



# **INVITATION TO TENDER**

## **AERIAL FIREFIGHTING SERVICES 2013 ONWARDS**

**('ITT AFS 2013+')**

National Aerial Firefighting Centre  
ABN 96 105 736 392  
Level 5 / 340 Albert Street  
EAST MELBOURNE VICTORIA 3002  
AUSTRALIA  
[tenders@nafc.org.au](mailto:tenders@nafc.org.au)

## TABLE OF CONTENTS

<b>1.</b>	<b>INTRODUCTION.....</b>	<b>6</b>
1.1.	NATIONAL AERIAL FIREFIGHTING CENTRE .....	6
1.2.	INVITATION TO TENDER .....	6
1.3.	FURTHER INFORMATION .....	7
1.4.	REFERENCE DOCUMENTS .....	7
1.5.	DEFINITIONS AND ABBREVIATIONS .....	8
<b>PART A:</b>	<b>TERMS AND CONDITIONS OF TENDER .....</b>	<b>12</b>
1.	INFORMATION FOR TENDERERS.....	12
1.1.	<i>Context of this Tender.....</i>	12
1.2.	<i>Tender Process and Plan .....</i>	12
1.3.	<i>Differences from Previous Processes.....</i>	12
1.4.	<i>Terminology .....</i>	13
1.5.	<i>Alternative Process .....</i>	13
1.6.	<i>Reconnaissance Aircraft Services .....</i>	13
2.	TENDER STAGES .....	13
2.1.	<i>Stage 1 – Qualification Stage .....</i>	13
2.2.	<i>Stage 2 – Pricing Stage .....</i>	13
2.3.	<i>Contract Award .....</i>	14
3.	TENDER EVALUATION CRITERIA .....	14
3.1.	<i>Stage 1 – Evaluation Criteria .....</i>	14
3.2.	<i>Stage 2 – Evaluation Criteria .....</i>	15
4.	CONTRACT .....	15
4.1.	<i>The Contract .....</i>	15
4.2.	<i>Contract Period .....</i>	15
4.3.	<i>Aircraft Utilisation .....</i>	15
4.4.	<i>Air Operators Certificate Holder as Contractor.....</i>	15
4.5.	<i>Contracting with Overseas Operators.....</i>	15
4.6.	<i>Contractor Performance Monitoring.....</i>	16
4.7.	<i>Financial Security.....</i>	16
5.	CONDITIONS OF TENDER SUBMISSION.....	16
5.1.	<i>Terms of Participation .....</i>	16
5.2.	<i>Tender Response Parameters.....</i>	18
5.3.	<i>Specimen Contract Compliance .....</i>	19
5.4.	<i>Service Response.....</i>	19
6.	LODGEMENT OF TENDERS.....	20
6.1.	<i>Tender Lodgement.....</i>	20
6.2.	<i>Tender Closing Date .....</i>	20
7.	FURTHER INFORMATION .....	20
8.	POST TENDER FEEDBACK.....	21

<b>PART B:</b>	<b>SERVICE REQUIREMENTS .....</b>	<b>22</b>
1.	SERVICE REQUIREMENTS / SPECIFICATIONS .....	22
1.1.	<i>General</i> .....	22
1.2.	<i>Summary of Service Requirements</i> .....	22
1.3.	<i>Contract Periods and Service Periods</i> .....	22
1.4.	<i>Contract Types</i> .....	22
1.5.	<i>Availability levels</i> .....	23
1.6.	<i>Services Environment</i> .....	23
1.7.	<i>Notice Periods</i> .....	24
1.8.	<i>Nominated Operational Bases (NOB)</i> .....	24
1.9.	<i>Carriage of Passengers</i> .....	24
1.10.	<i>Firebombing Delivery Systems</i> .....	25
1.11.	<i>Air Attack Supervision Platforms</i> .....	25
1.12.	<i>Specialist Intelligence Gathering Aircraft</i> .....	26
1.13.	<i>Specialist Operations – Winching or Rappelling</i> .....	26
1.14.	<i>Fuel</i> .....	27
1.15.	<i>Multiple Services</i> .....	28
1.16.	<i>Additional or Supplementary Capabilities</i> .....	28
1.17.	<i>Pricing</i> .....	29
<b>PART C:</b>	<b>TENDER RESPONSE .....</b>	<b>31</b>
1.	TENDERER INFORMATION .....	31
2.	DECLARATIONS .....	31
2.1.	<i>Authorised Person</i> .....	31
2.2.	<i>Tender Participation Terms and Conditions</i> .....	31
2.3.	<i>Conflict of Interest</i> .....	31
2.4.	<i>Guarantee</i> .....	31
3.	TENDER EXECUTIVE SUMMARY .....	31
4.	ORGANISATION .....	32
4.1.	<i>Company Structure and Ownership</i> .....	32
4.2.	<i>Company History and Industry Experience</i> .....	32
4.3.	<i>Key Staff – Management</i> .....	32
4.4.	<i>Key Staff – Operational</i> .....	32
4.5.	<i>Organisational Capacity &amp; Capability</i> .....	32
4.6.	<i>Innovation</i> .....	32
4.7.	<i>Financial</i> .....	32
4.8.	<i>Incidents, Accidents, Non-Compliance &amp; Show Cause</i> .....	32
4.9.	<i>Current References</i> .....	32
5.	MANAGEMENT SYSTEMS .....	33
5.1.	<i>Quality Management Systems</i> .....	33
5.2.	<i>Safety Management Systems</i> .....	33
5.3.	<i>Workplace Occupational Health &amp; Safety Program and Systems</i> .....	33

5.4.	<i>Risk Management</i> .....	33
5.5.	<i>Emergency Response Plans</i> .....	33
5.6.	<i>Financial Systems</i> .....	33
5.7.	<i>Subcontractor Management</i> .....	33
5.8.	<i>Flight Crew &amp; Crewperson Management</i> .....	33
5.9.	<i>Drug &amp; Alcohol Management Plan</i> .....	33
5.10.	<i>Check and Training System</i> .....	34
6.	INFRASTRUCTURE AND MAINTENANCE.....	34
6.1.	<i>Support Infrastructure</i> .....	34
6.2.	<i>Maintenance</i> .....	34
7.	AIRCRAFT AND SERVICES.....	34
7.1.	AIRCRAFT AND SERVICES TENDER FORM.....	34
7.2.	<i>Overview</i> .....	34
7.3.	<i>Firebombing Delivery Systems</i> .....	34
7.4.	<i>Avionics &amp; Communications</i> .....	35
7.5.	<i>Aircraft Performance Enhancement</i> .....	35
7.6.	<i>Global Positioning Systems</i> .....	35
7.7.	<i>Tracking and Event Logging</i> .....	35
7.8.	<i>Aircraft Trend Monitoring Systems</i> .....	35
7.9.	<i>Seating &amp; Seatbelts</i> .....	35
7.10.	<i>Specialist Intelligence Gathering Equipment</i> .....	35
7.11.	<i>Winching / Rappelling</i> .....	36
7.12.	<i>Nominated Operational Base</i> .....	36
7.13.	<i>Activation Systems</i> .....	36
7.14.	<i>Notice Period</i> .....	36
7.15.	<i>Training Period</i> .....	36
7.16.	<i>Availability of Aircraft Outside of Service Period</i> .....	36
7.17.	<i>Fuelling Facilities / Refueller</i> .....	36
7.18.	<i>Support Vehicles</i> .....	37
7.19.	<i>Additional Capabilities</i> .....	37
7.20.	<i>Aircraft Type Calculations</i> .....	37
7.21.	<i>Passenger Carriage Capability Calculations</i> .....	37
7.22.	<i>High Volume Delivery Calculations</i> .....	37
7.23.	<i>Aircraft Fuel Capacity</i> .....	37
7.24.	<i>Other Calculations or Analysis</i> .....	37
8.	CONTRACT COMPLIANCE.....	37
8.1.	<i>Contract Departures</i> .....	37
8.2.	<i>'Preferred', 'Strongly Preferred' and 'Optional' Clauses</i> .....	37
9.	CERTIFICATIONS .....	38
9.1.	<i>Air Operator's Certificate</i> .....	38
9.2.	<i>Certificates of Airworthiness</i> .....	38

9.3.	<i>Supplemental Type Certificates (STC) and Engineering Approvals</i> .....	38
9.4.	<i>Specific Approvals</i> .....	38
9.5.	<i>Insurances</i> .....	38

## 1. INTRODUCTION

This Invitation to Tender seeks tenders from qualified organisations for the provision of aviation services to support control of bushfires across Australia. Successful tenderers will be experienced, highly motivated, highly capable providers who will enter into contracts to provide specialised Aircraft Services for three years commencing in 2013 (for the 2013-14 fire season) with two years of optional extensions. Tenders are invited for specific classes of fixed wing and rotary wing aircraft Services.

### 1.1. National Aerial Firefighting Centre

- a. The National Aerial Firefighting Centre ABN 96 105 736 392 (**NAFC**) has been formed by the Australian states and territories (**Members**) to assist and support those Members, including with the procurement of Aerial Firefighting resources.
- b. In Australia, individual states and territories remain responsible for the management of bushfires and a range of other emergencies, and for most land management. State and territory governments and the Australian Government have, however, recognised the importance of collaboration and cooperation in Aerial Firefighting and have established NAFC to support and facilitate collaboration across Australia. A key objective is that NAFC facilitates the sharing of resources between Members. Sharing of resources is achieved in a number of ways, including:
  - i. procuring, on behalf of the Members, Aerial Firefighting resources with common contract arrangements designed to support resource sharing; and
  - ii. development and introduction of protocols and systems for the sharing of all Aerial Firefighting resources, including support resources; and
  - iii. development and implementation of common standards, operating and support systems.
- c. NAFC also assists Members with the coordination of research and evaluation activities and with the sharing of information and results from these activities.
- d. The Australian Government provides some funding, through NAFC, to support the Australian states and territories with procuring Aerial Firefighting resources. This funding is matched by Members, who also meet the remaining costs and any operating costs.
- e. In inviting submissions in this Invitation to Tender, NAFC is acting on behalf of its Members i.e. the Australian states and territories.

### 1.2. Invitation to Tender

- a. NAFC now invites the submission of tenders for the provision of Aerial Firefighting Services as detailed in this Invitation to Tender document and according to the terms and conditions of the Specimen Contract provided.
- b. The process is known as the Invitation to Tender for Aerial Firefighting Services 2013 Onwards (**ITT AFS 2013+**).
- c. The first stage of the tender process is known as the Qualification Stage (Stage 1). Tenders submitted will be evaluated and shortlisted based on the criteria outlined in Section 3.1 of Part A. Please note that prices are NOT sought at Stage 1. It is planned that only tenderers whose tenders are shortlisted as part of Stage 1 will be invited to participate in the following selection stages.

- d. Aerial Firefighting Services procured through this tender process are designed to complement Aircraft services that are contracted directly by, or owned by, some states and territories. Some states and territories will still invite tenders for Aerial Firefighting resources which will be contracted directly to individual state or territory agencies. Other Aircraft services may also be obtained by the states and territories on a “Call-When-Needed” basis.
- e. Aerial Firefighting Services procured through this tender process, although contracted by NAFC, will be managed and supervised “on-the-ground” by the relevant Member.
- f. NAFC acknowledges that these multi-layered procurement processes may at times appear confusing. If tenderers are in any doubt as to the nature of the requirements or the status of any procurement process, please study the information on the NAFC website [www.nafc.org.au](http://www.nafc.org.au) or contact NAFC in writing.
- g. The list of Services for which tenders are invited is provided at Appendix 1 (the “Table of Services”).
- h. A Specimen Contract is provided as a basis on which to tender the Services specified. However, tenderers should note that any Contract that is executed with the successful tenderer may vary from the Specimen Contract depending on the specific Service requirements.
- i. This Invitation to Tender is running in parallel with two other separate NAFC procurement invitations:
  - i. An invitation to submit a Proposal to supply Large Airtanker Services (**RFP LAS 2013**); and
  - ii. An invitation to submit a Proposal for the provision of data integration services for the Australian Fire Aircraft Monitoring System (**AFAMS CFS AFAMS 2013**).
- j. It is expected that public advertisement of these two parallel processes will follow the advertisement of this Invitation to Tender for Aerial Firefighting Services by several weeks.
- k. The issue of this Invitation to Tender does not bind NAFC or its Members to proceeding with the acquisition of any Aerial Firefighting Services.

### 1.3. Further Information

- a. Further general background information on NAFC and Aerial Firefighting in Australia may be obtained at the NAFC website:  
[www.nafc.org.au](http://www.nafc.org.au)
- b. For specific questions regarding the information contained in this Invitation to Tender or regarding the submission of a tender, please refer to Section 6 of Part A of this document.

### 1.4. Reference Documents

- a. This Invitation to Tender comprises a number of documents:
  - i. Invitation to Tender for Aerial Firefighting Services 2013 Onwards (this document); and

- ii. AFS 2013+ Table of Services (Appendix 1 of this document, provided as both a PDF file and an Excel spread sheet for convenience); and
  - iii. NAFC Specimen Contract, including Schedules.
- b. In addition, this Invitation to Tender makes reference to a number of other documents. All referenced documents listed below may be downloaded from NAFC's website.
- |                       |  |
|-----------------------|--|
| NAFC Standard OPS-001 | Approval of firebombing delivery systems                               |
| NAFC Standard PR-001  | Categorisation of rotary wing aircraft used for firebombing operations |
| NAFC Standard PR-002  | Categorisation of fixed wing aircraft used for firebombing operations  |
| NAFC Standard PR-003  | Definition of passenger carrying capability – firefighting aircraft;   |
| NAFC Standard PR-005  | Pricing for refuelling vehicles  |
- c. A document titled '*How to Respond to the Invitation to Tender AFS 2013+*' (**How to Respond Guide**).
- d. In addition, a number of template documents (response forms) are provided for tenderers to download, complete, and submit as part of their tender.

## 1.5. Definitions and Abbreviations

These definitions and abbreviations are provided for easy reference in this ITT document. Formal definitions are provided in the Specimen Contract.

**AAS Platform** or **Air Attack Platform** or **Air Attack Supervision** means an aircraft whose purpose is to supervise the process of attacking a fire from the air, including directing other aircraft and any other resources assigned to the fire. The AAS Platform may also undertake mapping, intelligence gathering and other tasks.

**Absolute Availability** means that during the defined Service Period the Aircraft Services are normally required to be immediately available (see also Partial Availability).

**Aerial Firefighting** means the operation of an Aircraft in support of activities conducted by the Member associated with, or training for, the prevention or suppression of fires.

**Aircraft** means an aircraft, Refueller, Flight Crew and Crewpersons utilised by the Contractor to perform the Services or undertake the tasks stipulated in the Specimen Contract.

**Air Operators Certificate (AOC)** has the same meaning as defined in and legislated by the *Civil Aviation Act 1988 (Cth)*.

**CASA** means the Civil Aviation Safety Authority as created by the *Civil Aviation Act 1988 (Cth)*.

**Contract** means the agreement entered into by NAFC and a Service provider, including any schedules and annexures, and any Purchase Order issued by a Member to purchase Services as set out in the agreement.



**Contract Period** means the total period of time that there is a Contract between NAFC and the Contractor. The actual Services however are normally only required during a Service Period or a Training Period. The Contract Period may be extended beyond the initial contracted period.

**Contract Price** means, collectively, all fees and charges payable or due to the Contractor as specified in the Contract for performance of the Services under the Contract.

**Contractor** means the tenderer ultimately selected to provide the Service.

**CPI** means the Consumer Price Index in Australia.

**Crewperson** means a suitably qualified person capable of supervising and assisting with loading or unloading personnel and equipment from the aircraft with the engine running; or with winch and rappel operations; or when the aircraft is operating in a confined or remote area or on unfavourable terrain or in reduced visibility.

**Daylight** means the period commencing at the beginning of civil twilight (dawn) and concluding at the end of civil twilight (dusk).

**Firebombing** means the dropping of Fire Suppressant or Fire Retardant from an aircraft in order to assist with the suppression of a fire as required by the agency responsible for suppressing the fire. Firebombing also applies to the dropping of substances for training, demonstration and simulation purposes.

**Firebombing Delivery System** means the aircraft equipment and systems used to dispense Fire Suppressant or Fire Retardant in the conduct of Firebombing operations, including but not limited to, Firebombing tanks, belly tanks and underslung buckets. A Firebombing Delivery System incorporates its component parts including, but not limited to, doors, gates, valves, venting systems, suppressant injection systems, system controllers and controller software.

**Fire Retardant** is a reference to either Fire Retardant Compound or Fire Retardant Slurry depending on the context in which it is used.

**Fire Retardant Compound** means a substance that is generally mixed with water, designed when mixed and applied to a fuel, to retard combustion by a chemical reaction.

**Fire Retardant Slurry** means a mixture of dissolved or suspended Fire Retardant Compound and water prepared for application from the air (or ground) to retard the spread of a fire.

**Fire Suppressant** is a reference to either Fire Suppressant Concentrate or Fire Suppressant Solution depending on the context in which it is used. Fire Suppressant may also refer to water without any additives.

**Fire Suppressant Concentrate** means a substance that is generally mixed with water, designed to reduce the surface tension of water and/or to hold water in suspension thus increasing water's efficiency as a fire extinguishing agent. Types of Fire Suppressant Concentrate include Class A firefighting foam, water enhancers and long and short chain polymer gels.

**Fire Suppressant Solution** means a mixture of Fire Suppressant Concentrate and water prepared for application from the air (or ground) to directly suppress a fire.

**Flight Crew** means any pilot in command, co-pilot, flight engineer or other member of the crew of an aircraft excluding Crewpersons who is required by statute or by the Contract to pilot or operate an aircraft when the aircraft is conducting Services under the Contract.

**FW** means Fixed Wing aircraft.

**GPS** means Global Positioning System and allows for navigation using signals from a constellation of satellites.

**GST** means the tax that is payable under GST law and imposed as a goods and services tax as set out in the GST Act. GST Act means the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* as amended, or if that Act does not exist for any reason any other Act imposing or relating to the imposition or administration of a goods and service tax in Australia. At the time of tender GST is legislated at 10%.

**Member** means any of the states or territories of Australia who are eligible to be members of NAFC in accordance with NAFC's constitution. At the time of this Invitation to Tender membership included the Australian Capital Territory, the Northern Territory, the State of New South Wales, the State of Queensland, the State of South Australia, the State of Tasmania, the State of Victoria and the State of Western Australia.

**Nominated Operational Base (NOB)** means the location at which the Aircraft is required to be based during the Service Period.

**Notice Period** means the minimum period of time, specified as a number of days, required to advise the Contractor in advance of the commencement date for any Service Period.

**Operating Charge** means the fees to be levied by the Contractor for the time the Aircraft is actually operating to undertake the tasks as specified in the Contract.

**Partial Availability** means that, during the defined Service Period the Aircraft providing Services are required to be available only on certain days or at certain times as notified in advance to the Contractor (see also Absolute Availability).

**Passenger Carrying Capability (PCC)** means the Passenger Carrying Capability number defined in NAFC Standard PR-003.

**Personnel** means any person employed or engaged by the Contractor to carry out any task related to the provision of the Services under Contract, including any personnel employed or engaged by a subcontractor.

**Primary Contract** means a Contract where at least one Service Period, of a defined minimum length, occurs in each year of the Contract Period (see also Secondary Contract).

**Purchase Order** means a legally binding instrument issued by a Member to the Contractor, giving notice of the purchase of Services under a Contract.

**Refueller** means collectively the vehicle, trailer, Personnel and associated equipment (meeting the specifications of the Contract), that are required to deliver fuel into an aircraft providing Services to NAFC under contract.

**RW** means Rotary Wing aircraft.

**Secondary Contract** means a Contract that provides for Service Periods that will only be activated in any given year by advance written notice to the Contractor. Service Periods, if activated, will be of a guaranteed minimum length of time (see also Primary Contract).

**Service** means collectively all things that the Contractor is obliged to deliver to complete the tasks set out in the Contract and may include, but is not limited to, the provision of any Aircraft, Flight Crew, Crewperson, equipment, Personnel, vehicles and/or activities associated with a resource which is provided by the Contractor to NAFC and Members under the Contract.

**Service Period** means the period of time each year, specified as a number of days, during which the Contractor is required to provide the Services as specified in the Contract. Service Periods usually coincide with the fire season and may be extended beyond the minimum length set out in the Contract in any given year.

**Specimen Contract** means the template Contract provided as part of the Invitation to Tender, and on which future Contracts will be based.

**Standing Charge** means the fees to be levied by the Contractor for the provision of the Service as specified in the Contract for each day of the Service Period.

**Training Period** means the period of time, if required and defined in the Contract, during which the Contractor is required to make the Services of the Aircraft available for specific training purposes.

**Type** means the Type of aircraft specified in NAFC Standards PR-001 and PR-002.

## **PART A: TERMS AND CONDITIONS OF TENDER**

### **1. INFORMATION FOR TENDERERS**

#### **1.1. Context of this Tender**

Tenderers should specifically note the points below, however tenderers will also need to study the detail of all of the documentation very carefully when preparing a tender.

#### **1.2. Tender Process and Plan**

- a. This timetable is provided to give tenderers an indication of the timing of the tendering process. It is indicative only and may be changed by NAFC in accordance with the terms set out in this Invitation to Tender.
- b. The Qualification Stage (Stage 1) is where tenderers will be evaluated based on the criteria outlined in Section 3.1 of Part A. This process is expected to conclude before February 2013.
- c. The Pricing Stage (Stage 2) will follow the Qualification Stage and will also be subject to an evaluation process. Only those tenderers shortlisted after the Qualification Stage will be invited to submit tender information for the Pricing Stage.
- d. Successful tenderers will then be notified of their selection to supply Services and the parties will enter into negotiations for the formalisation of a Contract.
- e. This Invitation to Tender process is planned to conclude with the execution of Contracts before the end of May 2013.

#### **1.3. Differences from Previous Processes**

- a. Some of the key differences in this process, compared to previous NAFC Invitations to Tender for Aerial Firefighting Services, include:
  - i. tenders are invited for a number of additional Services. Some of these additional Services were previously tendered by individual states or territories; and
  - ii. the Specimen Contract has been substantially revised, including re-ordering, grouping and numbering of terms and conditions; and
  - iii. the AOC holder delivering the Service is now required to be a party to the Contract for that Service; and
  - iv. the Specimen Contract now includes some specific provisions relating to subcontracting; and
  - v. several different categories of refuelling requirements have now been defined (see Section 1.14 of Part B); and
  - vi. there are various amended technical specifications for Aircraft and Services; and
  - vii. electronic tracking is now required for all aircraft; and
  - viii. event Logging, with data transmission, is now required for most Firebombing aircraft; and
  - ix. seatbelts with upper body restraint are now required; and

- x. submission of tenders will be entirely in electronic form, using the NAFC Electronic Tender Portal (operated by Apet<sup>®</sup> 360Pro<sup>™</sup>); and
- xi. the response to the tender invitation no longer requires a complete Compliance Statement, where tenderers are required to state the extent of compliance with every clause of the Specimen Contract. Instead a Contract Departures statement must be completed.

#### **1.4. Terminology**

Members are gradually standardising contract and procurement terminology for Aerial Firefighting services across Australia. Accordingly there may be differences in terminology used in this document compared to previous NAFC or state/territory procurement process documents.

#### **1.5. Alternative Process**

This Invitation to Tender is aimed at securing Aerial Firefighting Services according to defined specifications. Large Fixed Wing airtankers will not meet these specifications. As such, operators should consider participating in the RFP LAS 2013 process if they are proposing large Fixed Wing Firebombing solutions capable of delivering greater than 5,000 litres of Fire Retardant.

#### **1.6. Reconnaissance Aircraft Services**

- a. The Table of Services at Appendix 1 includes several Services to be provided by light, conventional Fixed Wing aircraft, whose main role is listed as "Reconnaissance".
- b. Tenders are NOT sought for these Reconnaissance Services at this stage. They are included in the Table of Services at Appendix 1 for completeness as these Services will be the subject of a separate invitation with modified requirements.

### **2. TENDER STAGES**

#### **2.1. Stage 1 – Qualification Stage**

- a. Stage 1 of the Invitation to Tender is the Qualification stage. Prices are NOT required. Tenders submitted will be evaluated and shortlisted according to the criteria listed below. Tenders that are shortlisted are regarded as having qualified for the next stage. It should be noted that:
  - i. qualification is a competitive process. It is not a matter of simply meeting minimum requirements; and
  - ii. assessment for qualification may involve referee checks, audits and other due diligence checks.
- b. It is intended that only tenderers who have submitted tenders that have qualified at Stage 1 will then be invited to participate in Stage 2 – the Pricing Stage. An exception may occur where insufficient tenders have qualified for a particular Service.

#### **2.2. Stage 2 – Pricing Stage**

- a. Stage 2 of the Invitation to Tender is the Pricing Stage. At this stage firm pricing will be sought and tenders will then be evaluated principally on the value-for-money of the Services tendered. It should be noted that:

- i. post-tender negotiations may occur with higher-ranked or any tenderers; and
- ii. further referee checks, audits and other due diligence checks may occur when assessing tenders at the Pricing Stage.

### **2.3. Contract Award**

- a. Following the evaluation of tenders at the Pricing Stage, decisions will be made on the awarding of Contracts.
- b. At the successful completion of audits, other pre-Contract due diligence checks and negotiations, the successful tenderer will then be required to enter into a Contract with NAFC.
- c. It is likely that Contracts will not be awarded for all of the Services listed in the Table of Services at Appendix 1. This will depend on the suitability of solutions offered, tendered prices and available funds.
- d. The awarding of Secondary Contracts will only be considered after Primary Contracts have been awarded and finalised. This is based on the assumption that tenderers would prefer the award of a Primary Contract over a Secondary Contract.
- e. Should a tenderer who is tendering for both Primary and Secondary Contracts prefer the award of a Secondary Contract, this should be explicitly stated in the tender.

## **3. TENDER EVALUATION CRITERIA**

### **3.1. Stage 1 – Evaluation Criteria**

- a. The evaluation and selection process aims to identify the Services which best meet the needs of NAFC and its Members and will provide the best value-for-money. Criteria that will be used to evaluate tenders include, but are not limited to, the following:
  - i. the competence and capability of the tenderer to provide the required Service, based on information in the tender, public information, other information sourced from the tenderer; and on past performances in the industry, or the performance of Contracts of a similar nature to that described; and
  - ii. the capacity and ability of the tenderer to provide the appropriate Personnel, management structure, training and material resources needed to perform the Service; and
  - iii. the adequacy and suitability of the proposed arrangements to supply the Service, including capability, performance and capacity of the aircraft and equipment, maintenance, spares inventory, fuel and training services; and
  - iv. compliance with the terms and conditions of the Specimen Contract; and
  - v. compliance with the terms and conditions of the Specimen Contract noted as preferred and strongly preferred; and
  - vi. the ability of the tenderer to supply optional and additional capabilities.

### **3.2. Stage 2 – Evaluation Criteria**

- a. Stage 2 Evaluation Criteria will include, in addition:
  - i. value-for-money; and
  - ii. total price and pricing arrangements, including synergies or discounts for multiple Services; and
  - iii. cost effectiveness and productivity of the tendered Service, including cost per litre of Fire Suppressant/Fire Retardant delivered; and
  - iv. commercial viability and financial risk rating of the organisation.

## **4. CONTRACT**

### **4.1. The Contract**

- a. The Services to be provided by the successful tenderer will be in accordance with a contract based on the NAFC Specimen Contract. The Contract that is executed between NAFC and any successful tenderer may differ from the Specimen Contract.
- b. No Contract will exist between the parties until a formal written Contract is executed between NAFC and a tenderer. Any representations made in this Invitation to Tender will not be binding unless they are expressly incorporated into the formal written Contract executed by the parties.

### **4.2. Contract Period**

This Invitation to Tender requires that tenderers submit tenders based on a Contract Period of three years (which in the case of Primary Contracts will provide at least three Service Periods), plus two optional one-year extensions (also known as “3 +1 +1”) commencing in 2013-2014.

### **4.3. Aircraft Utilisation**

NAFC or its Members are not able to provide estimates or guarantees of the amount of operational utilisation of Aircraft and make no representation as to the volumes of service NAFC may require a Contractor to provide in any given Service Period or throughout the Contract Period.

### **4.4. Air Operators Certificate Holder as Contractor**

NAFC requires that the actual holder of the Air Operators Certificate (**AOC**) under which the Services are provided must be a party to the Contract and is jointly and severally liable to ensure the provision of the Services.

### **4.5. Contracting with Overseas Operators**

- a. Whilst it is possible for NAFC to contract directly with operators that are not domiciled or based in Australia, it is expected that Australian based operators will be able to demonstrate certain advantages that will be favourable in the evaluation process – such as ready access to infrastructure, support facilities, back-up crew and so on.

- b. In addition, there are some specific Contract requirements that need to be met within Australia – for example Performance Bonds, where required, must be raised with approved financial institutions based in Australia. The nominated manager of any Contract must also be based in, or have a delegate acceptable to NAFC, in Australia.
- c. Overseas based operators that are considering the provision of Aerial Firefighting Services in Australia are encouraged to consider forming a partnership or strategic alliance with an Australian based organisation that has suitable infrastructure and capability in Australia.
- d. Where a Contract is entered into with a Contractor who is not based in Australia, a specific risk management plan may be required to be prepared at the Contractor's expense.

#### **4.6. Contractor Performance Monitoring**

Tenderers should be aware that NAFC may include Contract performance monitoring and management systems in some Contracts. These would aim to ensure that standards of service are monitored and that high standards are maintained. Tenderers should be aware that the results of performance monitoring could be published in a general form.

#### **4.7. Financial Security**

- a. Tenderers should understand that where a tenderer is a subsidiary company or proposes to contract as a trustee, NAFC may require as a condition of acceptance of tender, a guarantee or indemnity given by the parent company or by some or all of the beneficiaries of the trust in respect of the tenderer's obligations in performance of the Contract.
- b. NAFC will determine the terms of any such guarantee or indemnity. The costs of providing any security in the form of a guarantee or indemnity will be borne by the tenderer.
- c. In the case of Primary Contracts, NAFC will require the Contractor to establish and maintain a Performance Bond for the Contract Period.

### **5. CONDITIONS OF TENDER SUBMISSION**

#### **5.1. Terms of Participation**

- a. This Invitation to Tender must not be construed, interpreted, or relied upon, whether expressly or impliedly, as an offer capable of acceptance by any organisation, or as creating any contractual, promissory, restitutionary or other rights.
- b. Whilst all due care has been taken in the preparation of this Invitation to Tender, NAFC makes no representations or warranties that the content or any information communicated or provided to tenderers during the tender process is, or will be, accurate, current or complete.
- c. If a tenderer finds or reasonably believes that it has found any discrepancy, ambiguity, error or inconsistency in the Invitation to Tender or any other information communicated or provided by NAFC, the tenderer must promptly notify NAFC in writing. NAFC will then consider what, if any, corrective action is



required. Any corrective action taken will be notified to all tenderers without attribution to the tenderer that alerted NAFC.

- d. NAFC reserves the right to change any information, or to issue Addenda to this Invitation to Tender before the closing date.
- e. Tenderers accept that NAFC may, in its absolute discretion, terminate, alter or suspend the procurement process or any aspect of it at any time. NAFC will not be liable for the costs and expenses of tenderers should the procurement process be terminated, altered or suspended.
- f. NAFC will not be liable for any costs and expenses incurred by those submitting tenders or in the preparation of tenders or in discussions and negotiations after the submission of tenders.
- g. NAFC may request any tenderer, at the expense of the tenderer, to attend meetings at particular locations to further discuss, clarify or negotiate tenders.
- h. All tender documents become the property of NAFC on submission.
- i. Tenderers accept that NAFC may retain and utilise aircraft performance data from tenders for any modelling or analysis purpose, whether a tender is accepted or not.
- j. NAFC may make copies of tender documents submitted for any purpose related to the selection process.
- k. Upon submission of any tender, tenderers are deemed to:
  - i. have carefully examined the information made available in writing by NAFC for the purpose of this Invitation to Tender; and
  - ii. be fully informed as to the requirements of NAFC and the potential obligations of tenderers and subsequent Contractors; and
  - iii. have made their own interpretations and formed their own conclusions as to the challenges and costs of complying with all the obligations specified and of all matters and things necessary for the due and proper performance of the Contract.
- l. Tenderers must ensure that their tenders include provision of all ancillaries, Flight Crew, Crewpersons, training, Refueller (where required), fuel, supervision, support, servicing, insurance, such as necessary to provide the specified Service.
- m. Tenderers accept that the provisions of the formal written contract that is executed between NAFC and any successful tenderer may differ from the Specimen Contract.
- n. Tenderers must not make any public statements, including without limitation, providing information or documents for publication in any media, in relation to this Invitation to Tender or any subsequent Contract arising out of this Invitation to Tender, without the prior written approval of NAFC.
- o. Tenders must contain all necessary information for the evaluation group to make assessments. Other than where the evaluation group seeks additional clarification or information there will be no further opportunity to provide this information.

- p. Tenders may be disqualified or evaluated solely on the information contained in the tender. NAFC may disregard any incomplete, unintelligible or illegible content in the tender and will be under no obligation to seek clarification from the tenderer.
- q. Tenderers not providing adequate information to enable the tender to be properly evaluated may also be excluded from further consideration and NAFC will be under no obligation to seek further information from the tenderer.
- r. Tenderers accept that at any stage during the procurement process, tenderers may be subject to audit by NAFC or approved bodies acting on behalf of NAFC. Failure to submit to an audit may eliminate tenderers from further participation in the procurement process.
- s. Tenderers accept that NAFC may request a comprehensive accident and incident report spanning several years together with details of preventative and remedial actions taken by the tenderer. Any such report must embrace complete organisations and not simply single business entities. All higher-ranked tenderers are likely to be required to provide such a report. Failure to comply with such a request may result in the tender being declared informal and rejected.
- t. Without limiting NAFC's rights in this Invitation to Tender, NAFC may at any time, in its absolute discretion, during the tender process:
  - i. shortlist one or more tenderers; or
  - ii. commence or continue discussions with all or some of the tenderers without shortlisting any tenderers; or
  - iii. accept one or more of the tenders.
- u. NAFC is not bound to shortlist, to select as successful or to accept any tender.
- v. NAFC is not bound to shortlist, to select as successful or to accept the tender proposing the lowest price.
- w. NAFC may in its absolute discretion, immediately disqualify a tenderer that it believes has sought or obtained assistance of a commercial nature from any NAFC employee or consultant.
- x. NAFC may in its absolute discretion, immediately disqualify a tenderer that it believes has engaged in collusive tendering practices.
- y. A tenderer will not be deemed to be unsuccessful until such time as the tenderer is formally notified by NAFC. The commencement of negotiations by NAFC with one or more tenderers is not to be taken as an indication that any particular tenderer's response has or has not been successful.
- z. NAFC is not bound to provide any tenderer with feedback or reasons for disqualifying, rejecting or not accepting or proceeding with any tender or other proposal.

## **5.2. Tender Response Parameters**

Tenderers may tender for one or more of the individual Services listed in Appendix 1. The single tender response should include all of the Services being tendered and all of the options tendered for each Service. Only one tender response is permitted for each supplier.

### 5.3. Specimen Contract Compliance

- a. In previous calls for tenders, NAFC has asked tenderers to submit a Compliance Statement against each clause of the Specimen Contract. A full Compliance Statement is NOT required for this Invitation to Tender. Instead, for any non-compliance or partial-compliance the tenderer is asked to include the required information in the provided Contract Departures form.
- b. Where a tenderer either partially complies or cannot comply with a particular clause then tenderers must include the relevant information in the Contract Departures form, including any proposed resolution or a description of any benefits of non-compliance or partial compliance.
- c. Except in the case of clauses identified as 'Preferred', 'Strongly Preferred' or 'Optional', unless otherwise stated in the Contract Departures form it will be assumed that the tenderer complies with all applicable clauses of the Specimen Contract including the Schedules. The tenderer will be asked to certify to this effect in the Contract Compliance section of their tender.
- d. Before completing the Contract Departures form please note the following:
  - i. tenderers presenting a significant number of Contract departures or who seek to significantly offset risk to NAFC will affect the result of their evaluation scoring; and
  - ii. tenderers risk having their response set aside if NAFC considers proposed changes to the Specimen Contract to be unacceptable or unmanageable; and
  - iii. tenderers should carefully consider the necessity of proposed Contract amendments as these may affect the comparability of pricing; and
  - iv. tenderers who propose significant Contract departures may also be asked to provide pricing with or without Contract changes; and
  - v. unless otherwise clearly stated it will be assumed that the Contract Departures form submitted applies to all Services tendered.
- e. For those clauses and notes in the Specimen Contract, including the Schedules, that are annotated as "Preferred", "Strongly Preferred" or "Optional". Tenderers must clearly define the extent of proposed compliance with any such clauses. A separate Contract Compliance – Preferred and Optional form is provided for this requirement.
- f. If tenderers believe that they significantly exceed the requirements of any clause of the Specimen Contract then they should articulate this in the relevant section of their tender response.

### 5.4. Service Response

- a. Tenderers must clearly specify the manufacturer, make and model of aircraft that they intend to use to supply the Service. It is intended that tenderers invited to tender at Stage 2 will be limited to offering aircraft of the same make and model of aircraft tendered at Stage 1.
- b. A "higher" aircraft Type than that required by any particular Service may be tendered, however tenders will be evaluated according to the aircraft Type required in the Service specification at Appendix 1. Where the Service specification in Appendix 1 allows for different Types to be tendered (e.g. "Type 2

or Type 3”), aircraft will be evaluated as tendered (provided they are one of the Types requested).

## 6. LODGEMENT OF TENDERS

### 6.1. Tender Lodgement

- a. Tenders may only be lodged using the NAFC Electronic Tender Portal (**NETP**) operated by Apet® 360Pro™.
- b. Tenderers will need to register on the NETP in order to lodge a tender.
- c. Instructions on how to complete the tender response in the NETP are contained in the How to Respond Guide located on the NAFC website.
- d. In order to submit a tender, there are a number of template documents ('response forms') that need to be downloaded, completed and then uploaded to the tender portal. Tenderers will be directed to these forms as they work through the electronic submission process. No free form or printed responses will be required. Tenderers will be able to load visual content but only in specified response areas. Visual content such as photographs, diagrams and charts should be kept to a minimum. Only include those necessary to explain a particular aspect of the tender.
- e. An outline of the tender response can be found in Part C of this ITT document.
- f. Please note that tenderers will require access to recent versions of Microsoft Word® and Microsoft Excel®, running under Microsoft Windows® to complete the response forms.

### 6.2. Tender Closing Date

- a. The Invitation to Tender closing date will be at:  
  
**13:00 Australian Eastern Daylight Time on Thursday 6 December 2012**  
  
Tenders must be lodged by the closing date.
- b. Tenderers will be able to amend tenders that have already been lodged providing it is before the closing date.
- c. Tenderers will NOT be able to submit a tender after the closing date. Tenderers should carefully allow for any contingencies when determining when to submit their tenders.

## 7. FURTHER INFORMATION

- a. Further enquiries regarding the content of this Invitation to Tender and the Specimen Contract should be directed to NAFC via email to [tenders@nafc.org.au](mailto:tenders@nafc.org.au).
- b. The How to Respond Guide provides separate contact details for enquiries regarding the use of the NAFC Electronic Tender Portal.
- c. Other communications with NAFC personnel or with any consultants assisting NAFC regarding the tender process are not permitted.

- d. In most circumstances answers to any questions submitted regarding the Invitation to Tender will be provided as Addenda to the Invitation to Tender in the NAFC Electronic Tender Portal or via email. These Addenda will be available to all organisations who have registered in the portal for this Invitation to Tender.
- e. NAFC reserves the right to not respond to any question or request irrespective of when such question or request is received.
- f. Due care will be taken to avoid identifying specific organisations in any answers published in Addenda or on our websites, however, NAFC cannot guarantee that an individual organisation will not be able to be identified from a question or answer provided.

## **8. POST TENDER FEEDBACK**

Except in the case of significant errors or omissions which result in disqualification of a tender, it is not practical for NAFC to provide feedback or tender debriefing to individual tenderers.

## PART B: SERVICE REQUIREMENTS

### 1. SERVICE REQUIREMENTS / SPECIFICATIONS

#### 1.1. General

- a. Tenders are invited for a number of specified Services as outlined in Appendix 1. Each Service has a unique identifier assigned (e.g. Service HV13401, HV13402, RW13001, RW13002, FW13501, FW13502 and so on).
- b. Tenderers may tender for any number of the specified Services (subject to the various conditions and considerations provided in this Invitation to Tender).

#### 1.2. Summary of Service Requirements

- a. Each Service requires the Contractor to:
  - i. respond to fire incidents or other emergency operations and activities and to carry out Firebombing and/or other specialised work to specified standards and protocols; and
  - ii. ensure that the preparedness to respond is maintained throughout the specified period(s); and
  - iii. stand-by and maintain readiness to respond to fire incidents or other emergency operations and activities, when required.

#### 1.3. Contract Periods and Service Periods

- a. The **Contract Period** is the total period of time that there is a Contract between NAFC and the Contractor, including any extensions to the Contract Period. The actual Aerial Firefighting Services, however, are only required to be provided during a defined **Service Period**. Normally there will be only one Service Period in any one year of the Contract Period, coinciding with that year's bushfire season.
- b. During the Service Period the aircraft and crew will be based at a location (**Nominated Operational Base**) specified in the Contract.
- c. The Services are required for a "3+1+1" Contract Period, that is they are required to be provided during Service Periods that coincide with the annual fire seasons for the next three years (2013-2014 and 2014-2015 and 2015-2016) and if the Contract Period is extended for 2016-2017 and 2017-2018.
- d. The commencement date of each Service Period will be notified in advance to the Contractor in accordance with the **Notice Period**.

#### 1.4. Contract Types

- a. Most of the Services available for tender will result in Primary Contracts - that is, the Contractor will be required to provide the Service for at least one Service Period during each year of the Contract.
- b. This Invitation to Tender also allows tenderers to tender for Services that may result in Secondary Contracts – these are Contracts where the occurrence of a defined minimum Service Period is not guaranteed in any given year of the Contract Period. Service Periods for Secondary Contracts are normally only

activated for those fire seasons where the fire risk indicates that additional contracted Aircraft will be required. Generally this will only happen when a season is forecast to have above normal fire risk. Once a Service Period is activated for a season, it will be of the specified minimum length (usually 84 days) unless otherwise agreed with the Contractor. It is possible, or even relatively likely, that no Service Period will occur during the Contract Period.

- c. It is emphasised that not all Services listed in Table of Services at Appendix 1 – Primary or Secondary - will necessarily be proceeded with – this will be determined by the suitability and value-for-money of the Services tendered, the total of tendered prices and by available funds.
- d. In the case of Secondary Contracts, more than one Contract may be awarded for any specified Service.

### 1.5. Availability levels

- a. For most of the specified Services – Primary and Secondary Contracts – **Absolute Availability** is required. This level of availability effectively means that Aircraft are committed to the provision of the Service during each Service Period, including any extensions to a Service Period, by requiring that the aircraft be airborne within 15 minutes of dispatch during Daylight for the whole Service Period. This level of Availability may be likened to contracts known as “Exclusive Use” in some other countries. (Note that for specific Specialist Intelligence Gathering Aircraft, availability requirements may extend beyond Daylight).
- b. Please note that NAFC Contract arrangements do not provide for periodic or rostered days off – the Contractor must have sufficient crew available to maintain readiness and to operate the aircraft 7 days per week during the Service Period. On most days, however, the availability requirement is relaxed to allow for an 8 to 9 hour duty day. The Contract requirements also effectively mean that the Contractor must have the capacity to conduct aircraft maintenance “out-of hours”.
- c. For some Services, **Partial Availability** is required. This level of availability only requires the provision of the Service on particular days or at particular times during the Service Period that are notified in advance to a Contractor – normally these are days of relatively high fire risk. A requirement to provide the Service on a particular day may involve standing-by for dispatch at 15 minutes notice, or may involve actual operations, and is normally known as “Commitment”.
- d. Partial Availability may allow a Contractor more flexibility with crewing or to undertake other work with the Aircraft or crew on days of relatively low fire risk. A typical Partial Availability Contract would see the Contractor being notified four to six hours in advance of a requirement for Commitment status – i.e. of a requirement to standby or to work.
- e. Some Secondary Contracts are also offered on a Partial Availability basis i.e. if a Service Period is activated, then the Aircraft (and crew) will only be required to be dedicated to the provision of the Service on particular days during that Service Period.

### 1.6. Services Environment

- a. Services will have to be provided under adverse conditions, often turbulent and “hot and high”, in remote locations and in an emergency service environment that demands very high standards.

- b. All Services require aircraft that are well maintained and are crewed, supported and managed by highly professional, skilled and motivated Personnel and operators.

#### **1.7. Notice Periods**

- a. For all Services the Notice Period will be specified in the final Contract. Tenderers must specify in their tender (in the Aircraft and Services Tender Form), for each Service, their preferred Notice Period. It is advised that tenderers should normally tender the shortest Notice Period that they are realistically capable of meeting. In any case Notice Periods should not be less than 7 days or greater than 56 days.
- b. Shorter Notice Periods are strongly preferred (i.e. if tenderers can propose relatively short Notice Periods, this will be treated favourably in the evaluation).
- c. NAFC will give consideration to including additional parameters around Notice Periods if that will assist tenderers to propose shorter Notice Periods. (e.g. a tenderer may propose a Notice Period for a particular Service of 10 days, provided that the Service Period commencement date for that Service is between 01 September and 01 December in any year). However Notice Periods that are not subject to constraints are preferred.

#### **1.8. Nominated Operational Bases (NOB)**

- a. Appendix 1 indicates where the NOB for each Service will be located. In most cases only a general area is specified. Where a general area is specified, tenderers should propose a preferred location within that general area for the NOB (if a tenderer has a facility in the area, it will often be most effective to utilise the existing facility).
- b. Tenderers should note that any contracted Service will be part of a national arrangement. NAFC may therefore require Contractors to temporarily base contracted Aircraft at any suitable location in Australia; or to establish a NOB at a different location from that originally specified in the relevant Contract. These decisions will be based on regular assessment and reassessment of the prevailing fire or other emergency conditions. Where relocation is required, unless specific provisions for relocation are in the Contract, the relevant Member would meet the Contractor's reasonable out of pocket expenses (i.e. the reasonable costs incurred above those that would have applied to being based at the original NOB).
- c. The exception to the above is where it is specified in Appendix 1 that a particular Service is required to be located at two NOBs over the course of a Service Period and therefore the tenderer should consider this requirement when formulating their tender.
- d. The Contractor is responsible for providing all facilities required to support the aircraft and crew at the NOB.

#### **1.9. Carriage of Passengers**

- a. Tenderers should note that all aircraft that are required to carry passengers must be capable of doing so as a Charter under day Visual Flight Rules (VFR) operation.



- b. Tenderers for Services that require carriage of passengers must provide a Passenger Carrying Capability (**PCC**) number as defined in NAFC Standard PR-003.
- c. Tenderers must also specify any limitations that could impact on the ability to carry the maximum number of passengers possible in any tendered aircraft.
- d. Australian civil aviation legislation and regulations (including definitions) around passenger carrying operations are likely to change in the near future. For the purposes of this Invitation to Tender, 'Charter' means the rules applied at any time are those applicable to an air transport operation for the non-scheduled carriage of passengers for hire or reward (by small or large aircraft, as applicable, in what is likely to become CASR Part 135 and CASR Part 121 respectively). These aircraft and operator standards will apply even if the operation is actually conducted as what is currently known as Aerial Work in Australia's civil aviation legislation and regulations.
- e. In other words, aircraft required to carry passengers must have a Standard Certificate of Airworthiness and the AOC holder must have the necessary CASA authorisations for an air transport operation for the non-scheduled carriage of passengers for hire or reward.
- f. For Rotary Wing aircraft that are required to hold a Limited (Restricted Category) Certificate of Airworthiness in Firebombing configuration, a Limited Certificate will normally be acceptable provided that the aircraft also has an appropriate Standard Certificate of Airworthiness for its normal configuration.
- g. For Passenger carrying operations that are not conducted as a Charter operation (e.g. Fire Spotting is currently defined as Aerial Work) then all Charter standards or requirements that can still practically be met for that particular operation are required to be met.
- h. Where the carriage of passengers for a Service is listed in Appendix 1 as "Optional", tenderers may propose solutions that are capable of carrying passengers or may propose solutions that are not capable of meeting the requirements of the Specimen Contract for carriage of passengers. Should the solution that is capable of carrying passengers ultimately be accepted, then the requirement for the carriage of passengers will be included in the resultant Contract.

#### **1.10. Firebombing Delivery Systems**

- a. Firebombing Delivery Systems on tendered aircraft (where required) must:
  - i. have received or be capable of receiving approval (provisional or full) from a Member as set out in NAFC Standard OPS-001; and
  - ii. meet the other requirements of the Specimen Contract.
- b. Tenders must include all relevant information that demonstrates how any proposed aircraft and its Firebombing Delivery System meets the Service requirements.

#### **1.11. Air Attack Supervision Platforms**

- a. The Services procured will include a number of aircraft whose primary purpose is to act as a platform for the supervision of Firebombing and other operations as well as undertake mapping and intelligence gathering tasks. These Services are referred to as Air Attack Supervision or AAS Platforms.

- b. Tenderers for some specified Firebombing Services are expected to also tender suitable associated AAS Platforms (refer to Appendix 1 for a list of these Services). The capabilities and ultimately the value-for-money of the AAS Platform tendered will be taken into account when evaluating tenders for these Services.
- c. It is emphasised that any associated AAS Platform tendered must:
  - i. reasonably match the performance of the Firebombing aircraft that is tendered for the associated Service, particularly in terms of cruising True Air Speed (TAS) and endurance; and
  - ii. be equipped with the avionics and communications equipment as specified in the Specimen Contract.
- d. For associated AAS Platforms, it is preferred that a Contractor supply both the Firebombing aircraft and the associated AAS Platform Service, although it remains possible for Contracts to be awarded to separate Contractors.
- e. A Contract for an associated AAS Platform may not be awarded at all if that ultimately provides the solution that best meets the overall needs of NAFC and its Members.
- f. NAFC expects that tenderers for Services where associated AAS Platforms are required will ultimately be able to tender attractive prices for the AAS Platforms. Tenderers may assume that the associated AAS Platform contracted in respect of any Service will normally have the same Service Period as the Firebombing aircraft and that the associated AAS Platform will normally be deployed with the Firebombing aircraft (i.e. the associated AAS Platform can utilise the same refuelling and support infrastructure).
- g. Tenderers putting forward any AAS Platforms are encouraged to detail additional capabilities that may be available, either included in the price or on an optional basis (e.g. the provision of infra-red imaging or automated mapping capabilities).

#### **1.12. Specialist Intelligence Gathering Aircraft**

The Table of Services at Appendix 1 includes a number of Aircraft whose primary purpose is to act as a platform for intelligence gathering and dissemination using specialised equipment. Schedule C of the Specimen Contract provides further details of the requirements for these Services. Tenders for these Services must provide comprehensive details of their proposed solution including the manufacturer and model of sensor equipment, integration software and equipment and communications equipment.

#### **1.13. Specialist Operations – Winching or Rappelling**

- a. Tenderers should note that certain Services require the provision of a winching or rappelling capability. Winching capability may also be preferred or optional for certain other Services. Winching and/or rappelling capability is primarily for the delivery of firefighters for rapid initial attack on incipient fires in remote or inaccessible areas.
- b. Where winching or rappelling capability is tendered, the relevant clauses of the Specimen Contract must be met.
- c. The performance of the helicopter in the range of situations specifically encountered in Winching and Rappelling operations will be considered in evaluating the relevant Services.

- d. Flight Crew and Crewpersons must meet minimum requirements in terms of training and experience in accordance with NAFC and Member standards.
- e. Tenderers proposing winching capability must provide with their tender:
  - i. detailed helicopter performance specifications in winching configuration; and
  - ii. detailed specifications of the proposed winch, including make and model; and
  - iii. if required, an engineering approval or manufacturer's approved Supplemental Type Certificate or manufacturer's Safety Bulletin to operate without ballistic cutters enabled; and
  - iv. evidence that they have or will have a CASA approved, suitably detailed winching supplement to their Operations Manual; and
  - v. detailed procedures of their check and training system for pilots and winch operators; and
  - vi. details of the levels and schedule of maintenance for the winch and associated equipment.
- f. Tenderers proposing rappelling capability must provide with their tender:
  - i. detailed helicopter performance specifications in rappelling configuration; and
  - ii. detailed specifications of the proposed rappel attach points and associated equipment, including engineering approval or manufacturers approved Supplemental Type Certificate; and
  - iii. evidence that they have or will have a CASA approved, suitably detailed rappelling supplement to their Operations Manual; and
  - iv. detailed procedures of their check and training system for pilots and Aircrewmen; and
  - v. details of the levels and schedule of maintenance for the rappel equipment.

#### 1.14. Fuel

- a. Each Service is specified on the basis of one of three fuelling options as follows:
  - i. **Wet-A Hire:** the Contractor is responsible for the provision of fuel, fuelling facilities and infrastructure. The Contractor is required to be self-contained, self-sufficient and mobile in the provision of fuel in most circumstances. The Contractor may be required to supply fuel to other aircraft.
  - ii. **Wet-B Hire:** the Contractor is responsible for arranging and paying for fuel. The Contractor is not required to have mobile fuelling facilities, however the Contractor will normally have to ensure appropriate fuelling facilities are available at the NOB.
  - iii. **Dry Hire:** the Member meets the costs of the fuel required to operate the aircraft.
- b. Where required, tenders must include specific and comprehensive details of proposed fuelling arrangements.
- c. Tenderers should note that Contractors engaged on a Wet-A Hire basis may be required to supply fuel to other operators contracted by NAFC. It is important that

Contractors have the necessary arrangements in place, including product liability insurance, and appropriately trained and qualified Personnel as required.

- d. When prices are sought in Stage 2 of this procurement process, costs associated with the provision of fuel must be included in the Contract Price. For example, a Wet-A Hire Service will require that the Contractor have access to a mobile fuelling facility such as a fuel tanker or truck and trailer. The costs associated with supplying and operating the tanker must be built into the Standing Charges and Operating Charges for the Service. Tenderers should note that there is provision for a Contractor's reasonable out-of-pocket costs to be covered for the provision of fuel when the Refueller is required to operate more than 150km from the NOB (for further information tenderers should refer to the Specimen Contract and NAFC Standard PR-005).
- e. Tenderers who are in a position to supply supplementary fuelling capability (e.g. additional mobile refuelling facilities that could be used independently to supply fuel to other aircraft) should detail such capabilities in their tender.

### **1.15. Multiple Services**

- a. Tenderers are advised to examine the Services outlined in the Table of Services at Appendix 1 carefully and, where practicable, identify synergies in providing more than one Service – ultimately resulting in improved service and lower costs.
- b. This may occur in different ways:
  - i. For example, a tender for multiple Services that all utilise similar aircraft should be able to obtain significant synergies and therefore provide advantages in pricing and service delivery; and/or
  - ii. Similarly (again, for example only) tenderers considering tendering for Services that are generally located in the more northern areas of Australia (where the fire season tends to occur in Winter and Spring) will note that the likely Service Periods for these Services may complement the likely Service Periods for similar Services based in the more southern areas (where the fire season tends to occur in Summer). This provides the possibility of “dovetailing” Service Periods to obtain a total period of possibly 24 or more weeks per year. This should be attractive to potential Contractors and ultimately provide benefits in service and pricing.
- c. If there are benefits to NAFC and its Members to have a single Contractor provide multiple Services, NAFC is prepared to arrange the relevant Contracts to ensure that the benefits are realised and to provide the necessary safeguards to the Contractor (for example to allow the Contractor time to move Aircraft between the different NOBs that apply to each Service or to ensure that “dovetailed” Service Periods do not overlap).

### **1.16. Additional or Supplementary Capabilities**

- a. Tenderers are encouraged to put forward any relevant additional or supplementary capabilities that they are in a position to provide. Capabilities of particular interest include, but are not limited to:
  - i. infra-red and visual imaging and recording systems, especially on Air Attack Supervision aircraft; and
  - ii. data communication systems; and
  - iii. automated (GPS based) mapping; and

- iv. night vision or synthetic vision capability; and
- v. refuelling capability additional to that specified for the Services tendered.

### **1.17. Pricing**

- a. Pricing information is NOT being sought at this Qualification Stage. The following information regarding pricing is provided at this stage as background to assist generally with the preparation of tenders.
- b. When pricing is sought, for Absolute Availability Contracts all pricing should be tendered on the basis of Standing Charges per day plus Operating Charges per hour of operation. If desired, tenderers may also propose alternative models – such as the inclusion of a certain number of daily operating hours in the Standing Charge (e.g. “first hour per day free”, or similar).
- c. For Partial Availability Contracts there will be a number of possibilities for structuring prices. One approach could be to apply the Standing Charge only to those days where the Aircraft, with the appropriate notice or agreement, is on Commitment – i.e. is actually working or is required to be on standby – with perhaps a guaranteed minimum number of such days over the Service Period. Alternatively a separate “Commitment Charge” could be applied – i.e. a relatively low Standing Charge applies for each day of the Service Period, plus a Commitment Charge for any day the Aircraft is then activated or required to be on standby.
- d. For Primary Contracts, mobilisation and demobilisation charges/costs must be amortised in (i.e. included within) the Standing Charges.
- e. For Secondary Contracts, tenderers may, if desired, specify a separate mobilisation charge and/or demobilisation charge that would apply if a Service Period is activated.
- f. Tenderers are encouraged to tender discounted prices for extensions to the minimum Service Periods (e.g. if the minimum Service Period is 12 weeks, then the Standing Charge for any days that the Service is required in excess of 12 weeks would be reduced).
- g. Tenderers are encouraged to provide details of additional capabilities that are included in the Contract Price, or optional capabilities that may be available at extra cost.
- h. When submitting prices, tenderers should note carefully the requirements for fuelling arrangements for each Service, as set out in Appendix 1 and in the Specimen Contract.
- i. It is preferred that prices tendered at Stage 2 be the same for each year of the Contract. If a tenderer does choose to apply season-to-season rise and fall adjustments, then the standard CPI model outlined in the Specimen Contract is preferred. Alternatively actual prices for each year may be tendered, or the rise and fall may be based on a fixed percentage.
- j. All prices submitted are required to be in Australian dollars (AUD).
- k. NAFC has a standard model in the Specimen Contract for varying Operating Charges with fuel price variations. Tenderers may opt to fix Operating Charges or use this model.

- l. NAFC has a standard model in the Specimen Contract for varying prices in line with fluctuations in the currency exchange rate between the Australian dollar (AUD) and the United States dollar (USD). Tenderers may opt to fix prices or to use this model.
- m. The Contractor must take reasonable steps to ensure protection of Contract Prices from general fluctuations in the value of the Australian dollar.
- n. All prices tendered are required to be quoted on a GST exclusive (i.e. “plus GST”) basis, except for the fuel price that may be nominated as a basis for the Operating Charge variation.
- o. Tenderers are also encouraged to propose appropriate payment settlement discounts for example discounts offered for invoices paid within a specified timeframe.

## **PART C: TENDER RESPONSE**

This Part C outlines the information to be included in your tender response. To assist with planning a tender response it reproduces the headings and questions from the various tender response forms. For detailed guidance regarding downloading, completion and submission of the response forms refer to the How to Respond Guide.

The information below is for reference only. Please use the forms in the tender portal when submitting a tender.

### **1. TENDERER INFORMATION**

Complete the Tenderer Information form.

### **2. DECLARATIONS**

#### **2.1. Authorised Person**

In submitting this tender, pursuant to the *Electronic Transactions Act 1999 (Cth)*, the person identified by the user registration logon is duly authorised by the responding organisation to submit this tender.

#### **2.2. Tender Participation Terms and Conditions**

I have read and understood the Invitation to Tender, Part A, Terms and Conditions of Tender and confirm the tenderer will comply with ITT Part A. If this is the case then enter the word "Agree". If this is not the case, write the reason why you do not agree with the statement. Tenderers risk having their response set aside if NAFC considers any qualification or reservation of rights in relation to the standards or terms of tender to be unacceptable or unmanageable.

#### **2.3. Conflict of Interest**

In submitting this tender the tenderer has identified no conflict of interest or perceived conflict of interest could arise if their tender is accepted. If this is the case then enter the word "Agree". If this is not the case, write the reason why you do not agree with the statement.

#### **2.4. Guarantee**

Where a tenderer is a subsidiary company or proposes to contract as a trustee, the tenderer will ensure a guarantee or indemnity is given by the parent company in respect of tenderer's obligations. If this is the case then enter the word "Agree" or "Not applicable". If this is not the case, write the reason why you do not agree with the statement.

### **3. TENDER EXECUTIVE SUMMARY**

Provide concise narrative detail of the total benefits of the tender at a summary level. Summarise the capacity and capability of your organisation based on information provided in all other sections of the tender response. Present the benefits of the tender from technical and operational perspectives.

## **4. ORGANISATION**

### **4.1. Company Structure and Ownership**

Provide information relating to the company structure and ownership of the organisation tendering for the Services.

### **4.2. Company History and Industry Experience**

Provide a short history of the organisation and its experience in the provision of Aerial Firefighting or other relevant services.

### **4.3. Key Staff – Management**

Provide information on the qualifications, experience and roles of key Personnel who manage the organisation and who are proposed to manage the delivery of Services.

### **4.4. Key Staff – Operational**

Provide information on the qualifications, experience and roles of key Personnel who are proposed to deliver the Services. This may include, amongst other things, qualifications, training licences, ratings, endorsements, skills, competencies and experience.

### **4.5. Organisational Capacity & Capability**

Provide information on the capacity and capability of the organisation to deliver the Services. Capacity includes total fleet managed, growth opportunities, specialisations, ability to provide redundancy capacity and additional aircraft. This may include brief summaries of information referred to in other sections, such as Infrastructure and Maintenance.

### **4.6. Innovation**

Provide information on the research, development and innovation activities of the organisation as they relate to Aerial Firefighting, fire management and related operations.

### **4.7. Financial**

Provide details of the organisation's financial position. Include the last 3 financial year's balance sheets (Statement of Financial Position) and profit and loss statements (Statement of Financial Performance). Provide other relevant information such as financial referees, bankers and guarantors.

### **4.8. Incidents, Accidents, Non-Compliance & Show Cause**

Provide details of all incidents, accidents, non-compliance or show-cause notices for the tenderer's company and affiliated companies in the last 5 years.

### **4.9. Current References**

Provide current references, particularly references that demonstrate the tenderer's capabilities and experience in the delivery of Aerial Firefighting Services; and/or provide details of referees who can comment on the tenderer's capabilities and experience.



## **5. MANAGEMENT SYSTEMS**

### **5.1. Quality Management Systems**

Provide details of the quality management systems in place including any systems that have been certified to an appropriate Australian or International Standard such as the ISO9000 series.

### **5.2. Safety Management Systems**

Provide summarised details of the Safety Management System in place or evidence of the tenderer's commitment towards establishing such a system, or information that illustrates the tenderer's other systems for managing safety of operations.

### **5.3. Workplace Occupational Health & Safety Program and Systems**

Provide information relating to the tenderer's commitment to occupational health and safety of Personnel, including information relating to an effective workplace safety program in accordance with legislative requirements.

### **5.4. Risk Management**

Provide details of any organisational risk management policy, strategy, plan or system that is in place or proposed to be implemented.

### **5.5. Emergency Response Plans**

Provide details of any Emergency Response Plans in place.

### **5.6. Financial Systems**

Provide details of systems in place to manage the organisation's finances, including systems to maintain records and to ensure prompt and accurate invoicing.

### **5.7. Subcontractor Management**

Provide information regarding the systems and processes in place to effectively manage any subcontractors. Detail should include, but is not limited to, communications with subcontractors, reporting lines, audit and quality control, how different check and training systems are managed, how crew records are maintained and how the order of precedence of operational documents and instructions is managed.

### **5.8. Flight Crew & Crewperson Management**

Provide information relating to the management of Flight Crew and Crewpersons to be utilised for the Services being tendered. This may include, amongst other things, fatigue management systems, flight & duty time management, rostering and monitoring of currency. Note that separate headings are provided below for Drug and Alcohol Management Plans and Check and Training systems.

### **5.9. Drug & Alcohol Management Plan**

Provide information regarding the organisation's Drug and Alcohol Management Plan and any supporting policies or strategies.

## **5.10. Check and Training System**

Provide information regarding the organisation's Flight Crew and Aircrew check and training system. Provide information regarding how the organisation will ensure compliance with Contract requirements, including, but not limited to:

- Basic Wildfire Awareness; and
- Aircraft Underwater Escape Training (where required); and
- Crew Resource Management (where required); and
- Team Resource Management; and
- Low level flight and obstacle avoidance (where required); and
- Recognition and recovery from unexpected low visibility situations; and
- Winching/rappelling and low hover emplaning and deplaning (where required).

## **6. INFRASTRUCTURE AND MAINTENANCE**

### **6.1. Support Infrastructure**

Provide details of the support infrastructure proposed to support the delivery of Services.

### **6.2. Maintenance**

Provide details of the systems of maintenance for the aircraft proposed to supply the Services. Provide details of aircraft maintenance capabilities and capacity and facilities, including provision for in-field and out-of-hours maintenance. Provide details of access to spare parts.

## **7. AIRCRAFT AND SERVICES**

### **7.1. Aircraft and Services Tender Form**

Complete the Aircraft and Services Tender Form. Provide details for each aircraft and for each of the Services proposed, following the specific instructions on the form.

### **7.2. Overview**

Provide a brief narrative that gives an overview of the Aircraft put forward for the Services being tendered. Identify and explain any situations where the tenderer considers that the provision of multiple Services by the organisation will offer synergies and benefits. If applicable include any preference to be awarded a Secondary Contract (otherwise it will be assumed that the tenderer prefers to be awarded a Primary Contract); or a preference to be awarded a Secondary Contract on a Partial Availability basis.

### **7.3. Firebombing Delivery Systems**

Other than the information provided in the Aircraft and Services Tender Form, provide any additional narrative relating to the Firebombing Delivery System(s).

#### **7.4. Avionics & Communications**

Provide any additional narrative relating to the avionics and communications equipment to be utilised in the provision of the Services being tendered. This may include, amongst other things, radios, avionics, telephony, public address systems and siren systems. Include narrative on how it is proposed to install ancillary radios so that rapid changeover of radios can be achieved if required. Include detail of any relevant enhanced avionics such as TCAS or GPWS, or any other safety enhancement systems.

#### **7.5. Aircraft Performance Enhancement**

Provide details of how the tenderer proposes to appropriately optimise the performance of aircraft for Aerial Firefighting operations. Include descriptions of weight reduction strategies and of any performance enhancing devices that may be fitted to the aircraft being tendered. This may include, for example, engine/propeller/rotor modifications, vortex generators, tail boom strakes on Rotary Wing aircraft and so on.

#### **7.6. Global Positioning Systems**

Provide details relating to the Global Positioning Systems to be utilised in the aircraft being tendered.

#### **7.7. Tracking and Event Logging**

Provide details relating to the tracking systems to be utilised in the aircraft, Refueller (where applicable) and any other support vehicle being tendered including an outline of how the data will be delivered into AFAMS.

Provide details relating to the Event Logging system (where required) to be utilised in the Firebombing aircraft being tendered including an outline of how the data will be delivered into AFAMS.

#### **7.8. Aircraft Trend Monitoring Systems**

Provide the details of any automated engine and flight parameter monitoring and recording system (e.g. 'HUMS' type trend monitoring systems.). Where an automated system is not used, include details on the tenderer's approach to manual trend monitoring.

#### **7.9. Seating & Seatbelts**

Where aircraft are required to carry passengers, provide information relating to the seating and seatbelt type and configuration to be fitted in the aircraft being tendered.

#### **7.10. Specialist Intelligence Gathering Equipment**

If tendering for Services designated as Specialist Intelligence Gathering then provide details as to how the required outcomes will be delivered. This may include, amongst other things, details regarding:

- infrared & daylight imaging devices; and
- image processing, rectification & data integration systems; and
- recording, storage & retrieval of acquired data; and
- storage & retrieval of other digital data e.g. map layers for integration with acquired data; and
- in-aircraft displays; and

- broadband point-to-point communications to deliver data-intensive information to ground users (if applicable); and
- wide area communications to deliver compressed or selected images & other data to users on the ground; and
- systems for measuring & recording ambient atmospheric conditions & transmitting meteorological data to selected ground users; and
- integration of in-aircraft systems; and
- relevant aircraft and Contractor capabilities not otherwise included in the Aircraft and Services Tender Form (e.g. IFR capability).

#### **7.11. Winching / Rappelling**

If tendering for Services involving winching or rappelling operations, provide details relating to, amongst other things:

- the make and model of the equipment; and
- any approvals, certifications and manufacturers Safety Bulletins required to operate the equipment; and
- appropriate Operations Manuals supplements (note the complete manual is not necessarily required at this stage, but include at least the Contents Pages); and
- check and training system; and
- maintenance levels and schedules proposed for the equipment.

#### **7.12. Nominated Operational Base**

Provide any information additional to that required in the Aircraft and Services Tender Form relating to the Nominated Operational Base(s) being proposed for each Service.

#### **7.13. Activation Systems**

Provide details of the communications systems, and backup systems that the tenderer proposes to receive notices of activation or dispatch for the aircraft to carry out tasks.

#### **7.14. Notice Period**

Provide any information regarding conditions relating to the tendered Notice Periods, additional to that given in the Aircraft and Services Tender Form.

#### **7.15. Training Period**

If making the tendered Aircraft available for a specific Training Period, provide any information regarding availability or conditions.

#### **7.16. Availability of Aircraft Outside of Service Period**

Provide general information regarding the projected availability of contracted Aircraft outside the likely Service Period(s) (e.g. for Aerial Firefighting during “shoulder” seasons, for other emergency operations and activities such as flood or storm relief, or for routine training and familiarisation exercises).

#### **7.17. Fuelling Facilities / Refueller**

For Wet-A Hire and Wet-B Hire Services, provide details relating to the fuelling facilities to support the aircraft being tendered.

## **7.18. Support Vehicles**

If tendering any support vehicles other than Refuellers as part of the tender, provide details relating to the support vehicles.

## **7.19. Additional Capabilities**

Provide information on any additional capabilities offered by the tenderer's organisation. This may include, amongst other things, imaging equipment, automated mapping systems, data communication systems night vision or synthetic vision capabilities and additional fuelling equipment.

## **7.20. Aircraft Type Calculations**

Clearly set-out the calculations used to determine the aircraft Type(s) being tendered.

## **7.21. Passenger Carriage Capability Calculations**

Clearly set-out the calculations used to determine the Passenger Carrying Capability (PCC) for each aircraft tendered.

## **7.22. High Volume Delivery Calculations**

Where a High Volume Rotary Wing aircraft is required, clearly set-out how each aircraft being tendered is capable of meeting the minimum volume delivered requirement for High Volume aircraft.

## **7.23. Aircraft Fuel Capacity**

Clearly set-out the calculations used to determine the aircraft fuel capacities and loads provided in the Aircraft and Services Tender Form.

## **7.24. Other Calculations or Analysis**

Provide any other calculations or analysis which might be considered.

# **8. CONTRACT COMPLIANCE**

## **8.1. Contract Departures**

Insert into the Contract Compliance – Departures form any relevant information where a tenderer either partially complies or cannot comply with a particular clause of the Specimen Contract including the Schedules.

## **8.2. 'Preferred', 'Strongly Preferred' and 'Optional' Clauses**

Respond in the Contract Compliance – Preferred and Optional form to clauses of the Specimen Contract, including Schedules, that are identified as 'Preferred', 'Strongly Preferred' or 'Optional'.

## **9. CERTIFICATIONS**

### **9.1. Air Operator's Certificate**

Provide details of any current Air Operator's Certificates (AOC) applicable to the Services being tendered or information pertaining to the tenderer's capacity to obtain the necessary AOC's for these Services. Electronic versions (e.g. PDF files) of actual AOCs may be uploaded to the NAFC electronic tender portal.

### **9.2. Certificates of Airworthiness**

Provide details of any current Certificates of Airworthiness applicable to the aircraft being tendered or information pertaining to the tenderer's capacity to obtain the necessary certification. Actual airworthiness certificates are not required – the name of the issuing authority and certificate reference numbers are sufficient.

### **9.3. Supplemental Type Certificates (STC) and Engineering Approvals**

Provide details of significant STCs or other engineering approvals applicable to the aircraft being tendered. Only STC details applicable to substantial or significant modifications are required (e.g. substantial airframe shortening/lengthening or other airframe modifications, engine changes, Firebombing Delivery Systems and so on.) Actual STCs are not required – the name of the issuing authority and certificate reference numbers are sufficient.

### **9.4. Specific Approvals**

Provide details of any relevant current approvals or exemptions held that are applicable to the aircraft and Services being tendered or information pertaining to the tenderer's capacity to obtain the necessary approvals for these Services (for example low flying approvals).

### **9.5. Insurances**

Provide details of any current Insurance Certificates applicable to the organisation and aircraft being tendered or information pertaining to the tenderer's capacity to be able to obtain suitable insurance for these Services.