

# **INVITATION TO TENDER**

# AERIAL FIREFIGHTING SERVICES 2015 ONWARDS

('ITT AFS 2015+')

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## 1. INTRODUCTION

This Invitation to Tender seeks tenders from qualified organisations for the provision of aviation services to support the 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 2015 (for the 2015-16 fire season) with two years of optional extensions. Tenders are invited for specific classes of 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. In summary, this Invitation to Tender is in relation to:
  - i. 21 x Type 2 and 3 Rotary Wing Services based in Victoria;
  - ii. 1 x Type 3 Rotary Wing Service based in South Australia; and
  - iii. 1 x Type 2 or 3 Rotary Wing Service based in the Australian Capital Territory.
- b. The process is known as the Invitation to Tender for Aerial Firefighting Services 2015 Onwards (**ITT AFS 2015+**).

- 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 <u>NOT</u> 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 may 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 <u>www.nafc.org.au</u> or contact NAFC in writing.
- g. The list of Services for which tenders are invited is provided at Appendix 1 (**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 a successful tenderer may vary from the Specimen Contract depending on the specific Service requirements.
- i. This Invitation to Tender is running in parallel with another separate NAFC procurement invitation, a Request for Proposal for Airborne Strategic Intelligence and Reconnaissance Services (**RFP ASIR 2015+**).
- j. 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

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 2015 Onwards (this document); and
  - ii. AFS 2015+ 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, it may be necessary to use as a reference regarding this tender the documents listed below. These documents can 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-003	Definition of passenger carrying capability – firefighting aircraft;
NAFC Standard PR-005	Pricing for refuelling vehicles
NAFC Guidance Note GN-001	Non-Chargeable Operating Hours
NAFC Guidance Note GN-002	Fuel and Fuelling

- c. The following relevant policy or standard operating procedure, for Victorian based Services only, is provided by the Member:
  - i. Installation of Auxiliary Radios Type 2 & 3 Helicopters; Victorian Equipment Standards
- d. A document titled 'How to Respond to the Invitation to Tender Aerial Firefighting Services 2015+' (How to Respond Guide).
- e. 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 <u>NAFC Standard PR-003</u>.

**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 <u>NAFC Standards PR-001 and PR-002</u>.

## 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 in May 2015.
- 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 September 2015.

## 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. Some of these Services were previously tendered by individual states or territories; and
  - ii. the Specimen Contract has been revised with a number of clauses amended slightly to ensure they remain current and technically accurate; and
  - iii. the AOC holder delivering the Service is required to be a party to the Contract for that Service; and
  - iv. several different categories of refuelling requirements are defined (see Section 3.1 of Part B); and
  - v. there are various amended technical specifications for aircraft and Services (e.g. seatbelt requirements); and
  - vi. Event Logging, with data transmission, is now required for all aircraft; and
  - vii. submission of tenders will be entirely in electronic form, using the NAFC Electronic Tender Portal (operated by Apet<sup>®</sup> 360Pro<sup>™</sup>); and

- viii. 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 (Contract Departures and 'Preferred' and 'Optional' Clauses) response document must be completed.
- ix. Some Services based in Victoria may have previously had a range of Service Periods referred to as Requirement 1, 2 or 3. Under this tender process some Services may now have Service Periods that are Absolute, Partial or a combination of both.

## 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. Operators interested in offering fixed wing, Strategic Intelligence and Reconnaissance aircraft should consider participating in the RFP ASIR 2015+.

## 2. TENDER STAGES

## 2.1. Stage 1 – Qualification Stage

- a. Stage 1 of the Invitation to Tender is the Qualification stage. Prices are <u>NOT</u> 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-formoney 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, successful tenderers will then be required to enter into Contracts with NAFC.
- c. It is a possible 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.

## 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-formoney. 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. the quality and detail of responses to the Brief Service Description roles (including notes) listed in the Table of Services as either 'optional', 'preferred' or 'strongly preferred';
  - v. compliance with the terms and conditions of the Specimen Contract; and
  - vi. compliance with the terms and conditions of the Specimen Contract noted as 'preferred' and 'optional'; and
  - vii. 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 to the Stage 1 criteria:
  - 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. Tenderers should note that additional clauses relating to specialist operations such as FLIR/AIG, Hover exit, Rappelling, Winching, Burning and NVG may be inserted into any contract executed between NAFC and any successful tenderer depending on the Services being tendered, the information submitted by the tenderer and the outcome of any negotiations.
- c. 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 will provide at least three Service Periods), plus two optional one-year extensions (also known as "3 + 1 + 1") commencing in 2015-2016. It should be noted that there is a reasonable probability that the optional extension years will not be exercised if the retendering of the contracts, arising from this tender process, are aligned with other Services and their procurement process timelines.

## 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 Operator's Certificate Holder as Contractor

NAFC requires that the actual holder of the Air Operator's 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.
- I. 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 an 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 personnel 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 <u>NOT</u> required for this Invitation to Tender. Instead, for any <u>noncompliance</u> or <u>partial-compliance</u> the tenderer is asked to include the required information in the provided **Contract Departures** response form (which is part of the **Contract Compliance** response form).
- b. Where a tenderer either partially complies or cannot comply with a particular clause then tenderers must include the clause reference and Schedule reference (if applicable), outline what the issue is and propose an alternative to the clause in question in the Contract Departures response form. The response should also indicate any benefits of non-compliance or partial compliance if applicable.
- c. Except in the case of clauses identified as 'Preferred', or 'Optional' in the Specimen Contract, unless otherwise stated in the Contract Departures response form (i.e. if you leave the form blank) 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. For those clauses and notes in the Specimen Contract, including the Schedules, that are annotated as "Preferred" or "Optional", tenderers must clearly define the extent of proposed compliance with any such clauses. A separate **Preferred and Optional** section is provided for this requirement as part of the Contract Compliance response form.
- e. Before completing the Contract Departures response 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
- f. Unless otherwise clearly stated it will be assumed that the Contract Departures response form submitted applies to all Services tendered. 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 **must** be lodged using the NAFC Electronic Tender Portal (**NETP**) operated by Apet® 360Pro<sup>™</sup>.
- 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 <u>How to Respond Guide</u> 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<sup>®</sup> and Microsoft Excel<sup>®</sup>, running under Microsoft Windows<sup>®</sup> to complete the response forms.

## 6.2. Tender Closing Time and Date

a. The Invitation to Tender closing time and date will be at:

13:00 Australian Eastern Standard Time on Tuesday 14 April 2015

Tenders **<u>must</u>** be submitted in full by the closing time and date.

- b. Tenderers will **NOT** be able to submit a tender after the closing time and date.
- c. Tenderers **must** allow for any and all possibilities when determining when to submit their proposals. These may include, amongst other things:
  - i. a large number of response forms and tenderer specific documents to upload to the NETP system; and
  - ii. problems with a tenderer's Internet Service Provider (slow speeds, etc); and
  - iii. increased internet traffic volume with the NETP system particularly near the closing times of the procurement process making it slow or difficult to upload documents.

- d. NAFC strongly recommends loading and submitting tender responses well before the closing time and date, and that tenderers carefully read and follow all instructions as to how to correctly submit a tender in the How to Respond Guide.
- e. NAFC accepts no responsibility for late, incomplete or incorrectly submitted tenders.
- f. Tenderers are able to amend tenders that have already been submitted, providing it is before the closing time and date (refer to the How to Respond Guide for details on how to do this). Tenderers should make sure that if they do amend their tender that they click the 'submit' button again once they have completed any amendments.

## 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.
- 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

- a. Tenderers will be advised of any decision to not take a particular tender further, or to disqualify a tender from further consideration.
- b. 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: Table of Services. Each Service has a unique identifier assigned (e.g. Service RW15301, RW15302 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 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 the Service RW15338 that may result in a Secondary Contract. These are Contracts where the occurrence of a defined minimum Service Period is <u>not</u> 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 (in the case of Service RW15338 this risk is associated with crop harvesting activities). Once a Service Period is activated for a season, it will be of the specified minimum length (in the case of Service RW15338, 42 days) unless otherwise agreed with the Contractor. It is possible that no Service Period will occur during the Contract Period.
- c. It is emphasised that not all Services listed in the Table of Services at Appendix 1 will proceed to a contract. Whether a Service is contracted will be determined by the suitability and value-for-money of the Services tendered, the total of tendered prices and by available funds.

## 1.4. 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. Type 3 Rotary Wing Services may be required to be available on a Partial Availability Service Period prior to, and following, their defined Absolute Availability Service Period (e.g. a single Aircraft may be on a Partial Availability then an Absolute Availability and finally a Partial Availability arrangement each year). This primarily relates to those Services required to undertake burning operations. This extended Service Period has previously been called the "Requirement 2" Service Period. Tenderers should clearly indicate if they are prepared to make the tendered Aircraft available for a Partial Availability (Requirement 2) Service Period for burning operations, and what arrangement they propose for Aircraft basing, and call-out conditions during this period.

Note: Typically a relatively small number of Type 3 Aircraft are required in the spring burning season, and the majority of Type 3 Aircraft are required in the autumn burning season. Aircraft undertaking Partial Availability (Requirement 2) Service Periods may be required for approximately four weeks prior to the Absolute Availability Service Period and approximately six weeks after the Absolute Availability Service Period.

- 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 (2015-2016 and 2016-2017 and 2017-2018) and if the Contract Period is extended for 2018-2019 and 2019-2020. It should be noted that there is a reasonable probability that the optional extension years will not be exercised if the retendering of the contracts, arising from this tender process, are aligned with other Services and their procurement process timelines.
- d. The commencement date of each Service Period will be notified in advance to the Contractor in accordance with the **Notice Period**.

## 1.5. Availability levels

- a. For most of the specified Services, **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 Services (e.g. those requiring NVG operations), availability requirements may extend beyond Daylight).
- 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. Specifically for Service RW15351 and for parts of other Services that are required to undertake aerial burning operations (refer to Appendix 1: Table of 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 or periods of time when burning operations could be undertaken. 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 Service Periods may allow a Contractor more flexibility with crewing or to undertake other work with the Aircraft or crew on days of relatively low demand (fire and or burning). A typical Partial Availability Contract/Service Period would see the Contractor being notified in advance (e.g. four to six hours) of a requirement for Commitment status – i.e. of a requirement to standby or to work.

#### 1.6. 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 delivery and lower costs.
- b. This may occur in different ways. 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. A tenderer may also be able to obtain synergies by "dovetailing" Services, where the planned Service Periods are complementary.
- c. This may also allow tenderers, who are granted multiple Services, to provide additional services/capabilities e.g. access to particular aircraft all year round.

#### 1.7. 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.

#### 1.8. 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 recommended that tenderers 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.

## 1.9. Nominated Operational Bases (NOB)

- a. During each Service Period the aircraft and crew will be based at a location (Nominated Operational Base) specified in the Contract.
- b. The Table of Services at Appendix 1 indicates where the NOB for each Service will be located. In some 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).
- c. Note that for Service RW15338 the Nominated Operational Base is required to move during the Service Period. Tenderers should take this into account when preparing their tender. The NOB for this Service would normally commence in the Sea Lake area of northern Victoria and move south east with the risks associated with crop harvesting activities. As this Service finishes around the same time other Services commence, it is anticipated that this Service could dovetail with other Type 2 Rotary Wing Services starting in December. Tenderers should clearly indicate if they wish to dovetail Services together with one Aircraft and provide details of how the benefits of doing so are shared with the Member.
- d. 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).
- e. The Contractor is responsible for providing all facilities required to support the Aircraft and crew at the NOB.

## 1.10. 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 <u>NAFC Standard PR-003.</u>
- 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 may change during the course of the Contract Period. 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, any aircraft required to carry passengers must have a Standard Certificate of Airworthiness and the AOC holder must have the necessary CASA authorisations, as are applicable at the time, 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.
- i. For Type 2 Rotary Wing passenger carrying aircraft, the aircraft is required to be fitted with a minimum of one "grab" handle fitted near to both the left-hand and right-hand rear doorways to facilitate the safe loading and unloading of passengers.

NOTE: For Bell 205, 212 or 412 model aircraft it is desirable to have one "grab" handle mounted externally on the rear quarter door and one "grab" handle mounted internally on the corresponding forward rear facing seat upright support.

## 1.11. 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 <u>NAFC Standard OPS-001</u>; and
  - ii. meet the other requirements of the Specimen Contract.
- b. Tenderers should note that aircraft required to undertake rappelling operations, as indicated in Appendix 1: Table of Services, must be fitted with a Firebombing Delivery System of a type compatible with rappel operations. When the firebombing system is a belly tank, then this will require:
  - i. that the tank and refill snorkel do not impede rappel operations;
  - ii. that the tank is fitted with an 'offload' system capable of delivering part or all of the load in a controlled fashion, at a minimum flow rate of 300 litres per minute, to a ground based tank via a hose with a diameter in the order of 38mm and a length of at least 80 metres, whilst the Aircraft hovers;
  - iii. that the "offload" system includes an outlet coupling mounted externally on the left-hand side of the aircraft that is within easy reach of an onboard rappel dispatcher / crewman;
  - iv. that the outlet of the "offload" system is mounted facing vertically down and fitted with a 38mm Wajax coupling and capable of withstanding the load of a charged hose at 46 metres in length;

- v. that the "offload" system is operated by a master switch located in the main cockpit of the aircraft with a second switch capable of being operated by an on-board rappel dispatcher / crewman from the left-hand rear cabin position; and
- vi. that the tank and refill snorkel are configure to allow landing and / or the safe offloading of crew or payload in remote or roughly prepared landing areas.
- c. Tenders must include all relevant information that demonstrates how any proposed aircraft and its Firebombing Delivery System meets the Service requirements.

## 1.12. Air Attack Supervision Platforms

- a. The Table of Services at Appendix 1 identifies several Services where the 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 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 infrared imaging or automated mapping capabilities).

## 2. SPECIALIST TASKS

## 2.1. Hover Emplaning and Deplaning

- a. All Rotary Wing Aircraft able to carry passengers are required to be capable of emplaning and deplaning passengers in a low hover (refer to clause 15 of Schedule 5 of NAFC's Specimen Contract). In addition the Table of Services at Appendix 1 includes a Service (RW15301) that is required to be configured to undertake specific **regular** hover exit operations.
- b. Aircraft tendered for Service (RW15301) must:
  - i. be capable of operating with the left-hand side doors open or removed;
  - ii. have the rear cabin floor fitted with a temporary floor area, agreed by the Member, to cover protruding and non-usable floor fittings; and
  - iii. ensure that the skid type and configuration permit an exit between the skids and fuselage from a position adjacent to and outboard of, the left-hand rear seat (tenderers should note that some after-market skid configurations prevent such an operation from being conducted).

## 2.2. Forward Looking Infrared (FLIR)

- a. The Table of Services at Appendix 1 identifies several Services where aircraft are required to be configured so that they can undertake FLIR operations either using equipment supplied by the Contractor or equipment provided by the Member.
- b. FLIR operations require the carriage of an Electro-Optical / Infrared (EO/IR) imaging system including gimballed camera, display and operator controls. The Member currently has two Wescam MX10 camera systems available and these may be moved between aircraft. Aircraft required to undertake FLIR operations must be configured so that this equipment can be readily fitted and removed,

from the aircraft without requiring anyone other than the equipment operator and the pilot.

- c. If tendering for Services requiring FLIR operations, tenderers need to take into consideration any modifications that may need to be made to the aircraft including, amongst other things:
  - i. the fitting of an external mount for camera/sensor (e.g. a suitable post for a Member supplied Meeker Aviation dovetail gen II mount);
  - ii. the fitting of internal monitors (via RAM size C mount), operator control units, laptop PC, data transmission and interface boxes;
  - iii. necessary cabling between external and internal units;
  - iv. the fitting and cabling of two external tri band telephone antenna
  - v. the fitting of a suitable GPS antenna to the tail of the helicopter; and
  - vi. the provision of suitable power supplies (2 x 24V, 20A outlet).

The Contractor is responsible for arranging for all necessary approvals at their own cost for each contracted aircraft, and must provide approval documentation to the Member when required.

- d. The Contractor will ensure that any Member supplied FLIR equipment is securely handled and stored as agreed with the Member in order to meet the Members obligations under the International Traffic Arms Regulations (**ITAR**).
- e. Tenderers may propose to supply and operate their own EO/IR imaging system, display and operator control equipment providing the equipment has the following capabilities:
  - i. IR sensor (optimised for fire use);
  - ii. HD colour camera;
  - iii. geo-target location;
  - iv. operator display;
  - v. laser rangefinder for increased targeting accuracy;
  - vi. built in GPS;
  - vii. mapping system interface; and
  - viii. a hand controller unit.
- f. Tenderers should clearly state whether they can also operate the Members equipment, and whether the tenderer's equipment is to be included in the aircraft pricing, or available at an additional charge. Detailed pricing is not required at this stage of the tender.

## 2.3. Aerial Intelligence Gathering (AIG) Aircraft

a. The Table of Services at Appendix 1 includes a Service (RW15307) whose primary purpose is to act as a platform for aerial intelligence gathering. Additionally, the Table of Services indicates that it is optional that a second Service (RW15302) can be configured so that it can act as an AIG platform if required. The primary role of the AIG platform is to collect, process and disseminate detailed fire and emergency intelligence information including video, images and maps.

- b. When used for AIG operations the aircraft will carry the EO/IR camera mounted in accordance with Section 2.2 above. A FLIR operator will occupy the front 'co-pilot' seat and an AIG operator will occupy a rear seat.
- c. In addition to the FLIR requirements of Section 2.2, the aircraft must be fitted with an AIG operator console at a rear seat (preferably located behind the co-pilot position). This console must be ergonomically designed to hold Member supplied AIG equipment.
- d. The Member supplied AIG equipment currently includes:
  - i. 1 x 'Getac rugged notebook' PC;
  - ii. 2 x digital video recorders;
  - iii. 1 x 'MAVEO fleet' video streaming unit;
  - iv. video display monitors;
  - v. mobile telephone; and
  - vi. a PC keyboard and trackball mouse.
- e. The console needs to mount two or three monitors (depending on how the notebook is mounted and if its screen is used as a third display) in front of the AIG operator with keyboard and trackball / mouse suitably located.
- f. The AIG operator position requires full access to the aircraft audio and radio systems so that the AIG operator can monitor, receive and transmit on any radio, including a terrestrial mobile telephone. The AIG operator avionics requirements mirror that of the co-pilot position as described in Schedule B of the Specimen Contract (Air Attack Supervision Aircraft). The rear seat AIG operator needs to be able to make and receive mobile telephone calls.
- g. The AIG equipment requires the installation of three tri-band mobile phone antennas on the exterior of the aircraft. These antennas are to be cabled back to the area of the operator console.
- h. The AIG equipment requires a suitably located 20 Amp, 24 Volt power outlet.
- i. The AIG console is to be supplied at the Contractor's expense. The Contractor is responsible for arranging for all necessary approvals and must provide approval documentation to the Member when required.
- j. When configured for AIG operations the aircraft must be securely hangared and accommodation made available for the AIG operating crew. The accommodation must include access to suitable telephone and internet services. When used for AIG operations the aircraft is required to be capable of operation under Night VFR.
- k. Tenderers may propose to supply and operate their own AIG solution. If doing so tenderers should clearly state whether they can also operate the Members equipment and whether the tenderer's equipment is to be included in the aircraft pricing, or available at an additional charge. Detailed pricing is not required at this stage of the tender.
- I. Tenderers proposing to supply and operate their own AIG solution for these Services must provide comprehensive details of their proposed solution including the manufacturer and model of sensor, integration software and hardware and communications equipment.

## 2.4. Specialist Operations – Winching

- a. The Table of Services at Appendix 1 includes a Service (RW15352) that requires the provision of a winching capability. Winching capability is primarily for the delivery of firefighters for rapid initial attack on incipient fires in remote or inaccessible areas.
- b. Where winching capability is tendered, the relevant Schedules and clauses of the Specimen Contract must be met.
- c. The performance of the aircraft in the range of situations specifically encountered in winching operations will be considered in evaluating the relevant Services. Tenderers should clearly detail all relevant performance characteristics of their tendered aircraft.
- 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 aircraft performance specifications in winching configuration;
  - ii. detailed specifications of the proposed winch, including make and model;
  - iii. if required, an engineering approval or manufacturer's approved Supplemental Type Certificate or manufacturer's Safety Bulletin to operate without ballistic cutters enabled;
  - iv. evidence that they have or will have a CASA approved, suitably detailed winching supplement to their Operations Manual;
  - v. detailed relevant procedures from 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.

## 2.5. Specialist Operations – Rappelling

- a. The Table of Services at Appendix 1 identifies several Services that require the provision of rappelling capability. Rappelling capability is primarily for the delivery of firefighters for rapid initial attack on incipient fires in remote or inaccessible areas.
- b. Where rappelling capability is tendered, the relevant Schedules and clauses of the Specimen Contract must be met.
- c. The performance of the aircraft in the range of situations specifically encountered in rappelling operations will be considered in evaluating the relevant Services. Tenderers should clearly detail all relevant performance characteristics of their tendered aircraft.
- 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 **rappelling** capability must provide with their tender:
  - i. detailed aircraft performance specifications in rappelling configuration;

- ii. detailed specifications of the proposed rappel attach points and associated equipment, including engineering approval or manufacturers approved Supplemental Type Certificate;
- iii. evidence that they have or will have a CASA approved, suitably detailed rappelling supplement to their Operations Manual;
- iv. detailed relevant procedures from their check and training system; and
- v. details of the levels and schedule of maintenance for the aircraft's rappel equipment.
- f. Aircraft required to undertake rappelling operations must be of a type able to be approved by the Member for rappel operations. Aircraft currently approved for rappel operations in Victoria are Bell 212, Bell 412, Bell 205, and the Sikorsky S61. For regular rappel operations aircraft must be capable of rappelling two persons simultaneously, i.e. one from each side of the aircraft, when operational conditions permit.
- g. Aircraft required to undertake rappelling operations must be fitted with a rappelling system, acceptable to the Member, that includes:
  - i. one independent internal roof or upper door frame mounted primary attachment device for the fixing of rappel ropes, for each door from which rappelling is permitted;
  - ii. an independent, approved roof or bulkhead mounted secondary rope attachment device to prevent against an inadvertent release of a primary rope attachment device. A single attachment device may serve as the secondary attachment device for more than one primary attachment device;
  - iii. primary and secondary rope attachment devices in locations that ensure the rear cabin area remains as a clear workspace for the rappel dispatcher and rappellers;
  - iv. a suitably rated single, centrally located, roof mounted hard point connection(s) that will enable the attachment of a helicopter crewman's wander lead. The location of the hard point connections shall enable unrestricted movement to either of the doors from which rappelling is being conducted; and
  - v. mounting for rescue knives, to be supplied by the Member, inside each rear doorway from which rappelling is permitted, in positions agreed with the Member.
- h. Each rappel rope primary and secondary attachment device must:
  - i. be capable of sustaining the dynamic and static load of a person weighing up to 105 kg, rappelling from the aircraft at a height above ground of up to 100m;
  - ii. where the primary attachment device comprises a longitudinal bar, be fitted with a lateral strut assembly to take side loads;
  - iii. be capable of sustaining a load of at least 300kg during an emergency static extraction of personal; and
  - iv. be equipped with a suitably rated fitting which permits the "quick release" of ropes under load.

- i. Aircraft required to undertake rappelling operations must be fitted with a 'cargo arm' system that:
  - i. is fitted in the left hand, rear door of the aircraft where possible;
  - ii. is fitted in such a way as to not impede rappel operations;
  - iii. is capable of swivelling outboard through an arc of 180 degrees (except where inappropriate due to airframe or door configuration) and being stowed perpendicular to the line of the aircraft;
  - iv. is capable of lifting a static load of at least 110kg;
  - v. is fitted with a suitably rated and tethered pin enabling locking of the cargo arm in its relative positions;
  - vi. is fitted with a suitably rated, removable cargo hook capable of being opened under load by the pilot using an electrical switch attached to the cyclic control and by manual release at the hook;
  - vii. allows the cargo hook to face forward; and
  - viii. is able to be fitted with a rappel descent device for the lowering of cargo.
- j. Aircraft required to undertake rappelling operations must be fitted with temporary floor covering in the rear cabin area to cover any protruding and non-usable floor fittings.
- k. Aircraft required to undertake rappelling operations must be fitted with skids and steps that do not impede rappel operations. They must be configured such that:
  - i. the step position shall not impede a rappeller wearing a leg bag standing on the main skid tube and shall not interfere with the rappel rope when the rope is loaded during a rappel descent;
  - ii. any protruding objects on the skid or steps that may damage rappel ropes are removed or suitably covered to protect rappel ropes;
  - iii. any retractable steps or similar fittings that may adversely affect rappel operations are removed; and
  - iv. any steps below a cargo arm are three-quarter length such that the area immediately below the cargo arm is clear of protruding objects in order to enable the lowering of cargo.
- I. Aircraft required to undertake rappelling operations must be fitted with a siren system that:
  - i. can be clearly heard on the ground from a position forward and below the Aircraft whilst the aircraft is in a 500ft AGL hover; and
  - ii. is able to be operated by a clearly marked, positive activation switch accessible at each door from which rappelling may be conducted.
- m. It is preferred that aircraft required to undertake rappelling operations are fitted with an approved spine board that can be securely stowed across the cabin behind the pilot and co-pilot positions, while allowing for rapid removal.
- n. All components of the primary and secondary rappel rope attachment devices and rappel dispatcher / crewman restraint fittings must have non-destructive testing conducted prior to the commencement of each Service Period. The results of all tests must be made available to the Member.

- o. In addition to the requirements for cargo nets found in Schedule 5 of the Specimen Contract aircraft required to undertake rappelling operations must be equipped with cargo nets and tie-downs specifically provisioned to facilitate the safe and ergonomic securing of rappel operations equipment.
- p. Aircraft required to undertake rappelling operations must be fitted with audio communications equipment in the rear cabin suitable for rappel operations. This includes:
  - i. intercom facility to all personnel (minimum 5) in the rear cabin;
  - ii. audio switching capability in the rear cabin that allows any two personnel to independently select and transmit on one of the aeronautical radios, any of the Member radios or on a cellular telephone. (This may be provided by two audio switching facilities or one dual switching facility);
  - iii. at least one Member radio control head mounted in an accessible position in the rear cabin that does not cause any obstruction during normal operations; and
  - iv. at least two positions with floating headset/helmet drop leads which will allow unrestricted movement around the aircraft rear cabin and to both rear doors. Floating drop leads shall be of a coiled construction. Each drop lead shall be fitted with an associated control switch with an easily accessible toggle switch, guarded against inadvertent activation or deactivation, which provides a "hot" or "live" microphone for hands-free intercom communication.
- q. As outlined in Section 1.11 above, the aircraft must also be fitted with a Firebombing Delivery System compatible with rappelling operations.
- r. Pilots required to undertake rappel operations may be required to undertake an evaluation by the Member to ascertain the pilot's ability to:
  - i. maintain an accurate hover over canopy suitable for a rappel operation;
  - ii. undertake rappel operations during training and fire suppression activities;
  - iii. communicate and respond to rappel emergency situations;
  - iv. conduct associated long line and water off-load operations; and
  - v. work safely and effectively with the rappel dispatcher and rappel crewleader.

## 2.6. Aerial Burning Requirements (Aerial Ignition)

- a. The Table of Services at Appendix 1 identifies several Type 3 Rotary Wing Services that are required to be configured to undertake aerial ignition operations to support Members' planned burning and fire suppression operations.
- b. Aircraft undertaking aerial burning operations may be required to conduct aerial incendiary operations and / or aerial driptorch operations.
- c. Aircraft required to undertake aerial incendiary operations must be modified and approved for the carriage and operation of the Members' aerial incendiary equipment. This requires, at the Contractors expense;
  - i. the provision of a suitable removable mounting or cargo board and vertical drop tube, adapted to connect with the Member's aerial incendiary machine; and

- ii. the provision of a suitable hole in the rear floor of the aircraft.
- d. Aircraft required to undertake aerial driptorch operations must be modified and approved for the carriage and operation of the Member's aerial driptorch. This requires, at the Contractors expense an external load mirror to enable the front passenger to view the operation of the aerial driptorch.
- e. Tenderers may propose to supply and operate their own aerial incendiary and / or aerial driptorch equipment. If doing so, tenderers should clearly state whether they can also operate the Members' equipment and whether the tenderer's equipment is to be included in the aircraft pricing or available at an additional charge. Detailed pricing is not required at this stage of the tender.

## 2.7. Night Vision Goggle (NVG) Requirements

- a. The Table of Services at Appendix 1 identifies a Service (RW15302) where the aircraft undertaking the Service is required to be fitted-out so that it can undertake Night Vision Goggle operations. Additionally, the table indicates that it is optional that a second Service (RW15307) can be configured so that it can act as a backup aircraft for NVG operations.
- b. Aircraft undertaking NVG operations are typically deployed to undertake aerial observation and aerial burning (incendiary) operations. Tenderers should therefore ensure that aircraft tendered for NVG roles are also configured to meet Air Attack Supervision and aerial burning (incendiary) requirements.
- c. Tenderers should note that it is not expected that more than one aircraft would normally be required to perform NVG operations at any one time.
- d. NVG operations would normally be undertaken with a mixture of NVG equipment supplied by the Contractor and equipment supplied by the Member. Tenderers should clearly detail the equipment they propose to supply and whether the tenderer's equipment is to be included in the aircraft pricing or available at an additional charge. Detailed pricing is not required at this stage of the tender.

## 3. ADDITIONAL INFORMATION

## 3.1. Fuel

- a. Each Service is specified on the basis of the following fuelling options:
  - 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.
- b. Tenderers should note that if tendering for a Service with a primary role of 'Firebombing' (i.e. Services RW15327 to RW15339) Wet–A Hire fuelling is required at this stage. Note however that it is possible that at the Pricing Stage (Stage 2) you may be asked to price on the basis of Wet-A Hire, Wet-B Hire or both.
- c. Where required, tenders must include specific and comprehensive details of proposed fuelling arrangements.

- d. 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.
- e. 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 <u>NAFC Standard PR-005</u>).
- f. 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.

## 3.2. Insurance

- Requirements for public liability insurance are set out in clause 5.19 and clause
  1.3 of Schedule 1 of the Specimen Contract. The Specimen Contract indicates the insurance amounts required for each aircraft Type and configuration.
- b. Contractors do not necessarily have to take out specific public liability insurance for each and every aircraft providing the Services but must ensure that there is appropriate insurance taken out by the Contractor that will cover each and every occurrence for every aircraft utilised to provide the Services.
- c. Requirements for aircraft hull insurance are set out in clause 5.19 of the Specimen Contract.

## 3.3. 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. infrared and visual imaging and recording systems;
  - ii. data communication systems;
  - iii. automated (GPS based) mapping;
  - iv. night vision or synthetic vision capability; and
  - v. refuelling capability additional to that specified for the Services tendered.

## 3.4. 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 / Service Periods 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 / Service Periods 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 all Contracts, mobilisation and demobilisation charges/costs must be amortised in (i.e. included within) the Standing and Operating Charges.
- e. 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).
- f. 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.
- g. 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.
- h. 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.
- i. All prices submitted are required to be in Australian dollars (AUD).
- j. NAFC has a standard model in the Specimen Contract for varying Operating Charges with fuel price variations. Tenderers may opt to fix Operating Charges, with respect to fuel prices, or use this model.

Ideally, in order to allow NAFC to standardise the Reference Fuel Price, if tenderers elect to apply the Fuel Price Variation model the source of the Reference Fuel Price should be the Caltex Reference Price Advice (this Advice can be made available as an email subscription service from Caltex Australia Petroleum Pty Ltd).

Further, in order to allow NAFC to standardise the Benchmark Fuel Price, unless otherwise agreed between NAFC and the tenderer, the Benchmark Fuel Price will be the price according to the Caltex Reference Price Advice at the time NAFC seeks pricing information at Stage 2 (NAFC will provide this information to those tenderers who are invited to submit prices at Stage 2).

- k. The Contractor must take reasonable steps to ensure protection of Contract Prices from general fluctuations in the value of the Australian dollar.
- I. 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.

m. 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 is duly authorised by the responding organisation to submit this tender. If this is the case then enter your name and the word "Agree" e.g. "Mary Smith – Agree". If this is not the case, write the reason why you do not agree with the statement.

#### 2.2. Tender Participation Terms and Conditions

I have read and understood the Invitation to Tender Aerial Firefighting Services 2015 Onwards, Part A, Terms and Conditions of Tender and confirm the tenderer will comply with the ITT AFS 2015+ 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. EXECUTIVE SUMMARY

Provide a concise summary of the total benefits of your tender response. 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 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 quality management and any 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 details of safety management and any 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. This may include any plans in the event of an aircraft accident, environmental spill or other relevant emergency.

## 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.

# 7.3. Multiple Services

Identify and explain any situations where the tenderer considers that the provision of multiple Services or additional aircraft by the organisation will offer synergies and benefits. Multiple Services may include where the tenderer proposes one aircraft to be used across multiple Services (i.e. RW15338 plus another Type 2 RW Service), or where the tenderer proposes multiple aircraft across multiple Services.

# 7.4. 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). For aircraft required to undertake rappel operations, specifically detail how the proposed firebombing tank is compatible with rappel operations.

## 7.5. 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. Specifically detail how the proposed radio & intercom setup meets the requirements of each role the aircraft is tendered for (e.g. for Air Attack Supervision aircraft detail how the Air Attack Supervisor can listen and transmit across multiple radios without interfering with pilot communications).

# 7.6. 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/rotor modifications, tail boom strakes and so on.

## 7.7. Aircraft Updates

Provide details of any changes the tenderer proposes to make to the tendered aircraft prior to commencing any initial Service Period. This may include engine changes, performance upgrades, seat belt configuration, Firebombing Delivery System configuration, equipment installation, etc. Provide details on how these changes will be achieved and how they will be completed before the earliest likely commencement of any Service Period.

## 7.8. Global Positioning Systems

Provide details relating to the Global Positioning Systems (GPS) to be utilised in the aircraft being tendered. Specifically detail how the GPS systems tendered will benefit the pilot and other crew during fire operations.

## 7.9. Tracking

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 the Australian Fire Aircraft Monitoring System (AFAMS) (refer to clause 5 of Schedule 5 of NAFC's Specimen Contract for details of requirements).

## 7.10. Event Logging

Provide details relating to the Event Logging system to be utilised in aircraft that are being tendered including an outline of how the data will be delivered into the Australian Fire Aircraft Monitoring System (AFAMS) (refer to clause 3 of Schedule A of NAFC's Specimen Contract for details of requirements).

# 7.11. 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.

NOTE: Aircraft Trend Monitoring is distinct and different from the AFAMS tracking systems and event logging systems mentioned above.

#### 7.12. Passenger Carriage Capability Calculations

Where aircraft are required to carry passengers, clearly set-out the calculations used to determine the Passenger Carrying Capability (PCC) for each aircraft tendered.

#### 7.13. Seating & Seatbelts

Provide information relating to the seating and seatbelt type and configuration to be fitted in the aircraft being tendered. Include details of which seats have upper body restraints, 3 point, 4 point or 5 point seatbelts, and inertial-reel seatbelts. Where appropriate, insert or attach photographs or diagrams of the seating configuration.

# 7.14. Winching

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

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

Where appropriate insert or attach photographs or diagrams of the winch configuration.

# 7.15. Rappelling

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

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

Where appropriate insert or attach photographs or diagrams of the rappel configuration.

# 7.16. Hover Emplaning and Deplaning

If tendering for any Rotary Wing Services that are able to carry passengers provide details of:

 any approvals, certifications and other documents required to operate the aircraft and equipment for hover emplaning and deplaning.

If tendering for Service RW15301 involving regular hover exit operations, provide additional details relating to, amongst other things:

- the configuration of aircraft and equipment;
- appropriate Operations Manuals supplements (note the complete manual is not necessarily required at this stage, but include at least the Contents Pages);
- relevant check and training system; and
- maintenance levels and schedules proposed for the aircraft and equipment.

Where appropriate insert or attach photographs or diagrams of the hover exit configuration.

# 7.17. Aerial Burning Requirements

If tendering for Type 3 Rotary Wing Services clearly state whether the aircraft can be configured to operate the Members supplied aerial incendiary and / or aerial driptorch equipment.

Provide details relating to, amongst other things:

- the required configuration of and modifications to aircraft;
- any approvals, certifications and other documents required to operate the aircraft and equipment for burning operations;
- appropriate Operations Manuals supplements (note the complete manual is not necessarily required at this stage, but include at least the Contents Pages); and
- relevant check and training system.

If proposing to supply and operate tenderer owned aerial incendiary and / or aerial driptorch equipment, clearly state whether the aircraft can also be configured to operate the Members supplied equipment.

If proposing to supply and operate tenderer owned aerial incendiary and / or aerial driptorch equipment clearly describe the proposed equipment and whether the proposed equipment is to be included in the aircraft pricing or to be made available at an additional charge. Detailed pricing is not required at this stage of the tender.

# 7.18. Forward Looking Infrared (FLIR) - Carriage

If tendering for Services RW15302, RW15304, RW15307 and RW15312 (FLIR operations role) provide details of how it is proposed to integrate the Member supplied Wescam MX-10 EO/IR system and associated equipment to the tendered aircraft.

Provide details relating to, amongst other things:

- the configuration of and modifications to aircraft;
- any approvals, certifications and other documents required to install and operate the equipment;

Where appropriate insert or attach photographs or diagrams of how the EO/IR system will be carried.

# 7.19. Forward Looking Infrared (FLIR) - Supply

If tendering for Services RW15302, RW15304, RW15307 and RW15312 (FLIR operations role) <u>and proposing to supply</u> tenderer owned EO/IR imaging system, display and operator control equipment then provide comprehensive details of the equipment to be provided.

Provide details relating to, amongst other things:

- IR sensor (optimised for fire use);
- HD colour camera;
- operator display;
- geo-target location;
- laser rangefinder for increased targeting accuracy;
- built in GPS;
- mapping system interface; and
- a hand controller unit.

Clearly state whether the proposed equipment is to be included in the aircraft pricing or to be made available at an additional charge. Detailed pricing is not required at this stage of the tender.

# 7.20. Aerial Intelligence Gathering (AIG) - Carriage

If tendering for the Aerial Intelligence Gathering Service RW15307 and/or the optional, second AIG Service RW15302, provide comprehensive details of the AIG console and its fitment to the aircraft, other than any information provided above under the FLIR operations requirements.

Provide details relating to, amongst other things:

- Configuration of operator console; and
- Configuration of audio communications for the AIG operator.

Where appropriate insert or attach photographs or diagrams of how the EO/IR system will be carried.

## 7.21. Aerial Intelligence Gathering (AIG) – Supply

If tendering for the Aerial Intelligence Gathering Service RW15307 and/or the optional, second AIG Service RW15302, <u>and proposing to supply</u> a tenderer owned AIG system, then provide comprehensive details of the system to be provided.

Provide details relating to, amongst other things:

- the make and model of the equipment proposed;
- the configuration of the aircraft required for AIG operations;
- the proposed AIG software and data output formats; and
- the proposed data transmission system.

Clearly state whether the proposed AIG equipment is to be included in the aircraft pricing or to be made available at an additional charge. Also detail whether the proposal includes providing the AIG system's operator. Detailed pricing is not required at this stage of the tender.

# 7.22. Night Vision Goggles (NVG)

If tendering for Services RW15302, or RW15307 (NVG operations role) provide additional details relating to, amongst other things:

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

Also provide details as to whether the tenderer intends to utilise equipment provided by the Member or equipment provided by the tenderer or a mixture of both.

Clearly state whether the proposed equipment is to be included in the aircraft pricing or to be made available at an additional charge. Detailed pricing is not required at this stage of the tender.

#### 7.23. Nominated Operational Base (NOB)

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. Where a mobile NOB is required or proposed (e.g. RW15338) please provide details of how the requirement of a mobile NOB will be achieved.

#### 7.24. Activation Systems

Provide details of the communications system(s), and backup system(s) that the tenderer proposes to receive notices of activation or dispatch for the Aircraft to carry out tasks.

#### 7.25. Notice Period

Provide any information regarding conditions relating to the tendered Notice Period(s) additional to that given in the Aircraft and Services Tender Form. Clearly describe any date ranges where the Notice Period(s) may be reduced or extended.

#### 7.26. Specific Training Period

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

#### NOTES:

- 1. Specific Training Periods are only likely to be required for a limited number of Services most likely one or two rappel equipped aircraft.
- 2. Please carefully read the notes to the Training Period in clause 7.1 of the Specimen Contract before answering this question.

# 7.27. Partial Availability of Aircraft prior to, or following, a Service Period

Provide information regarding the projected availability of contracted Aircraft for Partial Availability services prior to, or following the contracted Service Period (e.g for aerial incendiary and aerial driptorch operations during the Spring and Autumn "burning" seasons and for firefighting and other emergency operations as requested).

Note: This question is particularly targeted to tenderers of all Type 3 Rotary Wing Services available to support burning operations (previously this was referred to as "Requirement 2"). However, tenderers of other aircraft may also propose to make aircraft available for other roles on a Partial Availability arrangement if it adds value to their proposal.

## 7.28. 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 and other emergency events throughout the year).

#### 7.29. Fuelling Facilities / Refueller

Provide details relating to the fuelling facilities to support the Wet-A and/or Wet-B Hire Services being tendered. This may include details of fuel capacity at the NOB, refuelling arrangements (e.g. bowser / fuel-pod etc.), hours of operations, refuelling vehicles, etc.

If proposing any additional fuelling capability or capability in excess of what is requested, provide comprehensive details of your proposal. Include details of any vehicles proposed as part of a mobile solution, etc.

#### 7.30. 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. Include any details of alternative aircraft configurations that may increase or reduce fuel or load carrying capacity e.g. auxiliary fuel tanks.

## 7.31. Support Vehicles

If tendering any support vehicles other than Refuellers as part of the tender, provide details relating to the support vehicles. Please indicate if any support vehicles proposed are to be included in the proposal with an Aircraft or separately priced. Do not submit any pricing in this stage of the tender.

## 7.32. Additional Capabilities - General

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.

## 7.33. Additional Capabilities – NVFR and IFR

Provide information on any optional capability offered by the tenderer to be able to operate the aircraft under the Night Visual Flight Rules or Instrument Flight Rules.

#### 7.34. Aircraft Type Calculations

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

# 7.35. 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' and 'Optional' Clauses

Respond in the Contract Compliance – Preferred and Optional form to clauses of the Specimen Contract, including Schedules, which are identified as '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 System(s) 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).