support the Oakey MRH90 FFMS, other ADF simulators or broken down into parts for sale or destruction. CAE will request the Commonwealth to confirm/agree to recommendations proposed by CAE in the report so CAE can action the recommendations within a reasonable time.
- 3. Upon completion of the simulator disposal and any associated storage activities, the FFMS facility (Building 808, RAAF Townsville) will be maintained as described in the GFF licence [5] including cleaning prior to handing back to the Commonwealth.



### 5 Detailed Phase Out Activities

Table 5-1 - Detailed Phase Out Activities

Activity Title	Method of Phase Out	Timeframe
Operational Support	Operational Support will continue until the end of the Phase Out timeframe.	COB 31/08/2023
Engineering Services	The Engineering Services are shared between the Townsville and Oakey FFMS. These services will remain ongoing to support operations for the Oakey MRH90 FFMS.	Continued
Maintenance Support	Maintenance support will continue until the end of the Phase Out timeframe.	COB 31/08/2023
Supply Support	Current stores are adequate to sustain the operation of the device until the end of the Phase Out timeframe.	COB 31/08/2023
Training and Training Support	Training Support will continue until the end of the Phase Out timeframe.	COB 31/08/2023
Support Resources	Support Resources are shared between the Townsville and Oakey FFMS. These services will remain ongoing to support operations for the Oakey MRH90 FFMS.	Continued
Subcontractor Arrangements	CAE's subcontractor agreement with its subcontractor located on-site s47G will continue until the end of the Phase Out timeframe.	COB 31/08/2023
Contract Deliverables relating to the Townsville FFMS including PSSRs, sim usage etc.	Any CDRL updates specifically relating to the Townsville MRH90 will be addressed with the Phase Out of the AP-3C in early 2024 for efficiency of commercial efforts by both the Commonwealth and CAE as directed by ASMU direction [7]	Early 2024

- Details of the Dismantling of the Townsville MRH90 FFMS are covered in the Report 91152-197-RPT\_01-00A\_FFMS2 Sanitisation Demilitarisation and Market Appraisal.
- CAE and the Commonwealth have agreed to maintain existing configuration documentation, TI
  (including TI lodged in escrow), IP Plans etc. pertaining to the Townsville MRH90 FFMS until the
  complete Phase out and Disposal of the Oakey MRH90 FFMS1.
- Subcontractor Arrangements CAE will request \$47G | de-establish maintenance and support service level agreements with approved local suppliers, which are listed below by the 31st August 2023. CAE shall establish support service agreements with these suppliers directly for the duration of the disposal.
  - a. Facility air-conditioning;
  - b. Power conditioning / no break capability (UPS); and
  - c. Facility fire warning and suppression systems.



# 6 Phase Out Register

Table 6-1 - Phase Out Register

ID # (a)	Description of the Activity (b)	Outline Of The Tasks (c)	Priority Of The Activity (d)	Individual Responsible (e)	Other Parties Involved (f)	Timeframes (g)	Risk (h)	Action Items (i)
1	Deliver Report (91152-197-RPT)	FFMS2 Sanitisation Demilitarisation and Market Appraisal and Disposal	High	CAE Project Manager	CAE / CoA	12 weeks		
2	Deliver S&Q for the activities in Townsville	Quote for the Dismantling & Disposal activities	High	CAE Project Manager	CAE / CoA	12 weeks		
3	CoA Approve Report (91152-197- RPT)	Review, Updated and Approval	High	CoA Logistics Authority	CAE / CoA	2 weeks		
4	CoA to provide a signed S&Q Order	Disposal S&Q Order including Disposal Directive	High	CoA Logistics Authority	CAE / CoA	2 weeks	Delays in engagement could result in costs variation and resource issues.	CoA to engage CAE not later than the 24 <sup>th</sup> July 2023
5	Kick-off meeting between CAE and the Commonwealth	Obtain clarification on outstanding matters and confirm schedule	Low	CAE Project Manager	CAE / CoA	1 day	1	
6	CoA/CAE GFM, GFF audit (Townsville)		Low	CAE Project Manager	CAE / CoA / s47G	4 days		
7	CAE to Execute Onsite Disposal process	Activities outlined in Report (91152-197-RPT)	High	CAE Project Manager	CAE / CoA	8 weeks		
8	WHS internal audit	Visit to site from the CAE safety auditor	Low	CAE Project Manager	CAE / CoA	4 days		
9	s47G to pack up and ship their items and tidy facility	Hand over to CAE	Low	CAE Project Manager	CAE \$47G	1 week		
10	Hand over Building 808, RAAF Townsville to the CoA	CAE to inspect building, confirm all tasks have been completed and hand over to CoA	High	CAE Project Manager	CAE / CoA	1 day		

	U
	1
C	5

Action Items (i)		
Acti		
Risk (h)		
Timeframes (g)	13 Weeks	4 weeks
Other Parties Timeframes Involved (g)	CAE / CoA	CAE/ CoA
Individual Responsible (e)	CoA Logistics Authority	CAE Project Manager
Priority Of The Activity Responsible (d)	Low	High
Outline Of The Tasks (c)	A period of contingency for storage, cleaning if unforeseen issues arise during the execution of the Disposal	Collect evidence of completion tasks
Description of the Activity (b)	11 Building RAAF Townsville contingency storage period, facility deep clean and handed back to the Commonwealth	12 CAE to issue Certification of Disposal and list of Transferred HW
(a)	£	12

10



# 7 Phase Out and Disposal Schedule

Table 7-1 - Phase Out and Disposal Schedule

Task Name	Duration	Start	Finish
Deliver Report (91152-197-RPT) FFMS2 Sanitisation Demilitarisation and Market Appraisal and Disposal	12 weeks	17/04/2023	07/07/2023
Deliver S&Q for the activities in Townsville	12 weeks	17/04/2023	7/07/2023
CoA Approve Report (91152-197-RPT)	2 weeks	24/07/2023	21/07/2023
CoA to provide a signed S&Q Order (Disposal S&Q Order including Disposal Directive)	2 weeks	24/07/2023	21/07/2023
Kick-off meeting between CAE and the Commonwealth	1 day	21/07/2023	21/07/2023
CoA/CAE GFM, GFF audit (Townsville)	4 days	01/08/2023	04/08/2023
CAE to Execute Onsite Disposal process	8 weeks	01/09/2023	27/10/2023
s47G to pack up and ship their items and tidy facility	1 week	01/09/23	05/09/23
WHS internal audit	4 days	04/09/2023	07/09/2023
Hand over s47E(d) , RAAF Townsville to the CoA	1 day	27/10/2023	27/10/2023
s47E(d) , RAAF Townsville contingency storage period, facility deep clean and handed back to the Commonwealth. This is an option offered by the CoA	13 Weeks	31/08/2023	30/11/2023
CAE to issue Certification of Disposal and list of Transferred HW	4 weeks	30/10/2023	24/11/2023

#### 8 Phase Out Governance

- 1. CAE will provide the Commonwealth with a weekly status update of progress made against the Phase Out Register and Schedule in the form of a meeting/virtual meeting. Normal monthly reporting on Phase Out/Disposal will occur via PSSR/PSPR. The updates will include circumstances where Phase Out/Disposal milestones are achieved or activities significantly vary from the activities described in the approved APHOP/91152-197-RPT\_01-00A\_FFMS2 Sanitisation Demilitarisation and Market Appraisal report, including circumstances where the CAE or the Commonwealth identifies:
  - a. significant changes to the approach during the disposal activities: and
  - b. significant risks or issues (risks that have been identified as 'high' or 'severe') as they arise during the Phase Out period.
- A kick-off meeting between CAE and the Commonwealth with take place within the first two weeks CAE is engaged for the disposal activities.
- Ad hoc meetings will occur on an as needed basis throughout the duration of the Phase Out
  activities. CAE may wish to hold a meeting or meetings with the Commonwealth to confirm
  actions which require Commonwealth direction (safety/WHS, transfer of GFM, item
  destruction or sale for example).

#### 9 Audit

- 1. Prior to work starting, CAE will perform a site safety audit to ensure that any Workplace Health and Safety risks are addressed. The results will be communicated with the relevant parties and programs including the contract authority and AASPO.
- 2. CAE will work together with s47G and the Commonwealth to undertake the audits of GFM, GFF, GFE, any other sparing and JSL plant. The Commonwealth has obtained stakeholder agreement that this activity is planned to be conducted 1-4 Aug 23. A CAE representative who will go on to be involved in the MRH FFMS Disposal will be present for this audit.



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# 10 Risks

1. CAE have documented a number of risks associated with the phase out activities of the simulator. These can be found in the Risk Register – Annex A.

12 Issue: 01-00



# Annex A

# **Risk Register**

A-1 Issue: 01-00





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A-2 Issue: 01-00

From: s47E(d)
To: s47F

Cc: s47F ;s47E(d)

Subject: 20230718 0855 - [s47E(d) s47F ] MRH-90 Townsville Disposal S&Q Response

Date: Tuesday, 18 July 2023 8:55:05 AM

Attachments: 230718 - letter - ASMU CAE - BM61949150 - CoA to CAE - MRH-90 S&O Query (final).pdf

# OFFICIAL

s47F

Please find attached a letter in relation to the recently received S&Q package for the disposal of the MRH-90 FFMS from Townsville.

Your urgent attention to this response is appreciated.

Regards,

#### s47E(d)

Manager, Aerospace Simulator Management Unit (ASMU) Air Lift Systems Program Office (ALSPO) Airlift & Tanker Systems Branch

Department of Defence | Capability Acquisition and Sustainment Group

s47E(d) | RAAF Base Amberley | AMBERLEY QLD AUSTRALIA 4306

T: S4/E(d) | M: S22 | E: S47E(d)

has sent you a copy of "230718 - letter - ASMU/CAE - BM61949150 - CoA to CAE - MRH-90 S&Q Query (final)" (BM61966730) v6.0 from Objective.

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AEROSPACE SYSTEMS DIVISION

AIR LIFT SYSTEMS PROGRAM OFFICE (ALSPO)

AEROSPACE SIMULATOR MANAGEMENT UNIT (ASMU)

#### BM61949150

18 July 2023

CAE Australia Pty l	Ltd (ABN 16 066 670 522)
Attn: s47F	
Project Manager	
s47F	

via email to: \$47F

Dear s47F

AEROSPACE SIMULATOR INTEGRATION SUPPORT & TRAINING (ASIST) CONTRACT (THE 'CONTRACT') - RESPONSE TO S&Q FOR THE DISPOSAL OF THE TOWNSVILLE MRH90 FFMS

#### **References:**

- A. Aerospace Simulator Integrated Support & Training (ASIST) Contract ('the Contract') CASG/ASD/CON15468/1 [BM52505607]
- B. Letter from s47F to s47E(d) S&Q for the Disposal of the Townsville MRH90 FFMS (the 'Device'), dated 10 July 2023 (CAE Ref: ASIST/MRH90/CO/031) [BM61954247]
- C. Annex A: Quote for Survey and Quote Services (draft disposal S&Q), enclosed at Reference A [BM61955359].
- 1. We refer to the above Contract (at **Reference A**) and the letter sent by CAE Australia Pty Limited (CAE-A) to the Commonwealth in respect to the Survey and Quote ('S&Q') for the Disposal of the Townsville MRH-90 FFMS ('the Device') (at **Reference B**).

# OFFICIAL

- 2. CAE-A sought the Commonwealth's position in relation to a Subcontractor (\$47G) payment. The Commonwealth cannot locate any provisions within Reference A which provide for any such Contractor (or Subcontractor) payment.
- 3. Further, the Commonwealth refers to *Part 2, Section 6, Subcontracts* of Annex A: Quote for Survey and Quote Service (at **Reference C**) and its reference to the disposal of the Device. The Commonwealth asks CAE to remove the s47G Subcontractor cost in the amount of s47G and resubmit the Disposal S&Q to the Commonwealth for its consideration.
- 4. Please be advised, any further delay to the MRH-90 FFMS Townsville disposal process will significantly increase the scheduled risk to the planned deployment of L4503 (Apache) training devices into Building 808 at RAAF Base Townsville.
- The Commonwealth looks forward to receiving the draft CCP006 and continuing its
  productive relationship with CAE-A in respect of the Aerospace Simulators, supported
  under the ASIST Contract.

Yours sincerely,
s22
s47E(d)
Manager, Aerospace Simulator Management Unit (ASMU)
Air Lift Systems Program Office (ALSPO)
Capability Acquisition and Sustainment Group
s47E(d)
s47E(d)

From: To: Cc:

s47E(d)

20230720 1654 - **s47F s47E(d)** Thursday, 20 July 2023 4:55:04 PM Subject: MRH-90 Townsville Disposal S&Q Response

Date:

Attachments: image002.png

ASIST-ASMU-CO-056 - AEROSPACE SIMULATOR INTEGRATION SUPPORT & TRAINING (ASIST) CONTRACT (THE 'CONTRACT') -

RESPONSE TO S&Q FOR THE DISPOSAL OF THE TOWNSVILLE MRH90 FFMS.pdf

EXTERNAL EMAIL: Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Good afternoon s47E

Please see attached CAE's response to the letter you sent through on 18 Jul to s47F regarding Townsville MRH90 FFMS disposal.

CAE will continue progressing the associated deliverables as a priority, while remaining in close contact with the Commonwealth.

Kind regards,





s47F

Contracts Manager, Commercial & Legal, APAC

T. +s47F

#### CAE

cae.com

#### CONFIDENTIALITY NOTICE

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# Defence FOI 669/23/24 CAE Australia Pty Ltd Document 6

s47F s47F s47F s47F lei: s47F Fax: s47F E-mail: s47F Web site: www.cae.com

CAE Ref: ASIST/ASMU/CO/056

20 July 2023

#### s47E(d)

Program Manager, ASMU Air Lift Systems Program Office (ALSPO)

Dear s47E(

AEROSPACE SIMULATOR INTEGRATION SUPPORT & TRAINING (ASIST) CONTRACT (THE 'CONTRACT') - RESPONSE TO S&Q FOR THE DISPOSAL OF THE TOWNSVILLE MRH90 FFMS

#### References:

- A. Aerospace Simulator Integrated Support & Training (ASIST) Contract ('the Contract') CASG/ASD/CON15468/1
- B. Letter from s47E(d) to s47F , Aerospace Simulator Integration Support & Training (ASIST) Contract (The 'Contract') Response To S&Q For The Disposal Of The Townsville MRH90 FFMS, dated 18 July 2023 [BM61949150]
- C. Quote for Survey and Quote Services (draft disposal S&Q) [BM61955359]
- CAE refers to the Contract at Reference A and the letter sent by the Commonwealth at Reference B.
- CAE acknowledges the Commonwealth's request to amend CAE's draft S&Q quote (Reference C).
- 3. While the s47G Subcontractor cost of s47G is a significant cost borne by CAE in the completion of Phase Out and potential disposal activities related to Townsville MRH90 FFMS withdrawal, CAE agrees to remove this cost within the draft S&Q quote, in the spirit of maintaining an enduring and productive relationship with the Commonwealth under the Contract.
- 4. CAE's agreement to remove the cost described in the above paragraph is conditional upon the Commonwealth agreeing to hold negotiations as part of CCP006 to the Contract, specifically in relation to any costs described by clause 13.4.3(b) of the Contract resulting from the early reduction of scope for the MRH90 platform.
- CAE looks forward to receiving the Commonwealth's acknowledgment of this communication and will endeavour to submit a draft of CCP006 as soon as possible.

Yours sincerely

s47F

s47F

Contracts Manager
CAE Australia Pty Ltd

From: s47F

To: s47E(d); s47E(d)

Cc: s47F ;s47E(d) s47F

Subject: \$47 E | \$47F | \$47F | \$47E(d) | \$47E(

Date: Friday, 21 July 2023 4:08:55 PM

Attachments: S&O - MRH90 TVL - Demilitarization Sanitization Dismantling and Disposal v2.docx
S&O - MRH90 TVL - Milestone Payment Schedule and Acceptance Criteria v2.docx

# **EXTERNAL EMAIL:** Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Good afternoon s47E(d)

Please find the attached and updated S&Q (and associated Milestone Payment Schedule) for the TVL MRH90 FFMS Disposal.

Looking forward to working collaboratively on this so CAE can commence the Disposal activities on 1 September.

Thanks and have a great weekend.

#### Kind regards

s47F | CAE Australia | Project Manager | M. s47F

From: s47F

Sent: Tuesday, 18 July 2023 10:21 AM

To: s47E(d) Cc: s47F

s47E(d)

Subject: RE: MRH-90 Townsville Disposal S&Q Response [SEC=OFFICIAL]

Good morning s47E(d)

Just letting you know that this Letter has been received and acknowledged.

#### Kind regards

s47F | CAE Australia | Project Manager | M. s47F

----Original Message----

From: s47E(d)

Sent: Tuesday, 18 July 2023 8:55 AM

To: **s47F** Cc: **s47F** 

s47E(d)

#### s47E(d)

Subject: MRH-90 Townsville Disposal S&Q Response [SEC=OFFICIAL]

ATTENTION : Ce courriel provient de l'extérieur de l'organisation. Ne cliquez pas sur les liens ni sur les pièces jointes à moins que vous reconnaissiez l'expéditeur et que vous sachiez que le contenu est sûr.

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

#### OFFICIAL

#### s47F

Please find attached a letter in relation to the recently received S&Q package for the disposal of the MRH-90 FFMS from Townsville.

Your urgent attention to this response is appreciated.

Regards,

#### s47E(d)

Manager, Aerospace Simulator Management Unit (ASMU) Air Lift Systems Program Office (ALSPO) Airlift & Tanker Systems Branch

\_\_\_\_\_

Department of Defence | Capability Acquisition and Sustainment Group s47E(d) | RAAF Base Amberley | AMBERLEY QLD AUSTRALIA 4306

T: s47E(d) | M: s22 | E: s47E(d)

**s47E(d)** has sent you a copy of "230718 - letter - ASMU/CAE - BM61949150 - CoA to CAE - MRH-90 S&Q Query (final)" (BM61966730) v6.0 from Objective.

IMPORTANT: This email remains the property of the Department of Defence. Unauthorised communication and dealing with the information in the email may be a serious criminal offence. If you have received this email in error, you are requested to contact the sender and delete the email immediately.

Defence FOI 669/23/24 Document 7 AL2 DID-SSM-S&Q-V4.0

CONTRACT: CASG/ASD/CON15468/1

# ANNEX A: QUOTE FOR SURVEY AND QUOTE SERVICES



A.B.N. 68 706 814 312

# REQUEST FOR QUOTATION FOR S&Q SERVICES

Quotation No:	
File Reference	
Contract No:	CASG/ASD/CON 15468/1
Quotation due	
Time:	1
Date:	

# Contact details:

Contractor Conta s47F Program Manage s47E( , 10SQN SA 5111		Commonwealth Contact Officer: s47E(d) AASPO ASIST Contract Logistics Authority Delegate Victoria Barracks Brisbane D1-G-015 Brisbane QLD 4000				
Phone: s47F		Phone: s22				
E-mail: s47F		E-mail: s47E(d)				
Contractor's deta CAE Australia Pt s47F	ils (Company name and address) y Ltd.	Commonwealth Representative or Authorised Officer: s47E(d) PM AASPO-ACTSS AASPO-Training Systems Victoria Barracks Brisbane D1-G-004 C/O Gallipoli Bks Mail Centre				
ACN:	ABN: 16 066 670 522	Enoggera QLD 4051				
identified below		Annex C (if specified), or to an alternative location, if				
By post to:						
Security Classi	fication:					
Official						

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CONTRACT: CASG/ASD/CON15468/1

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PART 1 (S&Q Request): To be completed by the Commonwealth Representative, unless otherwise specified as to be completed by the Contractor.

	SECTION 1 – S&Q SERVICE REQUEST					
Title:	MRH90 FFMS Townsville – Demilitarization, Sanitization, Dismantling and Disposal	Revision No.: 1				

AL2 DID-SSM-S&Q-V4.0

#### 1. References

- 230227 letter ASMU\_CAE BM56807064 MRH-90 FFMS Townsville Withdrawal from ASIST Contract
- 2. 91152-197-RPT 01-00A FFMS2 Sanitisation Demilitarisation and Market Appraisal Report
- 3. 91152-115-PLN 01-00B TownsvilleMRH90FFMSAdditionalPhaseOutPlan

# 2. Background

The Australian Defence Force (ADF) operates a fleet of MRH90 Taipan multi-role troop transport helicopters, a variant of NH Industries' NH90 platform. The MRH90s were acquired by the Commonwealth for use by the Australian Army and the Royal Australian Navy (RAN) under Project AIR9000 Phases 2, 4 and 6. The acquisition program included the procurement of two Level-D accredited FFMSs. The original equipment manufacturer (OEM) of the FFMSs was Helicopter Training Media International (HTMI), a consortium comprising CAE Inc., \$47G and \$47G

Description of the Service to be provided:

The first FFMS was delivered to the Army Aviation Training Centre (AAVnTC) at Oakey, Queensland and formally accepted in August 2013. The second FFMS was delivered to the 5th Aviation Regiment, Townsville, in May 2014 and formally accepted into service in November 2014. In-service support was awarded to CAE Australia Pty Ltd under the provisions of the Management and Support of Australian Defence Force Aerospace Simulators (MSAAS) Contract (CAPO 338422).

Aviation Command (AVN COMD) has approved the cessation of MRH90 Full Flight and Mission Simulator (FFMS) operations in Townsville following close of business on 31 August 2023. Additionally, DACM has approved the commencement of contractor-assisted disposal action from September 2023 under the direction of CASG [1].

# 3. Service Description:

The Activities can be summarised as follows:

- Reusable components: Remove the components that can be re-used by other ADF devices with first preference given to the MRH90 FFMS located in Oakey. With approval from the Commonwealth, transfer the reusable components to the appropriate locations.
- Sanitisation: Execute Sanitization of Hardware, Software and Documents, in accordance with the end destination and cyber security requirements.
- Dismantling: Dismantle the TVL MRH90 FFMS.
- Disposal: Dispose of Hardware, Software and Documentation pertaining to the TVL MRH90 FFMS.

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	Nature / category gineering investiga amage repair, item p	tion, Major Change,		platform / site to which the ervice relates:		iest date:	Service completion date:	Commonwealth Mandated GFM (yes / no):	Commonwealth Mandated GFF (yes / no):	Contract SOW / DSD clause reference	
Disposa	hisposal Activities MRH90 FFMS Townsville		MRH90 FFMS Townsville		01/09/2023		27/10/2023	Yes	Yes	N/A	
				SECTION 2 - REQU	IRED D	LIVE	RABLES				
Line No.	Part No. / NATO Stock No. (if applicable)	Desc	ription	Type of Item (e.g., Stock Item, Technical Data, Reports, Software)	Qty		verable Acceptance Approval criteria	Delivery D	Date Del	ivery Location	
1	N/A	Supplies Accep	otance Certificate	Form	1		SG001	12 weeks f commencer of works	nent s47E	Electronically via 7E(d)	
2	N/A	Certificate of	of Destruction	Reports	~3-5	Nil		12 weeks f commencer of works	ment s47E	ectronically via E(d)	
				SECTION 3	- PRICE	BASIS	S				
Not-To- Price B	ice Basis:   Exceed  asis:  nation of above:	(reimbursemen	t of the labour, ma	or Acceptance of Services / De terials, Subcontract, and other to the Approved S&Q Quote)		3	For an S&Q Service following categories - Labour hours & ass	/ elements of the S&	Q Service shall be	d (NTE) price basis, the firm priced:	
			SECTION 4	- COMMONWEALTH R	EPRESE	NTAT	IVE'S AUTHORIS	SATION			
_	d for and on beha mmonwealth of										
		(signa	ature)		(print na	me and	position)		(dat	te)	

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PART 2 (S&Q Quote): To be completed by the Contractor, unless otherwise specified as to be completed by the Commonwealth.

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# **SECTION 5 - APPROACH AND RESOURCES**

CONTRACT: CASG/ASD/CON15468/1

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#### 4. Attachments:

- A. MRH90 TVL TR274 Dismantling Schedule
- B. S&Q MRH90 TVL Milestone Payment Schedule and Acceptance Criteria

#### 5. Work Breakdown

- 1. CAE will conduct the series of Sanitisation, Demilitarisation and Disposal activities captured within the Contract Master Schedule (CMS) [A].
- The activities will be carried out in accordance with 91152-197-RPT\_01-00A\_FFMS2 Sanitisation Demilitarisation and Market Appraisal [2].

# 6. Project Team

- 1. The Project Team will be led by the Project Manager. The Project Manager will be accountable for the overall project execution and will act as the primary point of contact between CAE and the Commonwealth.
- 2. A site-based lead will be appointed to ensure the work on site is carried out in accordance with the project execution documentation. The Team Lead, Field Services Group will presume this role and will coordinate the day-to-day activities which will take place in relation to the disposal of the TVL FFMS. The Team Lead, Field Services Group will also act as a site-based point of contact for the Project Manager. The Team Lead, Field Services Group will also be responsible for the site-based Health, Safety and Environmental considerations and management. The Team Lead, Field Services Group will act as a secondary point of contact between CAE and the Commonwealth if required.

# 7. Project Management

- 1. The Contractor shall invoice the Commonwealth in accordance with the Payment Schedule and Acceptance Criteria in accordance with Attachment B of this S&Q.
- 2. The Contractor shall manage Risks in accordance with the Approved PMP under the ASIST contract. The Risk Register shall identify programmatic and technical risks including planned mitigations for the project life identified within the 91152-197-RPT\_01-00A\_FFMS2 Sanitisation Demilitarisation and Market Appraisal Report [2].
- 3. The Contractor shall manage Issues in accordance with the Approved Sanitisation Demilitarisation and Market Appraisal Report [2].
- 4. The Contractor acknowledges that the objective of conducting Issue management is to ensure that significant Issues are addressed in a timely manner.

# Work plan

CONTRACT: CASG/ASD/CON15468/1

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5. The Contractor shall deliver a CMS [A] as an attachment to this S&Q and will provide updates to this CMS as the dismantling activities are conducted, on a weekly basis.

# 8. Assumptions

- 1. CAE shall receive a signed Purchase Order no later than 24 July to allow CAE to prepare for the execution activities planned to start on 1 September which includes activities such as booking travel, shipping of equipment from Oakey to Townsville etc.
- 2. CAE and the Commonwealth have agreed to maintain existing configuration documentation, TI, IP Plans etc. pertaining to the TVL MRH90 FFMS until the Phase Out and Disposal of the OAK MRH90 FFMS.
- 3. The end of the Phase Out period is fixed at 31 Aug 23 and will not change as this may have an impact on CAE's resource availability whom specifically relate to the disposal of the FFMS.
- 4. TVL MRH90 FFMS usage will continue until COB of the end of the Phase Out period (31/08/23).
- 5. Access will be granted in the immediate vicinity of B808 for the placement and removal of plant and equipment (including skip bins and a shipping container) for the duration of the project.
- 6. CAE Direct Labour costs are IAW the ASIST contracted rates and are Firm-Fixed-Price.
- 7. Direct material costs, subcontractor and Travel & Living (T&L) expense costs are based on estimates from quotes with some contingency applied. The Commonwealth will be charged on actual costs plus standard ASIST mark-up and profit at the end of the project. Prices provided are to be treated as a Not To Exceed (NTE) price.
- 8. The priority for the reuse of components is to support the OAK MRH90 FFMS operations until (for planning purposes) late 2026.
- Any other components deemed usable for other sites (CAE managed or other) will be transported for storage at Oakey and transferred to the Commonwealth for consideration at a later date.
- 10. The TVL MRH90 FFMS will not undergo a testing regime to ensure any components removed for reuse are in working condition prior to dismantling.
- 11. Components will not be tested to ensure they are in a working state before returning to the Commonwealth.
- 12. CAE are conducting a site audit in collaboration with the Commonwealth prior to the end of the Phase Out period. If the audit uncovers any unexpected or unforeseen issues that require additional time or effort to resolve during the Disposal, the Disposal Schedule may be impacted.
- 13. A kick off meeting shall take place within the initial weeks of CAE engagement. The Commonwealth representative will be invited to attend meeting.

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#### 9. Constraints

- The TVL MRH90 FFMS is located in Townsville where CAE does not have any in-house resources specifically allocated to its support and maintenance. CAE will need to fly in resources to carry out the work on site. As a risk mitigator CAE may wish to engage \$47G under a separate agreement to supply resources if CAE is unable to due to unforeseen circumstances.
- Spring School Holidays are taking place between 16 September and 2 October 2023. Accommodation availability is likely to be impacted by the School Holiday period and as such, may impact CAE's ability to supply resources during this period. CAE will endeavour to book all accommodation as early as possible to ensure the required resources are available however if sufficient accommodation is not available, the Disposal Schedule may be impacted.

#### 10. GFF Licence

1. CAE have included costs associated with maintaining the GFF (air-conditioning, fire suppression system etc.) within this S&Q. The timeframe of cover is between 1 September 2023 and 31 December 2023.

# 11. Pricing

- Prices are inclusive of CCP004. 1.
- In regards to S&Q pricing which relates to Simulator Technician hours, the Commonwealth will only be charged for Simulator Technicians assigned to this Project who are not already being paid for by the Commonwealth under ASIST. In the cases where current ASIST Simulator Technicians are being utilised for the purposes of the Disposal Activities, the Commonwealth will not be charged but their estimated Level of Effort will be shown in Section 6 for clarity of resource needs.

#### 12. Risks

A Risk Register has been updated and provided with the 91152-115-PLN 01-00B\_TownsvilleMRH90FFMSAdditionalPhaseOutPlan [3].

### 13. Exclusions

Nil. 1.

# Adverse Impact

Nil

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GFM	Item description	Qty	Delivery Date and	Return Date and	Remarks/ Intended	TO BE COMPLETED BY THE COMMONWEALTH		
	(e.g., additional GFE, GFD or GFI)		Location Location		Purpose	Time Period for Inspection	Technical Data or Software restriction	
	Aircraft Jacks	Base Townsville, Ingham Road, Garbutt, QLD 4814		27/10/23 / s47E(d) , Army Aviation Training Centre, Swartz Barracks, Oakey QLD, 4401	The Aircraft Jacks will be used to support the FFMS when the motion legs are removed.	DDMMMYY to DDMMMYY		
GFF	Facilities	Remarks/ Intend	Period of Access	TO BE COMPLETED BY THE COMMONWEALTH				
	(in addition to any existing GFF)			Comments / Conditions of Access				
	s47E(d) , RAAF Base Townsville, Ingham Road, Garbutt, QLD 4814	tr	E will require access to ne Disposal Plan captu RPT_01-00A_FFMS militarisation and Mark	red in 91152-197- 32 Sanitisation	01/09/23 to 31/12/23			
GFS	Section 2000		Dates for provision of	TO BE COMPLETED BY THE COMMONWEALTH				
	(in addition t	existing GFS)	GFS	Comments / Conditions of Access				

<sup>&#</sup>x27;Insert 'no', or if restrictions apply to rights to the use Technical Data and Software provided as GFM, under COC clause 5, then cross-refer to an attachment for details. See also section 8.

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Subcontractors	Name	ABN/ ACN	Work, Services to be provided and/or Items to be supplied	Details for A	Comments		
	ACN		items to be supplied	Location of work (include post code)	LIA references (if applicable)	Technical Data or Software restriction <sup>†</sup>	
	s47G	ABN s47G	Skip Bin hire, removal and disposal of general, steel and E-Waste.				
	s47G	ABN s47G	Degaussing of Software and Destruction of Hardware in accordance with NAID AAA standards.	s47E(d) RAAF Base Townsville, Ingham Road, Garbutt, QLD 4814 and; s47E(d) Oonoonba Rd, Idalia QLD 4811 (Shred X facility)			
	s47G	ABN s47G	Complete the Power Off of the FFMS.		-		Subcontracted by s47G
	s47G	ABN s47G	Routine Preventative Maintenance for the air conditioning systems located at \$47E for September until December 2023.				
	s47G	ABNs47G	Service Intervals for Fire Protection Equipment/Systems up to and including Annual Testing.				
	s47G	ABN s47G	Unsealing and sealing Sim Hall doors.				Subcontracted by s47G
	s47G	ABN \$47G	Shipping container hire and transport for components deemed fit for reuse.				
	s47G	ABN s47G	Temporary fence hire to cordon off areas required for plant movement and container storage.				

<sup>†</sup> Insert 'no', or if Technical Data or Software is to be sourced from an Approved Subcontractor and restrictions would apply to the Commonwealth rights under COC clause 5, then cross-refer to an attachment for details. See also section 8.

CONTRACT: CASG/ASD/CON15468/1

				,	SECTIO	N 6 - QU	OTATIO	N PRICE					
Labour	Task	Cor	Contract Attachment B details (exc GST, where applicable)			Hours (Normal	Hours (Other	Item Base Cost (exc	Mark-Up	Profit	Item Total Cost (exc	GST	Item Total Cost
		Line Item No.	Category of Labour or Skill Level	Hourly Rate (Normal Time)	Hourly Rate (Other Time)	Time)	Time)	GST)			GST)		(inc GST)
	Project Management	1	PM	s47G	1		11						
	Project Coordination, gathering invoices, PM assistance	2	PCO	s47G	1.	11.	1						
	On-Site Management, complex tasks and PM liaison	3	MSO	s47G	1		100		-	÷		-	
	General Labour Tasks	4	MSO	s47G	1		1						
	General Labour Tasks	5	MSO	s47G	110		14					•	
	General Labour Tasks	6	MSO	s47G	11		110						
	General Labour Tasks	7	MSO	s47G	1	11	110						
	General Labour Tasks	8	MSO	s47G			13-5-1		4		1	-	
	General Labour Tasks	9	MSO	s47G			3	1 4	1		-		
	General Labour Tasks	10	MSO	s47G	140		lat.						
									Tota	I Labour Cost	s47G		

CONTRACT: CASG/ASD/CON15468/1

Materials	Line No.	Part No. / NATO Stock No. (if applicable)	Description	Type of Item (e.g., Stock Item, Software, Technical Data)	Qty	Item Base Cost (exc GST)	G&A	Profit	Item Total Cost (exc GST)	GST	Item Total Cost (inc GST)
	1		Forklift including mobilization, slippers and jib.	Plant Hire	1	s47G					
	2		Scissorlift including mobilization.	Plant Hire	1	s47G					
	3		Temporary Fencing including mobilization.	Plant Hire	1	s47G					
	4		8 weeks 20ft Container Hire including transportation from OAK to TVL and back to OAK.	Plant Hire	2	s47G					
	5		Tie Down Straps	Consumables	1	s47G					
	6		Shipping of Tool Kit used on site for Disposal. Shipping from SYD to TVL then TVL to OAK.	Shipping	1	s47G			-	=	
	7		Hydraulic Oil Removal	Service	1	s47G					
	8		Oil Absorbent Pads	Consumables	1	s47G					
	9		Materials and Consumables	Consumables	1	s47G					
	10		Packaging	Consumables	1	s47G		-			
	11		Skip Hire and Waste Disposal	Plant Hire	1	s47G					
	12		E-Waste (HDDs)	Service	1	s47G					
	13		E-Waste (RAM)	Service	1	s47G					
	14		E-Waste Collection	Service	1	s47G		- 1			
	15		Destruction Certificate	Service	1	s47					
	16		Serial Number Tagging for Certificate	Service	1	s47G					
	17		FFMS Power-Off, Fire System Isolation, Sim	Service	1	s47G	-				

CONTRACT: CASG/ASD/CON15468/1

		Hall Door unseal/reseal to Cyclone Standard								
	18	Air Conditioning Servicing Costs from 1 September 2023 to 31 December 2023	Service	1	s47G					
	19	Fire System Servicing Costs from 1 September 2023 to 31 December 2023	Service	1	s47G		_			
						Total	Material Cost	s47G		
Subcontracts		Subcontractor name			Item Base Cost (exc GST)	Mark-up	Profit	Item Total Cost (exc GST)	GST	Item Total Cost (inc GST)
				Total Subc	ontract Cost					
Other Direct Costs		Description		Item Base Cost (exc GST)	G&A / Mark- up*	Profit	Item Total Cost (exc GST)	GST	Item Total Cost (inc GST)	
	Travel & Living (include	des accommodation, car rental, flights, mea	s47G							
	Contingency for Labor	ur (3% of total labour costs)		3				s47G		
	Contingency for Materials and Travel & Living (20% of total costs)							s47G		
		s47G								
		TOTAL QUOTATION CO	ST FOR FFP I	PORTION	N (includes L	abour and Co	ntingency)	s47G		

	SECTION 7 - PAYMENT ARRANGEMENTS					
Milestone Fee payments	See Milestone Payment Schedule and Acceptance Criteria in Attachment B					
Fee Payments upon Acceptance of Services/ Deliverables	See Milestone Payment Schedule and Acceptance Criteria in Attachment B					

DID-SSM-S&Q-V4.0

AL2

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CONTRACT: CASG/ASD/CON15468/1

Other Fee amounts

Exceed price elements)						
SECTION 8 – ADDITIONAL TECHNICAL DATA AND SOFTWARE RIGHTS AND RESTRICTIONS						
☐ no / ☐ yes, refer to attachme	that is subject to restrictions of Technical Data and ent [INSERT REFERENCE].	nd Software rights not detailed in the current Contract?  equivalent information to the GFM Attachment or 'Licensing a	nd Approval Schedule' Attachment, as applicable.			
Do the S&Q Services require additi the deliverables have restrictions o	To be completed by the Contractor:  Do the S&Q Services require additional Technical Data and Software and associated rights that are not detailed in the current Contract?   \[ \text{No} \circ \text{No} \ci					
	SECTIO	N 9 CONFIDENTIAL INFORMATION				
ino / ☐ yes  If 'yes', the Contractor Represent	chment that identifies Confidential Information (i.e. tative, or authorised delegate, should include a tative to the Contract for Confidential Information	on 9 CONFIDENTIAL INFORMATION  In addition to information referred to in the Confidential Information attachment to list information within the S&Q Quote that is con and Reporting. The attachment to the S&Q Quote should be	onsidered as new Confidential Information, meeting			
	chment that identifies Confidential Information (i.e. tative, or authorised delegate, should include a nment to the Contract for Confidential Informatic Contract.	., in addition to information referred to in the Confidential Information attachment to list information within the S&Q Quote that is a	onsidered as new Confidential Information, meeting			
	chment that identifies Confidential Information (i.e. tative, or authorised delegate, should include a nment to the Contract for Confidential Informatic Contract.	n attachment to list information within the S&Q Quote that is considered to an attachment to list information within the S&Q Quote that is considered and Reporting. The attachment to the S&Q Quote should be	onsidered as new Confidential Information, meeting			

CONTRACT: CASG/ASD/CON15468/1

AL2 DID-SSM-S&Q-V4.0

PART 3 (S&Q Order): To be completed by the Commonwealth Representative after Approval of the S&Q Quote in accordance with the COC.

Australian Government		S&Q Order No: S&Q Order Date:	DDMMMYY	
nce				
12		Amendment No:		
pany name and address)	Contract No:			
	Approved Quotation No.			
	S&Q Services Title:			
ABN	Description:			
	Approved Quotation Date:	DDMMMYY		
CE / QUOTATION (AS	SET OUT IN THE API	ROVED QUOTA	TION)	
	Price / Quotation (exc GST)	GST	Price / Quotation (inc GST)	
ict Costs				
act Costs				
75177 5337				
	nent nice 12 pany name and address)  ABN	pany name and address)  Contract No: Approved Quotation No.  S&Q Services Title:  S&Q Services Summary Description:  Approved Quotation Date:  CE / QUOTATION (AS SET OUT IN THE APP	ORDER  S&Q Order Date:  Pages:  Amendment No:  Pages:  Amendment No:  Approved Quotation No.  S&Q Services Title:  S&Q Services Summary Description:  Approved Quotation Date:  DDMMMYY  CE / QUOTATION (AS SET OUT IN THE APPROVED QUOTA  Price / Quotation  GST	

CONTRACT: CASG/ASD/CON15468/1

AL2 DID-SSM-S&Q-V4.0

This S&Q Order is issued or referred to above and any S			• •			
This S&Q Order comprises	the following documer	nts:				
a. this S&Q Order;						
b. Attachment 1 – Approve	d Quotation;					
c. Attachment 2 - [INSE	RT DETAILS]; and					
d. Attachment 3 – [INSEI	RT DETAILS].					
Inquiries regarding this order	er should be directed to	o the Contact Officer:				
Printed name	Printed name Phone no. Facsimile no. Commonwealth Special Conditions Attached:					
Address Yes No						
Signed on behalf of the Commonw	vealth of Australia					
			DDMMMYY			
(signature) (print name and position) (date)						

Note: When applicable, include attachments for sections 8 and 9.

#### TVL MRH90 FFMS DEMILITARIZATION, SANITIZATION, DISMANTLING AND DISPOSAL

**OFFICIAL** 

#### 1. MILESTONE PAYMENT SCHEDULE WITH ACCEPTANCE CRITERIA

# 1.1 Price 1.1.1 The S&Q is formed based on a combination of Firm Fixed Price and Not to Exceed. It is priced in one currency. The total is \$47G 1.1.2 CAE price is valid until 31 August 2023 1.1.3 Payment terms are in accordance with the ASIST Contract.

#### 1.2 Firm Fixed Price Payments

- 1.2.1 Table 1 sets out the Milestones, the criteria for achievement of the Milestones, the Milestone Dates and the Milestone Payments for the FFP portion of the S&Q.
- 1.2.2 The Commonwealth shall, for achievement of a Milestone, pay to the Contractor the relevant Milestone Payment as specified in Table 1.
- 1.2.3 The Contractor is taken to have achieved a Milestone only if all of the criteria for the Milestone set out in the Table 1 have been satisfied.

#### Table 1

M#	MILESTONE DESCRIPTION	MILESTONE CRITERIA	MILESTONE DATE(S)	CERTIFICATION				
					MILESTONE PAYMENTS Percentages	Price (ex. GST)	GST	Price (Inc. GST) (f) + (g)
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
1	Power Off	TVL MRH90 FFMS Power Off	1 September 2023	Confirmation from the electrical subcontractor that the TVL FFMS has been Powered Off	50% of the FFP portion of the S&Q amount	s47G	_	-
2	Project Completion	<ul> <li>All activities in accordance with the CMS have been completed;</li> <li>All Disposal Certificates relating to the sanitisation and destruction of the FFMS have been provided to the Commonwealth;</li> <li>All subcontractor invoices have been received and evidence has been provided to the Commonwealth to enable the "True-Up**" of the NTE Portion of the S&amp;Q.</li> </ul>	1 December 2023	Project Closure Meeting Minutes confirming CAE has completed all work and satisfied all Milestone Criteria	50% of the FFP portion of the S&Q amount	s47G	-	_
		1		Totals	100%	s47G	0.00	

(\*\*True-Up refers to the activity CAE will undertake to bill to the Commonwealth based on actuals. The actuals will be provided to the Commonwealth in the form of an Excel sheet which will contain a breakdown of the material and T&L costs with CAE's mark-ups included).

#### 1.3 Not to Exceed Payment

- 1.3.1 Table 2 sets out the Milestones, the criteria for achievement of the Milestones, the Milestone Dates and the Milestone Payments for the NTE portion of the S&Q.
- 1.3.2 The Commonwealth shall, for achievement of a Milestone, pay to the Contractor the relevant Milestone Payment as specified in Table 2.
- 1.3.3 The Contractor is taken to have achieved a Milestone only if all of the criteria for the Milestone set out in the Table 2 have been satisfied

#### Table 2

M#	MILESTONE DESCRIPTION	MILESTONE CRITERIA	MILESTONE DATE(S)	CERTIFICATION				
					MILESTONE PAYMENTS Percentages	Price (ex. GST)	GST	Price (Inc. GST) (f ) + (g)
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
1	Power Off	TVL MRH90 FFMS Power Off	1 September 2023	Confirmation from the electrical subcontractor that the TVL FFMS has been Powered Off	25% of the NTE portion of the S&Q amount excluding Subcontractor costs	s47G	_	
2	Project Completion	<ul> <li>All activities in accordance with the CMS have been completed;</li> <li>All Disposal Certificates relating to the sanitisation and destruction of the FFMS have been provided to the Commonwealth;</li> <li>All subcontractor invoices have been received and evidence has been provided to the Commonwealth to enable the "True-Up**" of the NTE Portion of the S&amp;Q.</li> </ul>	1 December 2023	Project Closure Meeting Minutes confirming CAE has completed all work and satisfied all Milestone Criteria	75% of the NTE portion of the S&Q amount	s47G	_	
				Totals	100%	s47G		

(\*\*True-Up refers to the activity CAE will undertake to bill to the Commonwealth based on actuals. The actuals will be provided to the Commonwealth in the form of an Excel sheet which will contain a breakdown of the material and T&L costs with CAE's mark-ups included).

From: \$47E(d) To: \$47F

Subject: 20230725 0931 - s47E(d) ]-|s47F ] MRH-90 Townsville Disposal S&Q Response

**Date:** Tuesday, 25 July 2023 9:31:00 AM

#### **OFFICIAL**

Thanks **s47F** that should do the trick. Cheers, s47E(d)

IMPORTANT: This email remains the property of the Department of Defence. Unauthorised communication and dealing with the information in the email may be a serious criminal offence. If you have received this email in error, you are requested to contact the sender and delete the email immediately.

From: S47F

Sent: Monday, 24 July 2023 2:33 PM

**To:** s47E(d)

Subject: RE: MRH-90 Townsville Disposal S&Q Response [SEC=OFFICIAL]

▲ EXTERNAL EMAIL: Do not click any links or open any attachments unless you trust the sender and know the content is safe. ▲

Hi s47E(d)

Below are extracts from CAE's Travel Policy in regards to flights and accommodation. Happy to add some of these words into the S&Q as you see fit.

#### **Lowest Airfare Definition**

Travellers are required to book the <u>lowest cost logical airfare</u> that is determined using the following search criteria:

- Routing requires no more than one additional interim stop each way. Corporate Human Resource Services / CAE Global Travel Policy – January 2008 Page 11 of 33
- Flight search time window of 2 hours before and after the requested Departure / Arrival time for Domestic and Transborder Travel and 4 hours before and after requested time Departure / Arrival time for International Travel.. One stop & single connection flights are treated the same as non-stops for itinerary purposes, fare calculations, and lowest fare identification.
- Travelers may elect to fly a non-stop flight (over a lower-priced, connecting flight)
  provided that the additional cost is less than equivalent of \$100 CAD per direction of
  travel.

#### **Hotel Selection and Spending Guidelines**

When booking accommodation, employees must book preferred hotels unless <u>less</u> expensive accommodations can be found.

• If the negotiated standard room rate is not available at a preferred property, the

employee must select an alternate preferred hotel at the same price category and quality of amenities.

- If no preferred hotel choice is listed in the destination city, the employee must book lowest logical rate. The employee can contact travel services at s47F to determine if a preferred hotel choice can be established at the destination city.
- Lowest logical definition is a standard room with complimentary internet at an intermediate class hotel.
- Any exceptions require the approval of a Vice President

Kind regards

s47F

| CAE Australia | Project Manager | M. **S47F** 

From: s47E(d)

Sent: Monday, 24 July 2023 1:07 PM

**To:** \$47F

Subject: RE: MRH-90 Townsville Disposal S&Q Response [SEC=OFFICIAL]

#### **OFFICIAL**

Hi s47F

Thank you, receipt acknowledged.

Just a reminder we'll need some wording on CAE's travel/accommodation platform/process for the S&Q Order. If we could have something by this time next week, that would ensure no delay to the process.

Kind regards, s47E(d)

Contractor to Defence

**FSTD Program Support** 

**Army Aviation Systems Branch-AASPO-ACTSS MU (Training Systems)** 

**Department of Defence** | Capability Acquisition and Sustainment Group

Victoria Barracks Brisbane, s47E(d)

Ph: s47E(d) Mob: s22

IMPORTANT: This email remains the property of the Department of Defence. Unauthorised communication and dealing with the information in the email may be a serious criminal offence. If you have received this email in error, you are requested to contact the sender and delete the email immediately.

From: S47F

Sent: Friday, 21 July 2023 4:08 PM

**To:** s47E(d)

Cc: \$47F

s47E(d)

s47E(d)					
s47F					
Subject: RE: MRH-90 Townsville Disposal S&Q Response [SEC=OFFICIAL]					
<b>EXTERNAL EMAIL:</b> Do not click any links or open any attachments unless you trust the sender and know the content is safe.					
Good afternoon s47E(d)					
Please find the attached and updated S&Q (and associated Milestone Payment Schedule) for the TVL MRH90 FFMS Disposal.					
Looking forward to working collaboratively on this so CAE can commence the Disposal activities on 1 September.					
Thanks and have a great weekend.					
Kind regards s47F   CAE Australia   Project Manager   M. s47F					
From: s47F  Sent: Tuesday, 18 July 2023 10:21 AM  To: s47E(d)					
Cc: s47F					
<b>Subject:</b> RE: MRH-90 Townsville Disposal S&Q Response [SEC=OFFICIAL]					
Good morning s47E, (d)					
Just letting you know that this Letter has been received and acknowledged.					
Kind regards s47F   CAE Australia   Project Manager   M. s47F					
Original Message					
From: <b>s47E(d)</b> Sent: Tuesday, 18 July 2023 8:55 AM					
To: <b>s47F</b> Cc: <b>s47F</b>					
s47F(d)					

#### s47E(d)

Subject: MRH-90 Townsville Disposal S&Q Response [SEC=OFFICIAL]

ATTENTION : Ce courriel provient de l'extérieur de l'organisation. Ne cliquez pas sur les liens ni sur les pièces jointes à moins que vous reconnaissiez l'expéditeur et que vous sachiez que le contenu est sûr.

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

**OFFICIAL** 

s47F

Please find attached a letter in relation to the recently received S&Q package for the disposal of the MRH-90 FFMS from Townsville.

Your urgent attention to this response is appreciated.

Regards,

s47E(d)

Manager, Aerospace Simulator Management Unit (ASMU) Air Lift Systems Program Office (ALSPO) Airlift & Tanker Systems Branch

\_\_\_\_\_

Department of Defence | Capability Acquisition and Sustainment Group s47E(d) | RAAF Base Amberley | AMBERLEY QLD AUSTRALIA 4306

T: s47E(d) | M: s22 | E: s47E(d)

**s47E(d)** has sent you a copy of "230718 - letter - ASMU/CAE - BM61949150 - CoA to CAE - MRH-90 S&Q Query (final)" (BM61966730) v6.0 from Objective.

IMPORTANT: This email remains the property of the Department of Defence. Unauthorised communication and dealing with the information in the email may be a serious criminal offence. If you have received this email in error, you are requested to contact the sender and delete the email immediately.

\$47F | \$47F | 20230807 1659 - \$47F | \$47E ( MRH-90 Townsville Disposal S&Q Response on and Disposal v3.docs EXTERNAL EMAIL: Do not click any links or open any attachments unless you trust the sender and know the content is safe. His4 As discussed, please find the v3 of the Disposal S&Q based on our discussion today. I have updated the statement relating to the NTE Contingency to reflect the actual value of the contingency. It is now recorded as 20.36%. Kind regards S47F | CAE Australia | Project Manager | M. S47F From: **\$47F** Sent: Friday, 21 July 2023 4:08 PM To: s47E(d) Cc:s47F s47E(d) s47F Subject: RE: MRH-90 Townsville Disposal S&Q Response [SEC=OFFICIAL] Good afternoon s47E(d) Please find the attached and updated S&Q (and associated Milestone Payment Schedule) for the TVL MRH90 FFMS Disposal. Looking forward to working collaboratively on this so CAE can commence the Disposal activities on 1 September. Thanks and have a great weekend. Kind regards S47F | CAE Australia | Project Manager | M. S47F From: s47F Sent: Tuesday, 18 July 2023 10:21 AM To: s47E(d) Cc:s47F s47E(d) Subject: RE: MRH-90 Townsville Disposal S&Q Response [SEC=OFFICIAL] Good morning \$47 Just letting you know that this Letter has been received and acknowledged. Kind regards s47F | CAE Australia | Project Manager | M.s47F -Original Message From: **s47E(d)** Sent: Tuesday, 18 July 2023 8:55 AM To:s47F Cc:s47F s47E(d) Subject: MRH-90 Townsville Disposal S&Q Response [SEC=OFFICIAL]

ATTENTION: Ce courriel provient de l'extérieur de l'organisation. Ne cliquez pas sur les liens ni sur les pièces jointes à moins que vous reconnaissiez l'expéditeur et que vous sachiez que le contenu est sûr.

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

OFFICIAL

s47

Please find attached a letter in relation to the recently received S&Q package for the disposal of the MRH-90 FFMS from Townsville.

Your urgent attention to this response is appreciated.

Regards,

#### s47E(d)

Manager, Aerospace Simulator Management Unit (ASMU) Air Lift Systems Program Office (ALSPO) Airlift & Tanker Systems Branch

Department of Defence | Capability Acquisition and Sustainment Group

s47E(d | RAAF Base Amberley | AMBERLEY QLD AUSTRALIA 4306 T:s47E(d) | M:s22 | E:s47E(d)

s47E(d) has sent you a copy of "230718 - letter - ASMU/CAE - s47E(d) - CoA to CAE - MRH-90 S&Q Query (final)" s47E(d) v6.0 from Objective.

IMPORTANT: This email remains the property of the Department of Defence. Unauthorised communication and dealing with the information in the email may be a serious criminal offence. If you have received this email in error, you are requested to contact the sender and delete the email immediately.

Defence FOI 669/23/24 Document 9

DID-SSM-S&Q-V4.0

CONTRACT: CASG/ASD/CON15468/1

#### ANNEX A: QUOTE FOR SURVEY AND QUOTE SERVICES



A.B.N. 68 706 814 312

### REQUEST FOR QUOTATION FOR S&Q SERVICES

Quotation No:	
File Reference	
Contract No:	CASG/ASD/CON 15468/1
Quotation due	
Time:	L
Date:	

#### Contact details:

Contractor Contact Officer: \$47F Program Manager \$47E(d), 10SQN, RAAF Base Edinburgh SA 5111		Commonwealth Contact Officer: s47E(d) AASPO ASIST Contract Logistics Authority Delegate Victoria Barracks Brisbane D1-G-015 Brisbane QLD 4000
Phone: s47F		Phone: s22
E-mail: s47F		E-mails47E(d)
Contractor's deta CAE Australia Pty s47F	ABN:	Commonwealth Representative or Authorised Officer:  \$47E(d)  PM AASPO-ACTSS  AASPO-Training Systems  Victoria Barracks Brisbane D1-G-004  C/O Gallipoli Bks Mail Centre  Enoggera QLD 4051
Return quotation	ons in accordance with SOW Ar	nnex C (if specified), or to an alternative location, if
By post to:	·-	
Security Classi	fication:	
Official		

CONTRACT: CASG/ASD/CON15468/1

AL2 DID-SSM-S&Q-V4.0

PART 1 (S&Q Request): To be completed by the Commonwealth Representative, unless otherwise specified as to be completed by the Contractor.

SECTION 1 – S&Q SERVICE REQUEST						
Title:	MRH90 FFMS Townsville – Demilitarization, Sanitization, Dismantling and Disposal	Revision No.: 3				

AL2 DID-SSM-S&Q-V4.0

#### 1. References

- 230227 letter ASMU\_CAE BM56807064 MRH-90 FFMS Townsville Withdrawal from ASIST Contract
- 2. 91152-197-RPT\_01-00A\_FFMS2 Sanitisation Demilitarisation and Market Appraisal Report
- 3. 91152-115-PLN\_01-00B\_TownsvilleMRH90FFMSAdditionalPhaseOutPlan

#### 2. Background

The Australian Defence Force (ADF) operates a fleet of MRH90 Taipan multi-role troop transport helicopters, a variant of NH Industries' NH90 platform. The MRH90s were acquired by the Commonwealth for use by the Australian Army and the Royal Australian Navy (RAN) under Project AIR9000 Phases 2, 4 and 6. The acquisition program included the procurement of two Level-D accredited FFMSs. The original equipment manufacturer (OEM) of the FFMSs was Helicopter Training Media International (HTMI), a consortium comprising CAE Inc., \$47G and \$47G

Description of the Service to be provided:

The first FFMS was delivered to the Army Aviation Training Centre (AAVnTC) at Oakey, Queensland and formally accepted in August 2013. The second FFMS was delivered to the 5th Aviation Regiment, Townsville, in May 2014 and formally accepted into service in November 2014. In-service support was awarded to CAE Australia Pty Ltd under the provisions of the Management and Support of Australian Defence Force Aerospace Simulators (MSAAS) Contract (CAPO 338422).

Aviation Command (AVN COMD) has approved the cessation of MRH90 Full Flight and Mission Simulator (FFMS) operations in Townsville following close of business on 31 August 2023. Additionally, DACM has approved the commencement of contractor-assisted disposal action from September 2023 under the direction of CASG [1].

#### 3. Service Description:

The Activities can be summarised as follows:

- Reusable components: Remove the components that can be re-used by other ADF devices with first preference given to the MRH90 FFMS located in Oakey. With approval from the Commonwealth, transfer the reusable components to the appropriate locations.
- Sanitisation: Execute Sanitization of Hardware, Software and Documents, in accordance with the end destination and cyber security requirements.
- Dismantling: Dismantle the TVL MRH90 FFMS.
- 4. Disposal: Dispose of Hardware, Software and Documentation pertaining to the TVL MRH90 FFMS.

CONTRACT: CASG/ASD/CON15468/1

Nature / category of Service (e.g., engineering investigation, Major Change, damage repair, item provisioning):		Product(s) / platform / site to which the Service relates:		Earliest start date:		Service completion date:	Commonwealth Mandated GFM (yes / no):	Commonwealth Mandated GFF (yes / no):	Contract SOW / DSD clause reference	
Disposa	I Activities MRH90 FFM	/IS Townsville	MRH90 FFMS T	ownsville	01/09	/2023	27/10/2023	Yes	Yes	N/A
				SECTION 2 - REQU	IRED DI	LIVE	RABLES			
Line No.	Part No. / NATO Stock No. (if applicable)	Description		Type of Item (e.g., Stock Item, Technical Data, Reports, Software)	Qty	Deliverable Acceptance / Approval criteria		Delivery D	Date Del	ivery Location
1	N/A	Supplies Accep	otance Certificate	Form	1		SG001	12 weeks from commencement s47		ectronically via E(d)
2	N/A	Certificate of	of Destruction	Reports	~3-5		Nil	12 weeks f commencer of works	ment s47E	ectronically via (d)
				SECTION 3	- PRICE	BASIS	S			
Firm Price Basis: □ payable upon: Milestones ☒ and/or Acceptance of Services / De  Not-To-Exceed □ (reimbursement of the labour, materials, Subcontract, and other as per Contract Attachment B, up to the Approved S&Q Quote)  Combination of above: ☒					3	For an S&Q Service following categories - Labour hours & ass	/ elements of the S&	Q Service shall be	d (NTE) price basis, the firm priced:	
			SECTION 4	- COMMONWEALTH R	EPRESE	NTAT	IVE'S AUTHORIS	SATION		
_	d for and on behalf ommonwealth of Au									
		(signa	 ature)		(print na	me and	position)		(dat	e)

CONTRACT: CASG/ASD/CON15468/1

AL2

DID-SSM-S&Q-V4.0

PART 2 (S&Q Quote): To be completed by the Contractor, unless otherwise specified as to be completed by the Commonwealth.

CONTRACT: CASG/ASD/CON15468/1

AL2 DID-SSM-S&Q-V4.0

#### **SECTION 5 - APPROACH AND RESOURCES**

CONTRACT: CASG/ASD/CON15468/1

AL2 DID-SSM-S&Q-V4.0

#### 4. Attachments:

- A. MRH90 TVL TR274 Dismantling Schedule
- B. S&Q MRH90 TVL Milestone Payment Schedule and Acceptance Criteria

#### 5. Work Breakdown

- 1. CAE will conduct the series of Sanitisation, Demilitarisation and Disposal activities captured within the Contract Master Schedule (CMS) [A].
- 2. The activities will be carried out in accordance with 91152-197-RPT\_01-00A\_FFMS2 Sanitisation Demilitarisation and Market Appraisal [2].

#### 6. Project Team

- 1. The Project Team will be led by the Project Manager. The Project Manager will be accountable for the overall project execution and will act as the primary point of contact between CAE and the Commonwealth.
- 2. A site-based lead will be appointed to ensure the work on site is carried out in accordance with the project execution documentation. The Team Lead, Field Services Group will presume this role and will coordinate the day-to-day activities which will take place in relation to the disposal of the TVL FFMS. The Team Lead, Field Services Group will also act as a site-based point of contact for the Project Manager. The Team Lead, Field Services Group will also be responsible for the site-based Health, Safety and Environmental considerations and management. The Team Lead, Field Services Group will act as a secondary point of contact between CAE and the Commonwealth if required.

#### 7. Project Management

- 1. The Contractor shall invoice the Commonwealth in accordance with the Payment Schedule and Acceptance Criteria in accordance with Attachment B of this S&Q.
- The Contractor shall manage Risks in accordance with the Approved PMP under the ASIST contract. The Risk Register shall
  identify programmatic and technical risks including planned mitigations for the project life identified within the 91152-197-RPT\_0100A\_FFMS2 Sanitisation Demilitarisation and Market Appraisal Report [2].
- 3. The Contractor shall manage Issues in accordance with the Approved Sanitisation Demilitarisation and Market Appraisal Report [2].
- 4. The Contractor acknowledges that the objective of conducting Issue management is to ensure that significant Issues are addressed in a timely manner.

#### Work plan

CONTRACT: CASG/ASD/CON15468/1

AL2 DID-SSM-S&Q-V4.0

5. The Contractor shall deliver a CMS [A] as an attachment to this S&Q and will provide updates to this CMS as the dismantling activities are conducted, on a weekly basis.

#### 8. Assumptions

- 1. CAE shall receive a signed Purchase Order no later than 24 July to allow CAE to prepare for the execution activities planned to start on 1 September which includes activities such as booking travel, shipping of equipment from Oakey to Townsville etc.
- 2. CAE and the Commonwealth have agreed to maintain existing configuration documentation, TI, IP Plans etc. pertaining to the TVL MRH90 FFMS until the Phase Out and Disposal of the OAK MRH90 FFMS.
- 3. The end of the Phase Out period is fixed at 31 Aug 23 and will not change as this may have an impact on CAE's resource availability whom specifically relate to the disposal of the FFMS.
- 4. TVL MRH90 FFMS usage will continue until COB of the end of the Phase Out period (31/08/23).
- 5. Access will be granted in the immediate vicinity of B808 for the placement and removal of plant and equipment (including skip bins and a shipping container) for the duration of the project.
- 6. CAE Direct Labour costs are IAW the ASIST contracted rates and are Firm-Fixed-Price.
- 7. Direct material costs, subcontractor and Travel & Living (T&L) expense costs are based on estimates from quotes with some contingency applied. The Commonwealth will be charged on actual costs plus standard ASIST mark-up and profit at the end of the project. Prices provided are to be treated as a Not To Exceed (NTE) price.
- 8. The priority for the reuse of components is to support the OAK MRH90 FFMS operations until (for planning purposes) late 2026.
- 9. Any other components deemed usable for other sites (CAE managed or other) will be transported for storage at Oakey and transferred to the Commonwealth for consideration at a later date.
- 10. The TVL MRH90 FFMS will not undergo a testing regime to ensure any components removed for reuse are in working condition prior to dismantling.
- 11. Components will not be tested to ensure they are in a working state before returning to the Commonwealth.
- 12. CAE are conducting a site audit in collaboration with the Commonwealth prior to the end of the Phase Out period. If the audit uncovers any unexpected or unforeseen issues that require additional time or effort to resolve during the Disposal, the Disposal Schedule may be impacted.
- 13. A kick off meeting shall take place within the initial weeks of CAE engagement. The Commonwealth representative will be invited to attend meeting.

AL2

#### OFFICIAL

CONTRACT: CASG/ASD/CON15468/1 DID-SSM-S&Q-V4.0

#### 9. Constraints

- The TVL MRH90 FFMS is located in Townsville where CAE does not have any in-house resources specifically allocated to its support and maintenance. CAE will need to fly in resources to carry out the work on site. As a risk mitigator CAE may wish to engage \$47G under a separate agreement to supply resources if CAE is unable to due to unforeseen circumstances.
- Spring School Holidays are taking place between 16 September and 2 October 2023. Accommodation availability is likely to be impacted by the School Holiday period and as such, may impact CAE's ability to supply resources during this period. CAE will endeavour to book all accommodation as early as possible to ensure the required resources are available however if sufficient accommodation is not available, the Disposal Schedule may be impacted.

#### 10. GFF Licence

1. CAE have included costs associated with maintaining the GFF (air-conditioning, fire suppression system etc.) within this S&Q. The timeframe of cover is between 1 September 2023 and 31 December 2023.

#### 11. Pricing

- Prices are inclusive of CCP004. 1.
- In regards to S&Q pricing which relates to Simulator Technician hours, the Commonwealth will only be charged for Simulator Technicians assigned to this Project who are not already being paid for by the Commonwealth under ASIST. In the cases where current ASIST Simulator Technicians are being utilised for the purposes of the Disposal Activities, the Commonwealth will not be charged but their estimated Level of Effort will be shown in Section 6 for clarity of resource needs.

#### 12. Risks

A Risk Register has been updated and provided with the 91152-115-PLN 01-00B\_TownsvilleMRH90FFMSAdditionalPhaseOutPlan [3].

#### 13. Exclusions

Nil. 1.

#### Adverse Impact

Nil

CONTRACT: CASG/ASD/CON15468/1

GFM	Item description	Qty	Delivery Date and Location	Return Date and Location	Remarks/ Intended	TO BE COMPLETED BY	THE COMMONWEALTH	
	(e.g., additional GFE, GFD or GFI)	Location Location		Purpose	Time Period for Inspection	Technical Data or Software restriction		
	Aircraft Jacks	4	31/07/23 / s47E(d) , RAAF Base Lownsville, Ingham Road, Garbutt, QLD 4814	The Aircraft Jacks will be used to support the FFMS when the motion legs are removed.	DDMMMYY to DDMMMYY			
GFF	Facilities	Remarks/ Intend	Period of Access	TO BE COMPLETED BY	TO BE COMPLETED BY THE COMMONWEALTH			
	(in addition to any existing GFF)					Comments / Conditions of Access		
	s47E(d) , RAAF Base Townsville, Ingham Road, Garbutt, QLD 4814	th	E will require access to ne Disposal Plan captu RPT_01-00A_FFMS militarisation and Mark	red in 91152-197- S2 Sanitisation	01/09/23 to 31/12/23			
GFS	no odnico i	GFS			Dates for provision of	TO BE COMPLETED BY	THE COMMONWEALTH	
	(in addition t	o any	existing GFS)		GFS	Comments / Conditions of Access		
				7				

<sup>&#</sup>x27;Insert 'no', or if restrictions apply to rights to the use Technical Data and Software provided as GFM, under COC clause 5, then cross-refer to an attachment for details. See also section 8.

CONTRACT: CASG/ASD/CON15468/1

Subcontractors	Name	ABN/ ACN	Work, Services to be provided and/or Items to be supplied	Details for A	pproved Subcon	tractors only	Comments
	ACN		items to be supplied	Location of work (include post code)	LIA references (if applicable)	Technical Data or Software restriction <sup>†</sup>	
	s47G	ABN s47G	Skip Bin hire, removal and disposal of general, steel and E-Waste.				
	s47G	ABN s47G	Degaussing of Software and Destruction of Hardware in accordance with NAID AAA standards.	s47E(d) RAAF Base Townsville, Ingham Road, Garbutt, QLD 4814 and; s47E(d) Oonoonba Rd, Idalia QLD 4811 (Shred X facility)			
	s47G	ABN s47G	Complete the Power Off of the FFMS.				Subcontracted by s47G
	s47G	ABN \$47G	Routine Preventative Maintenance for the air conditioning systems located at B0808 for September until December 2023.				
	s47G	ABNs47G	Service Intervals for Fire Protection Equipment/Systems up to and including Annual Testing.				
	s47G	ABN \$47G	Unsealing and sealing Sim Hall doors.				Subcontracted by s47G
	s47G	ABN \$47G	Shipping container hire and transport for components deemed fit for reuse.				
	s47G	ABN \$47G	Temporary fence hire to cordon off areas required for plant movement and container storage.				

<sup>†</sup> Insert 'no', or if Technical Data or Software is to be sourced from an Approved Subcontractor and restrictions would apply to the Commonwealth rights under COC clause 5, then cross-refer to an attachment for details. See also section 8.

CONTRACT: CASG/ASD/CON15468/1

				,	SECTIO	N 6 - QU	OTATIO	N PRICE					
Labour	Task	Contract Attachment B details (exc GST, where applicable)			Hours (Normal	Hours (Other	Item Base Cost (exc	Mark-Up	Profit	Item Total Cost (exc	GST	Item Total Cost	
		Line Item No.	Category of Labour or Skill Level	Hourly Rate (Normal Time)	Hourly Rate (Other Time)	Time)	Time)	GST)			GST)		(inc GST
	Project Management	1	PM	s47G	1		1						
	Project Coordination, gathering invoices, PM assistance	2	PCO	s47G	1.	11.	I.	1.00	-				
	On-Site Management, complex tasks and PM liaison	3	MSO	s47G	1								
	General Labour Tasks	4	MSO	s47G	1		1						
	General Labour Tasks	5	MSO	s47G	110		14-1					•	
	General Labour Tasks	6	MSO	s47G	11		II						
	General Labour Tasks	7	MSO	s47G	1	11	110				-		
	General Labour Tasks	8	MSO	s47G	10		15-		*	-	1		
	General Labour Tasks	9	MSO	s47G			-	1 1	15		18	:	
	General Labour Tasks	10	MSO	s47G	14	100	The l	100					
									Tota	I Labour Cost	s47G		

CONTRACT: CASG/ASD/CON15468/1

Materials	Line No.	Part No. / NATO Stock No. (if applicable)	Description	Type of Item (e.g., Stock Item, Software, Technical Data)	Qty	Item Base Cost (exc GST)	G&A	Profit	Item Total Cost (exc GST)	GST	Item Total Cost (inc GST)
	1		Forklift including mobilization, slippers and jib.	Plant Hire	1	s47G					
	2		Scissorlift including mobilization.	Plant Hire	1	s47G					
	3		Temporary Fencing including mobilization.	Plant Hire	1	s47G					
	4		8 weeks 20ft Container Hire including transportation from OAK to TVL and back to OAK.	Plant Hire	2	s47G					
	5		Tie Down Straps	Consumables	1	s47G					
	6		Shipping of Tool Kit used on site for Disposal. Shipping from SYD to TVL then TVL to OAK.	Shipping	1	s47G			-	=	
	7		Hydraulic Oil Removal	Service	1	s47G					
	8		Oil Absorbent Pads	Consumables	1	s47G					
	9		Materials and Consumables	Consumables	1	s47G					
	10		Packaging	Consumables	1	s47G				-	
	11	1	Skip Hire and Waste Disposal	Plant Hire	1	s47G					
	12		E-Waste (HDDs)	Service	1	s47G					
	13		E-Waste (RAM)	Service	1	s47G				-	
	14		E-Waste Collection	Service	1	s47G		-			
	15		Destruction Certificate	Service	1	s47					
	16		Serial Number Tagging for Certificate	Service	1	s47G			- 1		
	17		FFMS Power-Off, Fire System Isolation, Sim	Service	1	s47G	-		-	-	

CONTRACT: CASG/ASD/CON15468/1

		Hall Door unseal/reseal to Cyclone Standard								
	18	Air Conditioning Servicing Costs from 1 September 2023 to 31 December 2023	Service	1	s47G					
	19	Fire System Servicing Costs from 1 September 2023 to 31 December 2023	Service	1	s47G					
				Total	Material Cost	s47G				
Subcontracts		Subcontractor name	Item Base Cost (exc GST)	Mark-up	Profit	Item Total Cost (exc GST)	GST	Item Total Cost (inc GST)		
Other Direct Costs		Description	Item Base Cost (exc GST)	G&A / Mark- up*	Profit	Item Total Cost (exc GST)	GST	Item Total Cost (inc GST)		
	Travel & Living (inclu	des accommodation, car rental, flights, mea	ls and living)		s47G			17,130		
	Contingency for Labo	our (3% of total labour costs)		- 3				s47G		
	Contingency for Mate	erials and Travel & Living (20.36% of total co	osts)					s47G		
						Total Oth	er Direct Cost	s47G		
		TOTAL QUOTATION CO	ST FOR FFP	PORTION	N (includes L	abour and Co	ntingency)	s47G		
	TOTAL QL	JOTATION COST FOR NTE PORT	TION (include:	s Materia	ils, Travel &	Living and Co	ntingency)	s47G		

SECTION 7 - PAYMENT ARRANGEMENTS						
Milestone Fee payments	See Milestone Payment Schedule and Acceptance Criteria in Attachment B					
Fee Payments upon Acceptance of Services/ Deliverables	See Milestone Payment Schedule and Acceptance Criteria in Attachment B					

AL2

#### **OFFICIAL**

CONTRACT: CASG/ASD/CON15468/1 DID-SSM-S&Q-V4.0

Other Fee amounts
(only applicable to Not-To-
Exceed price elements)

Exceed price elements)	Payment IAW the Contract on provisions of hiv	·							
SECTION 8 – ADDITIONAL TECHNICAL DATA AND SOFTWARE RIGHTS AND RESTRICTIONS									
To be completed by the Commonwealth:									
Do the S&Q Services require GFM that is subject to restrictions of Technical Data and Software rights not detailed in the current Contract?									
,	ent [INSERT REFERENCE].								
If 'yes', the Commonwealth is to	o include an attachment to the S&Q Quote w	vith equivalent information to the GFM Attachment or 'Licensing and Ap	oproval Schedule' Attachment, as applicable.						
To be completed by the Contract	ctor:								
	Do the S&Q Services require additional Technical Data and Software and associated rights that are not detailed in the current Contract? $\square$ no / $\square$ yes, refer to attachment [INSERT REFERENCE]. Will the deliverables have restrictions on the Commonwealth's rights to Use and Sublicense, as detailed in clause 5 of the COC? $\square$ no / $\square$ yes, refer to attachment [INSERT REFERENCE].								
If 'yes' to either question, the C	ontractor is to include an attachment to the	S&Q Quote with equivalent information to the Technical Data and Soft	ware Rights Schedule in the Contract.						
SECTION 9 CONFIDENTIAL INFORMATION									
	SECT	TION 9 CONFIDENTIAL INFORMATION							
•		TION 9 CONFIDENTIAL INFORMATION  n (i.e., in addition to information referred to in the Confidential Information and	d Reporting Attachment to the Contract)?						
	achment that identifies Confidential Information ntative, or authorised delegate, should include the contract for Confidential Inform		dered as new Confidential Information, meeting						
	achment that identifies Confidential Information native, or authorised delegate, should include the charact for Confidential Information of Contract.	n (i.e., in addition to information referred to in the Confidential Information and	dered as new Confidential Information, meeting						
	achment that identifies Confidential Information natative, or authorised delegate, should include the chiment to the Contract for Confidential Information of Contract.	n (i.e., in addition to information referred to in the Confidential Information and addeduced to the state of	dered as new Confidential Information, meeting						
⊠ no / ☐ yes  If 'yes', the Contractor Represer the criteria specified in the attace and Reporting attachment to the	achment that identifies Confidential Information natative, or authorised delegate, should include the chiment to the Contract for Confidential Information of Contract.	n (i.e., in addition to information referred to in the Confidential Information and addeduced to the state of	dered as new Confidential Information, meeting						

CONTRACT: CASG/ASD/CON15468/1

AL2 DID-SSM-S&Q-V4.0

PART 3 (S&Q Order): To be completed by the Commonwealth Representative after Approval of the S&Q Quote in accordance with the COC.

SUR\ Australian Government		/EY AND QUOTE ORDER	S&Q Order No: S&Q Order Date:	DDMMMYY
THE REAL WINDS	t of Defence	Pages:		
ABN 68 70	6 814 312	Amendment No:		
Contractor's detail	ils (Company name and address)	Contract No:		
		Approved Quotation No.		
		S&Q Services Title:		
		S&Q Services Summary		
ACN	ABN	Description:		
		Approved Quotation Date:	DDMMMYY	
		Approved Quotation Date.	DDIVININIT	
NT	E PRICE / QUOTATION (AS	10.22	THE TREE PROPERTY OF	TION)
NT	E PRICE / QUOTATION (AS	10.22	THE TREE PROPERTY OF	TION)  Price / Quotation (inc GST)
NT Total La		S SET OUT IN THE APP	ROVED QUOTA	Price / Quotation
	abour	S SET OUT IN THE APP	ROVED QUOTA	Price / Quotation
Total La	abour	S SET OUT IN THE APP	ROVED QUOTA	Price / Quotation
Total La Total Ma Total Su	abour aterials	S SET OUT IN THE APP	ROVED QUOTA	Price / Quotation
Total La Total Ma Total Su Total Of	abour aterials ubcontract Costs	S SET OUT IN THE APP	ROVED QUOTA	Price / Quotation

CONTRACT: CASG/ASD/CON15468/1

AL2 DID-SSM-S&Q-V4.0

This S&Q Order is issued on the terms set out in the conditions of contract, the Approved Quotation referred to above and any Special Conditions attached by the Commonwealth.									
This S&Q Order comprises the following documents:									
a. this S&Q Order;									
b. Attachment 1 – Approve	b. Attachment 1 – Approved Quotation;								
c. Attachment 2 - [INSEI	RT DETAILS]; and								
d. Attachment 3 – [INSEI	RT DETAILS].								
Inquiries regarding this orde	er should be directed to	o the Contact Officer:							
Printed name	Phone no.	Facsimile no.	Commonwealth Special Conditions Attached:						
Address			☐ Yes ☐ No						
Signed on behalf of the Commonv	vealth of Australia								
DDMMMYY									
(signature)	(date)								

Note: When applicable, include attachments for sections 8 and 9.

From: \$47E(d)
To: \$47F
Cc: \$47F(d)

s47E(d)

Subject: 20230808 1458 - [s47E(d) ]-[s47F ASIST Contract - Response to S&Q for the Disposal of

the Townsville MRH90 HHMS

Date: Tuesday, 8 August 2023 2:58:35 PM

Attachments: 230808 - letter - ASMU\_CAE - BM62726121 - RE\_ASIST - Response to S&O for the Disposal of the

Townsville MRH90 FFMS.pdf

#### OFFICIAL His47F

Please find attached a letter from us in relation to your letter containing the Response to the S&Q for the Disposal of the Townsville MRH-90 FFMS.

Should you require any further information, please call.

Regards.

#### s47E(d)

Manager, Aerospace Simulator Management Unit (ASMU) Air Lift Systems Program Office (ALSPO) Airlift & Tanker Systems Branch

Department of Defence | Capability Acquisition and Sustainment Group

s47E(d) | RAAF Base Amberley | AMBERLEY QLD AUSTRALIA 4306

T: \$4/E(d) | M: \$22 | E: \$47E(d)

has sent you a copy of "230808 - letter - ASMU/CAE - BM62726121 - RE: ASIST - Response to S&Q for the Disposal of the Townsville MRH90 FFMS" (BM62726121) v3.0 from Objective.

IMPORTANT: This email remains the property of the Department of Defence. Unauthorised communication and dealing with the information in the email may be a serious criminal offence. If you have received this email in error, you are requested to contact the sender and delete the email immediately.



AEROSPACE SYSTEMS DIVISION

AIR LIFT SYSTEMS PROGRAM OFFICE (ALSPO)

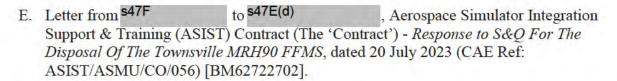
AEROSPACE SIMULATOR MANAGEMENT UNIT (ASMU)

BM62726121
08 August 2023
CAE Australia Pty Ltd (ABN 16 066 670 522)
Attn: s47F
Project Manager s47F
54/ [
via email to: s47F
Dear <sup>s47F</sup> ,
AEROSPACE SIMULATOR INTEGRATION SUPPORT & TRAINING (ASIST) CONTRACT (THE 'CONTRACT') – RESPONSE TO S&Q FOR THE DISPOSAL OF THE TOWNSYLL E MPHOS FEMS

## THE TOWNSVILLE MRH90 FFMS

#### **References:**

- A. Aerospace Simulator Integrated Support & Training (ASIST) Contract ('the Contract') CASG/ASD/CON15468/1 [BM52505607].
- B. Letter from s47E(d) to s47F MRH-90 Full Flight and Mission Simulator (FFMS) Townsville: Withdrawal from Aerospace Simulator Integrated Support and Training (ASIST) Contract, dated 27 February 2023 [BM62190623].
- C. Letter from \$47F to s47E(d) , S&Q for the Disposal of the Townsville MRH90 FFMS (the 'Device'), dated 10 July 2023 (CAE Ref: ASIST/MRH90/CO/031) [BM61954247].
- to s47F D. Letter from s47E(d) Aerospace Simulator Integration Support & Training (ASIST) Contract (The 'Contract') - Response To S&Q For The Disposal Of The Townsville MRH90 FFMS, dated 18 July 2023 [BM61966730].



- F. Letter from s47E(d) to s47F MRH-90 Full Flight and Mission Simulator (FFMS) Townsville: Withdrawal from Aerospace Simulator Integrated Support and Training (ASIST) Contract, dated 27 February 2023 [BM56807064].
- 1. At Reference B, the Commonwealth:
  - a. provided notice that the Off Ramp Date for the Device is 28 February 2023, in accordance with clause 14.1.1(a) of the Contract and the definition of "Off Ramp Date" at Attachment M to Reference A; and
  - b. required CAE Australia Pty Limited (**CAE-A**) to submit an Additional Phase Out Plan and an S&Q Quote for disposal of the Device in accordance with clauses 14.4.3(b) and 14.4.8(b) of Reference A.
- 2. At Reference C, CAE-A provided a proposed S&Q Quote for the Disposal of the Device, which included the s47G Subcontractor cost in the amount of AUD s47G
- 3. At Reference D, the Commonwealth requested the removal of the s47G from the proposed S&Q, including because the Commonwealth cannot locate (and CAE-A has not identified) any provisions within Reference A which provide for any such payment.
- 4. At Reference E, CAE-A agreed to remove the s47G from the proposed S&Q "conditional upon the Commonwealth agreeing to hold negotiations as part of CCP006 to the Contract, specifically in relation to any costs described by clause 13.4.3(b) of the Contract resulting from the early reduction of scope for the MRH90 platform".
- 5. The Commonwealth does not agree to CAE-A's proposed condition, including because:
  - a. in circumstances where CAE-A has no contractual entitlement to seek or receive payment of the s47G, the Commonwealth can see no reason to agree any "condition" on the removal of the s47G from the S&Q Quote; and
  - b. contrary to CAE-A's assertion in Reference E, the Commonwealth's nomination of an Off Ramp Date for the Device at Reference B was not a reduction of scope under clause 13.4 of Reference A and, therefore, clause 13.4.3(b) of Reference A does not apply.
- 6. The Commonwealth requests that CAE-A provide an updated Additional Phase Out Plan in respect of the Device.

7. The Commonwealth looks forward to continuing its productive relationship with CAE-A in respect of the Aerospace Simulators supported under Reference A.

Yours sincerely,	
s22	
s47E(d)	
Manager, Aerospace Simulator Management Uni	t (ASMU)
Air Lift Systems Program Office (ALSPO)	
Capability Acquisition and Sustainment Group	
s47E(d)	

From: \$47E(d)
To: \$47F
Cc: \$47E(d)

Subject: 20230809 1510 - [s47E(d) ]-[s47F - ASIST - Response to S&Q for the Disposal of the

Townsville MRH90 HHMS

Date: Wednesday, 9 August 2023 3:10:21 PM

Attachments: 230809 - letter - ASMU\_CAE - BM62726121 - RE\_ASIST - Response to S&O for the Disposal of the

Townsville MRH90 FFMS.pdf

OFFICIAL Hi s47F

Apologies, but we identified an error in the addressing of the letter I sent to you yesterday, with the letter addressed to \$47F and not you. This has been corrected in the attached update to the letter.

Cheers,

s47E(d)

Manager, Aerospace Simulator Management Unit (ASMU) Air Lift Systems Program Office (ALSPO) Airlift & Tanker Systems Branch

Department of Defence | Capability Acquisition and Sustainment Group

s47E(d) | RAAF Base Amberley | AMBERLEY QLD AUSTRALIA 4306 T: \$4/E(d) | M: \$22 | E: \$47E(d)

has sent you a copy of "230809 - letter - ASMU/CAE - BM62726121 - RE: ASIST - Response to S&Q for the Disposal of the Townsville MRH90 FFMS" (BM62726121) v4.0 from Objective.

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#### **OFFICIAL**



AEROSPACE SYSTEMS DIVISION
AIR LIFT SYSTEMS PROGRAM OFFICE (ALSPO)

AEROSPACE SIMULATOR MANAGEMENT UNIT (ASMU)

BM62719281

09 August 2023

CAE Australia Pty Ltd (ABN 16 066 670 522)
Attn: S47F
Contracts Manager s47F

via email to: S47F

Dear s47F

# AEROSPACE SIMULATOR INTEGRATION SUPPORT & TRAINING (ASIST) CONTRACT (THE 'CONTRACT') – RESPONSE TO S&Q FOR THE DISPOSAL OF THE TOWNSVILLE MRH90 FFMS

# References:

- A. Aerospace Simulator Integrated Support & Training (ASIST) Contract ('the Contract') CASG/ASD/CON15468/1 [BM52505607].
- B. Letter from s47E(d) to s47F *MRH-90 Full Flight and Mission Simulator (FFMS) Townsville: Withdrawal from Aerospace Simulator Integrated Support and Training (ASIST) Contract*, dated 27 February 2023 [BM62190623].
- C. Letter from \$47F to \$47E(d) , *S&Q for the Disposal of the Townsville MRH90 FFMS (the 'Device')*, dated 10 July 2023 (CAE Ref: ASIST/MRH90/CO/031) [BM61954247].
- D. Letter from \$47E(d) to \$47F Aerospace Simulator Integration Support & Training (ASIST) Contract (The 'Contract') Response To S&Q For The Disposal Of The Townsville MRH90 FFMS, dated 18 July 2023 [BM61966730].
- E. Letter from s47F to s47E(d) , Aerospace Simulator Integration Support & Training (ASIST) Contract (The 'Contract') *Response to S&Q For The Disposal Of The Townsville MRH90 FFMS*, dated 20 July 2023 (CAE Ref: ASIST/ASMU/CO/056) [BM62722702].
- F. Letter from \$47E(d) to \$47F MRH-90 Full Flight and Mission Simulator (FFMS) Townsville: Withdrawal from Aerospace Simulator Integrated Support and Training (ASIST) Contract, dated 27 February 2023 [BM56807064].

## OFFICIAL

- 1. At Reference B, the Commonwealth:
  - a. provided notice that the Off Ramp Date for the Device is 28 February 2023, in accordance with clause 14.1.1(a) of the Contract and the definition of "Off Ramp Date" at Attachment M to Reference A; and
  - b. required CAE Australia Pty Limited (CAE-A) to submit an Additional Phase Out Plan and an S&Q Quote for disposal of the Device in accordance with clauses 14.4.3(b) and 14.4.8(b) of Reference A.
- 2. At Reference C, CAE-A provided a proposed S&Q Quote for the Disposal of the Device, which included the s47G Subcontractor cost in the amount of s47G
- 3. At Reference D, the Commonwealth requested the removal of the s47G from the proposed S&Q, including because the Commonwealth cannot locate (and CAE-A has not identified) any provisions within Reference A which provide for any such payment.
- 4. At Reference E, CAE-A agreed to remove the s47G from the proposed S&Q "conditional upon the Commonwealth agreeing to hold negotiations as part of CCP006 to the Contract, specifically in relation to any costs described by clause 13.4.3(b) of the Contract resulting from the early reduction of scope for the MRH90 platform".
- 5. The Commonwealth does not agree to CAE-A's proposed condition, including because:
  - a. in circumstances where CAE-A has no contractual entitlement to seek or receive payment of the s47G, the Commonwealth can see no reason to agree any "condition" on the removal of the s47G from the S&Q Quote; and
  - b. contrary to CAE-A's assertion in Reference E, the Commonwealth's nomination of an Off Ramp Date for the Device at Reference B was not a reduction of scope under clause 13.4 of Reference A and, therefore, clause 13.4.3(b) of Reference A does not apply.
- 6. The Commonwealth requests that CAE-A provide an updated Additional Phase Out Plan in respect of the Device.

The Commonwealth looks forward to continuing its productive relationship with CAE-A in respect of the Aerospace Simulators supported under Reference A.

Yours sincerely, s22	
s47E(d)	
Manager, Aerospace Simulator Management Unit (ASMU) Air Lift Systems Program Office (ALSPO) Capability Acquisition and Sustainment Group s47E(d) s47E(d)	

From: s47E(d)
To: s47F

Subject: 20230814 1838 - [s47E(d) s47F MRH-90 Townsville Disposal S&Q Response (S&Q

Quote-draft Annex)

**Date:** Monday, 14 August 2023 6:38:00 PM

S&Q - MRH90 TVL - Milestone Payment Schedule and Acceptance Criteria v2.docx

### **OFFICIAL**

Hi s47F

Please review the attached for acceptability as I plan to attach this to the S&Q Order s.t. procurement finalisation. CAE version attached for ease of reference.

A tiny detail but you'll note I slightly changed some MS values (up/down 1c) so they aligned with the S&Q Quote totals.

Kind regards, s47E(d)

Contractor to Defence

**FSTD Program Support** 

Army Aviation Systems Branch-AASPO-ACTSS MU (Training Systems)

**Department of Defence** | Capability Acquisition and Sustainment Group

Victoria Barracks Brisbane, s47E(d)

Ph: s47E(d) Mob: s22

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From: s47F			
<b>Sent:</b> Friday, 21 July 2023 4:08 PM			
<b>To:</b> s47E(d)			
Cc: s47F			
	s47E(d)		
	s47F		

Subject: RE: MRH-90 Townsville Disposal S&Q Response [SEC=OFFICIAL]

▲ EXTERNAL EMAIL: Do not click any links or open any attachments unless you trust the sender and know the content is safe. ▲

Good afternoon s47E(d)

Please find the attached and updated S&Q (and associated Milestone Payment Schedule) for the TVL MRH90 FFMS Disposal.

Looking forward to working collaboratively on this so CAE can commence the Disposal activities on 1 September.

Thanks and have a great weekend.

Kind regards

S47F | CAE Australia | Project Manager | M. S47F

From: S47F

Sent: Tuesday, 18 July 2023 10:21 AM

**To**: s47E(d)

Cc: s47F

s47E(d)

Subject: RE: MRH-90 Townsville Disposal S&Q Response [SEC=OFFICIAL]

Good morning s47E (d)

Just letting you know that this Letter has been received and acknowledged.

Kind regards

s47F | CAE Australia | Project Manager | M. s47F

-----Original Message-----

From: s47E(d)

Sent: Tuesday, 18 July 2023 8:55 AM

To: **s47F** 

Cc: **s47F** 

s47E(d)

Subject: MRH-90 Townsville Disposal S&Q Response [SEC=OFFICIAL]

ATTENTION : Ce courriel provient de l'extérieur de l'organisation. Ne cliquez pas sur les liens ni sur les pièces jointes à moins que vous reconnaissiez l'expéditeur et que vous sachiez que le contenu est sûr.

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

OFFICIAL

s47F

Please find attached a letter in relation to the recently received S&Q package for the disposal of

the MRH-90 FFMS from Townsville.

Your urgent attention to this response is appreciated.

Regards,

s47E(d)

Manager, Aerospace Simulator Management Unit (ASMU) Air Lift Systems Program Office (ALSPO) Airlift & Tanker Systems Branch

\_\_\_\_\_

Department of Defence | Capability Acquisition and Sustainment Group s47E(d) | RAAF Base Amberley | AMBERLEY QLD AUSTRALIA 4306

T: s47E(d) | M: s22 | E: s47E(d)

**s47E(d)** has sent you a copy of "230718 - letter - ASMU/CAE - BM61949150 - CoA to CAE - MRH-90 S&Q Query (final)" (BM61966730) v6.0 from Objective.

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#### COMMERCIAL-IN-CONFIDENCE (Without Prejudice)

Price and Payment Schedule and Achievement Criteria

FOI 669/23/24	ATTACHMENT C TO
ent 12 PURC	HASE ORDER AND CONTRACT
	[insert number]

Milestone Number #.	MAED	MRH90 FFMS Townsville – Demilitarization, Sanitization, Dismantling and Disposal Milestone Event	Percentage of total Firm Fixed Price (FFP)	of Not to	Milestone Payment Amount - \$AUD (ex GST)	Milestone Payment Amount - \$AUD (incl GST)	Achievement Criteria
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
1	1	Townsville MRH-90 FFMS Power Off-FFP component	50%	N/A	s47G		<ol> <li>Confirmation from the electrical subcontractor via CAE that the TVL FFMS has been Powered Off to the satisfaction of the CoA</li> </ol>
2	1	Townsville MRH-90 FFMS Power Off-NTE component	N/A	Up to 25%	s47G		Confirmation from the electrical subcontractor via CAE that the TVL FFMS has been Powered Off to the satisfaction of the CoA     Evidence to the satisfaction of the CoA of sufficient CAE material, subcontractor and Travel and Living expenditure to support payment of (at least) 25% of the NTE component     Phase Out complete to the satisfaction of the CoA
3	3	Project Completion-FFP component	50%	N/A	s47G		1. All activities in accordance with the CMS have been completed to the satisfaction of the CoA 2. All Disposal Certificates relating to the sanitisation and destruction of the FFMS have been provided and accepted by the CoA 3. All subcontractor invoices have been received and evidence has been provided and accepted by the CoA tenable verification of the "True-Up**" of the NTE Portion of the S&Q
4	3	Project Completion-NTE component	N/A	Up to 75%	s47G		1. All activities in accordance with the CMS have been completed to the satisfaction of the CoA 2. All Disposal Certificates relating to the sanitisation and destruction of the FFMS have been provided and accepted by the CoA 3. All subcontractor invoices have been received and evidence has been provided and accepted by the CoA tenable verification of the "True-Up**" of the NTE Portion of the S&Q 4. Phase Out complete to the satisfaction of the CoA
			100%	Up to 100%	Up to AUD	s47G	

Not	

Column (a) Milestone number.

Column (b) Months After Effective Date (Indicative only - Refer to Master Schedule)

Column (c) Milestone Event

Percentage of total Firm Fixed Price (FFP) (AUD) Column (d) Column (e) Percentage of total Not to Exceed (NTE) (AUD)

Column (f) Milestone Payment in AUD excluding GST

Column (g) Milestone Payment firm fixed price value in AUD including GST

Achievement Criteria used by the Commonwealth to validate whether: Column (g)

a. the Contractor may legitimately make claims in relation to achievement of work on elements comprising a given Milestone; and

b. a given Milestone has been achieved.

\*\*True-Up The activity CAE will undertake to bill to the CoA based on actuals for NTE components. Actuals will be provided to the CoA in the form of an Excel sheet which will contain a breakdown of the material, subcontractor and Travel and Living (T&L) costs with CAE's mark-ups included. The

CoA may request access to supplier invoices for the purpose of validation of Achievement Criteria associated with NTE components

ATTACHMENT B TO S&Q - MRH90 TVL - Demilitarization\_Sanitization\_Dismantling and Disposal

# TVL MRH90 FFMS DEMILITARIZATION, SANITIZATION, DISMANTLING AND DISPOSAL

OFFICIAL

# 1. MILESTONE PAYMENT SCHEDULE WITH ACCEPTANCE CRITERIA

# 1.1 Price 1.1.1 The S&Q is formed based on a combination of Firm Fixed Price and Not to Exceed. It is priced in one currency. The total iss47G 1.1.2 CAE price is valid until 31 August 2023 1.1.3 Payment terms are in accordance with the ASIST Contract.

# 1.2 Firm Fixed Price Payments

- 1.2.1 Table 1 sets out the Milestones, the criteria for achievement of the Milestones, the Milestone Dates and the Milestone Payments for the FFP portion of the S&Q.
- 1.2.2 The Commonwealth shall, for achievement of a Milestone, pay to the Contractor the relevant Milestone Payment as specified in Table 1.
- 1.2.3 The Contractor is taken to have achieved a Milestone only if all of the criteria for the Milestone set out in the Table 1 have been satisfied.

# Table 1

M#	MILESTONE DESCRIPTION	MILESTONE CRITERIA	MILESTONE DATE(S)	CERTIFICATION				
					MILESTONE PAYMENTS Percentages	Price (ex. GST)	GST	Price (Inc. GST)
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
1	Power Off	TVL MRH90 FFMS Power Off	1 September 2023	Confirmation from the electrical subcontractor that the TVL FFMS has been Powered Off	50% of the FFP portion of the S&Q amount	s47G		
2	Project Completion	<ul> <li>All activities in accordance with the CMS have been completed;</li> <li>All Disposal Certificates relating to the sanitisation and destruction of the FFMS have been provided to the Commonwealth;</li> <li>All subcontractor invoices have been received and evidence has been provided to the Commonwealth to enable the "True-Up**" of the NTE Portion of the S&amp;Q.</li> </ul>	1 December 2023	Project Closure Meeting Minutes confirming CAE has completed all work and satisfied all Milestone Criteria	50% of the FFP portion of the S&Q amount	s47G	_	_
	-			Totals	100%	s47G		

(\*\*True-Up refers to the activity CAE will undertake to bill to the Commonwealth based on actuals. The actuals will be provided to the Commonwealth in the form of an Excel sheet which will contain a breakdown of the material and T&L costs with CAE's mark-ups included).

# 1.3 Not to Exceed Payment

- 1.3.1 Table 2 sets out the Milestones, the criteria for achievement of the Milestones, the Milestone Dates and the Milestone Payments for the NTE portion of the S&Q.
- 1.3.2 The Commonwealth shall, for achievement of a Milestone, pay to the Contractor the relevant Milestone Payment as specified in Table 2.
- 1.3.3 The Contractor is taken to have achieved a Milestone only if all of the criteria for the Milestone set out in the Table 2 have been satisfied

# Table 2

#	MILESTONE DESCRIPTION	MILESTONE CRITERIA	MILESTONE DATE(S)	CERTIFICATION					
					MILESTONE PAYMENTS Percentages	Price (ex. GST)	GST	Price (Inc. GST) (f ) + (g)	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	
1	Power Off	TVL MRH90 FFMS Power Off	1 September 2023	Confirmation from the electrical subcontractor that the TVL FFMS has been Powered Off	25% of the NTE portion of the S&Q amount excluding Subcontractor costs	s47G	-		
2	Project Completion	<ul> <li>All activities in accordance with the CMS have been completed;</li> <li>All Disposal Certificates relating to the sanitisation and destruction of the FFMS have been provided to the Commonwealth;</li> <li>All subcontractor invoices have been received and evidence has been provided to the Commonwealth to enable the "True-Up**" of the NTE Portion of the S&amp;Q.</li> </ul>	1 December 2023	Project Closure Meeting Minutes confirming CAE has completed all work and satisfied all Milestone Criteria	75% of the NTE portion of the S&Q amount	s47G	_		
	,			Totals	100%	s47G	1		

(\*\*True-Up refers to the activity CAE will undertake to bill to the Commonwealth based on actuals. The actuals will be provided to the Commonwealth in the form of an Excel sheet which will contain a breakdown of the material and T&L costs with CAE's mark-ups included).

From: \$47E(d)
To: \$47E(d)
Cc: \$47F(d)

Subject: 20230815 1039 - [s47E(d) THE TOWNSVILLE MRH90 FFMS

ASIST-ASMU-CO-62 - CAE RESPONSE TO SQ FOR THE DISPOSAL OF

**Date:** Tuesday, 15 August 2023 10:39:46 AM

Attachments: ASIST-ASMU-CO-62 - CAE RESPONSE TO SQ FOR THE DISPOSAL OF THE TOWNSVILLE MRH90 FFMS.pdf

image001.jpg image002.png

#### **OFFICIAL**

Gents,

For information...

Cheers,

s47E(d)

Manager, Aerospace Simulator Management Unit (ASMU) Air Lift Systems Program Office (ALSPO) Airlift & Tanker Systems Branch

Department of Defence | Capability Acquisition and Sustainment Group \$47E(d) | RAAF Base Amberley | AMBERLEY QLD AUSTRALIA 4306

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From: s47F

**Sent:** Monday, 14 August 2023 4:17 PM

To: s47E(d) Cc: s47F

Subject: ASIST-ASMU-CO-62 - CAE RESPONSE TO SQ FOR THE DISPOSAL OF THE TOWNSVILLE MRH90 FFMS

<u>▲ EXTERNAL EMAIL:</u> Do not click any links or open any attachments unless you trust the sender and know the content is safe. <u>▲</u>

G'day s47E(d)

Please find attached, CAE's response to your letter of last week regarding the S&Q for TVL Disposal.

Hoping we get to a reasonable position quickly

Kind regards

s47F		
s47F		
Senior Commercia T. \$47F E. \$47F A. \$47F	n manager, IPAC M. <b>s47F</b>	
cae.com		

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Defence FOI 669/23/24
CAE Australia Pty Ltd Document 13
s47F
s47F

Web site:

CAE Ref: ASIST/ASMU/CO/062

14 August 2023

s47E(d)

Program Manager, ASMU Air Lift Systems Program Office (ALSPO)

Dear s47E(d)

# AEROSPACE SIMULATOR INTEGRATION SUPPORT & TRAINING (ASIST) CONTRACT – RESPONSE TO S&Q FOR THE DISPOSAL OF THE TOWNSVILLE MRH90 FFMS

#### References:

- A. Aerospace Simulator Integrated Support & Training (ASIST) Contract ('the Contract') CASG/ASD/CON15468/1
- B. CoA letter BM62726121 dated 8 August 2023
- C. CoA letter BM56807064 dated 27 February 2023
- D. CoA email (\$\frac{s47E(d)}{s47F}) "RE: MRH90 Delivery of TVL MRH90 Additional Phase Out Plan and Associated Deliverables" dated 03 August 2023
- E. DID-SSM-PHOP MGT-1300 Phase-Out Plan
- 1. CAE acknowledges receipt of your letter at Reference B.
- 2. Within paragraph 5 of Reference B, the Commonwealth states that it does not agree with CAE's proposed condition to hold negotiations as part of CCP006.
- 3. CAE wishes to clarify that the intention of the proposal was to formalise discussions regarding the S&Q specifically, and the disposal activities more generally. This approach is proposed following a comment made by the logistics authority that CAE was conducting 'informal and un-minuted' meetings on the subject.
- 4. CAE views the Commonwealth's position (stated at paragraph 5.b to Reference B), that the removal of support for the Townsville MRH90 FFMS is not a reduction of scope, as unconscionable. If the Commonwealth is of the view that this is not a reduction of scope, then CAE anticipates that the Commonwealth is not expecting there to be a corresponding reduction in price for MRH90 FFMS support.
- 5. Under the Contract:
  - a. advice of an Off-Ramp Date (Reference C) commences the Phase Out of a Simulator (cl 14.1.1.a); and



- b. Phase Out as defined under the Contract refers to "the set of activities undertaken by the Contractor and Commonwealth in respect of, and to prepare for, the expiry or earlier termination of the Contract or where there is a <u>reduction in scope of the</u> <u>Contract</u>" (Attachment M – Glossary).
- 6. Furthermore, in the Commonwealth's review of the Additional Phase-Out Plan (Reference D), the Commonwealth accepted that the Additional Phase-Out Plan details the set of activities associated with the "reduction of scope of the Contract", as is required by reference E.
- 7. Accordingly, CAE disagrees that CAE has no contractual entitlement to submit a claim for "any reasonable costs incurred by the Contractor that are directly attributable to the reduction" under clause 13.4.3(b) of the Contract.
- 8. CAE requests the Commonwealth reconsider its position stated at paragraph 5 of Reference B, to minimise further delay to the preparation of disposal activities.
- 9. Further, CAE reserves its right to claim for amounts that may be payable under clause 13.4.3(b) of the Contract.
- 10. Lastly, CAE confirms it will be providing the Commonwealth with an updated Additional Phase Out Plan to address the Commonwealth's comments at Reference D.
- 11. In entering the Contract, the Parties agreed that one of the objectives is "to obtain for the Contractor as a commercial entity a reasonable return on its investment when it performs the Contract efficiently and successfully" (cl 1.3.1.f to the Contract). With the withdrawal of the MRH90 capability some fifteen years ahead of the initial Planned Withdrawal Date, and the commercial imperatives that this imposes on CAE, a reasonable return on its investment is all CAE is seeking.

Yours sincerely	
s47F	
s47F	
Senior Commercial Manager CAE Australia Pty Ltd	