



REQUEST FOR PROPOSALS

AIRBORNE REMOTE SENSING SERVICES

for

STRATEGIC INTELLIGENCE & RECONNAISSANCE

(‘RFP ASIR 2015+’)

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PART A: INVITATION

1. Introduction

1.1. Synopsis

- a. This Request for Proposals (**RFP**) invites proposals from capable, experienced organisations for the provision of Airborne Strategic Intelligence and Reconnaissance (**ASIR**) services using fixed wing aircraft.
- b. The services sought may be generally described as airborne remote-sensing services, or as the acquisition and provision of geo-located, geo-rectified imagery using electro-optical (**EO**) sensors mounted aboard fixed wing aircraft.
- c. The services are required principally to support the management of bushfires in Australia, but are also likely be used in the management of other emergencies and for other remote sensing tasks such as environmental monitoring.
- d. Key requirements include:
 - i. rapid acquisition of synoptic information over broad areas; and
 - ii. the ability, in one mission, to be able to conduct image acquisition at a number of locations that may be hundreds of kilometres apart; and
 - iii. the ability to deliver, to emergency managers, high-fidelity information products in near-real-time, from any operating area in Australia.
- e. The services sought by this RFP complement other existing capabilities that gather intelligence at a more tactical level.
- f. It is envisaged that selected Proposer(s) will be invited to enter into contract(s) to provide the services for three years commencing in 2015 (for the 2015-16 fire season across southern Australia) with the possibility of two one-year optional extensions.

1.2. The 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 resources to support the management of fire and emergencies.
- 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 managing specialised capabilities 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, resources with common contract arrangements designed to support resource sharing; and
 - ii. development and introduction of protocols and systems for the sharing of resources; and

- iii. development and implementation of common standards, operating and support systems.
- c. NAFC also assists Members with the implementation and coordination of research and development 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 the states and territories, who also meet the remaining costs and any operating costs.
- e. In inviting submissions for this Request for Proposals, NAFC is acting on behalf of its Members i.e. the Australian states and territories.

2. Invitation

- a. NAFC now invites the submission of proposals for the provision of Airborne Strategic Intelligence and Reconnaissance Services as detailed in this Request for Proposals document and according to the terms and conditions of this document and the Specimen Contract provided.
- b. This process is referred to as the Request for Proposals for Airborne Strategic Intelligence and Reconnaissance 2015 Onwards (**RFP ASIR 2015+**).
- c. This invitation initiates the first stage of the RFP process, known as the Initial Proposal Stage. Proposals submitted at this stage will be evaluated. Subsequent stages of the process will be determined according to the nature of the proposals received and Members' requirements.
- d. A Specimen Contract is provided as a basis on which to propose the Services specified. However, Proposers should note that any contract that is executed with the successful organisation(s) may vary from the Specimen Contract.
- e. The closing time and date for submission of proposals is detailed at Section 6.2 of Part B of this RFP.
- f. This RFP is running in parallel with other, separate NAFC procurement invitations, including an invitation to submit tenders for Aerial Firefighting Services (ITT AFS 2015+).
- g. This RFP does not bind NAFC or its Members to proceeding with the acquisition of any item or service.

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 RFP or regarding the submission of a proposal, please refer to Section 7 of Part B of this RFP document.

4. Reference Documents

- a. This Request for Proposals comprises a number of documents:
 - i. Request for Proposals: Airborne Remote Sensing Services for Strategic Intelligence and Reconnaissance (this document); and
 - ii. a NAFC Specimen Contract, specific to this RFP process, including Schedules.
 - iii. A document titled 'How to Respond to RFP ASIR 2015+' (**How to Respond Guide**).
- b. In addition, a number of template documents (response forms) are provided for Proposers to download and complete, and then upload and submit as part of their proposal.
- c. Proposers may find NAFC's Privacy Policy relevant. The Privacy Policy may be downloaded from NAFC's website. (Click on "Privacy Policy" at top of home page, then follow the link at the bottom of the "Disclaimer and Privacy Statement" page.)

5. Definitions and Abbreviations

- a. For the purposes of this RFP where the term 'organisation' is used it means the entity or corporation responding to this Request for Proposals or, where appropriate, the entity or corporation being put forward to provide the Services. The terms 'entity' and 'corporation' are used in accordance with the *Corporations Act 2001 (Cth)*.
- b. The following definitions and abbreviations are provided for ease of reference. Formal definitions will be included in any contract or agreement executed subsequent to this RFP.

Absolute Availability means that during the defined Service Period the Services are normally required to be immediately available to respond (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 (if required) and Flight Crew, Crewpersons and other Personnel on-board; together with any on-board equipment (including communication and surveillance equipment), systems, data or products utilised by the Contractor to perform the Services or undertake the tasks stipulated in a Contract between NAFC and an organisation.

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

ASEPTA, also referred to as **ASEA** means Approved Single-engine (Turbine) Aeroplane and refers to the approval by CASA to operate a single-engine aeroplane in specified operations.

Call When Needed (CWN) means the engagement of Services on an ad hoc basis.

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.

Contractor means the organisation ultimately selected to provide the Service.

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.

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).

Dispatch Response Period means the maximum period of time that may elapse from the time a Member provides notification to a Contractor of a requirement to undertake tasks and the time the respective aircraft is airborne and proceeding to undertake those tasks.

Enhanced Call When Needed (ECWN) means the engagement of Services on an ad hoc basis according to previously agreed terms and conditions, including specific requirements to respond to requests from Members.

EO means electro-optical and refers to sensors that acquire electromagnetic information anywhere in the electromagnetic spectrum. A reference to EO includes reference sensors that acquire infrared information.

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 this RFP GST is legislated at 10%.

IFR means Instrument Flight Rules.

IR means infrared.

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 Request for Proposals membership includes 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 providing the Service is required to be based during the Service Period.

Notice Period means the specified minimum period of advance notice to the Contractor of the commencement date for any Service Period. The Notice Period is specified as a number of days

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

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

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

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

Platform Aircraft has the same meaning as Aircraft but refers specifically to an Aircraft used to supply remote sensing services.

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).

Principal Service Area means a region of Australia where it is envisaged that the majority of the tasks required of a Service will be conducted.

Proposer means the organisation responding this RFP.

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.

RPA means Remotely Piloted Aircraft and also refers to Unmanned Aerial Systems (UAS) and Unmanned Aerial Vehicles (UAV).

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, equipment, sensors, computers, software, Intellectual Property, Personnel, vehicles, licences, bandwidth 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 normally coincide with the bushfire 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 Request for Proposals, 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.

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

PART B: TERMS AND CONDITIONS OF PROPOSALS

1. INFORMATION FOR PROPOSERS

1.1. Context and process

- a. Proposers should specifically note all points below. Proposers need to study the detail of all of the documentation very carefully when preparing a response.
- b. The information in Part B of this RFP is intended to give Proposers an understanding of the structure of the RFP process. It is indicative only and may be changed by NAFC in accordance with the terms set out in this RFP.
- c. If this RFP process ultimately results in procurement of services, then it is NAFC's intention to execute any resultant contract or agreement before the commencement of the 2015-16 bushfire season in southern Australia. The southern bushfire season in Australia normally commences around November.

1.2. Differences from previous processes

- a. Some of the key differences in this process, compared to previous Requests for Proposals or Invitations to Tender for provision of Services similar to those sought include:
 - i. some of the Services are broadly equivalent to Services that were previously contracted directly to state/territory agencies; and
 - ii. this RFP allows for a range of service delivery models to be proposed (see Section 1.2 of Part C); and
 - iii. the Specimen Contract has been revised:
 - A. with a number of clauses amended slightly to ensure that they remain current and technically accurate;
 - B. including re-ordering, grouping and numbering of terms and conditions; and
 - C. to include specific provisions relating to subcontracting; and
 - iv. where contract arrangements involve payment for hire or charter of an aircraft, the holder of the AOC delivering the Service will normally be required to be a party to the Contract for that Service; and
 - v. several different categories of aircraft refuelling requirements have now been defined (see Section 2.8 of Part C); and
 - vi. electronic tracking is now required for all Aircraft delivering Services; and
 - vii. event logging is now required for all Aircraft delivering Services; and
 - viii. seatbelts with upper body restraint are now required in most Aircraft delivering Services; and
 - ix. submission of proposals will be entirely in electronic form, using the NAFC Electronic Tender Portal; and
 - x. the response to this RFP does not require a complete Compliance Statement, where Proposers are required to state the extent of their compliance with every clause of the NAFC Specimen Contract including Schedules. Instead a statement indicating proposed departures from specifications and requirements must be completed.

1.3. Terminology

Members are continuing to gradually standardise 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.

2. REQUEST FOR PROPOSAL STAGES

2.1. Overview

This RFP is planned to run in multiple stages where the initial stage requests information from Proposers about their capabilities, systems and proposed solutions, service delivery models and indicative pricing. Subsequent to this, and dependant on the information obtained in the initial stage, NAFC will work with its Members to refine requirements or specifications before potentially returning to shortlisted or selected Proposers for further information or negotiation. The stages are further outlined below.

2.2. Initial Proposals Stage

- a. The first stage of the RFP is the Initial Proposals Stage. Proposals submitted will be evaluated and shortlisted according to the specified criteria. Note:
 - i. if necessary, the Evaluation Group may seek further information from Proposers; and
 - ii. evaluation of proposals may involve referee checks, audits and other due diligence checks.
- b. Only organisations who have submitted proposals at the Initial Proposals Stage will then be eligible to be invited to participate in any subsequent stage(s). An exception to this may occur if insufficient proposals are received that meet the needs of NAFC and its Members.

2.3. Subsequent stage(s)

- a. Subsequent stages will be designed according to the nature of proposals received at the Initial Proposals Stage.
- b. There are a number of possibilities for the remaining stages, which include, but are not limited to:
 - i. no further action; or
 - ii. NAFC may refine requirements and/or specifications and seek further responses from some or all organisations who responded at the Initial Proposals Stage; and/or
 - iii. NAFC or Members may select, after evaluation of proposals, one or more organisation(s) with which to further discuss and develop selected proposals; and/or
 - iv. the process may proceed to a formal tender stage for selected (shortlisted) proposals.

2.4. Contract Award

- a. Following the evaluation of proposals at either the Initial Proposal Stage or subsequent stages, decisions may be made on selecting a Proposer(s) to provide the required Services.
- b. The selection of a Proposer(s) to provide the required Services will depend amongst other things on the suitability of solutions offered; on the overall value of the solution(s) proposed; proposed prices, the pricing structure and available funds.
- c. It is intended that NAFC, on behalf of its Members, will enter into a form of contract with the selected Proposer(s).
- d. Potential providers of the Services will be required to successfully complete audits and other pre-contract due diligence checks and to participate in negotiations prior to the execution of any contract or agreement.

3. EVALUATION CRITERIA

- a. The evaluation and selection process aims to identify the proposals which best meet the needs of NAFC and its Members and which will provide optimum value-for-money. Criteria that will be used to evaluate proposals include, but are not limited to:
 - i. the competence and capability of the Proposer's organisation to provide the required Service(s). This will be assessed from information contained in the proposal, public information, other information sourced from the Proposer; and on past performances in the industry, or the performance of contracts of a similar nature; and
 - ii. the capacity and ability of the organisation to provide the appropriate Personnel, management structure, training and material resources and business continuity needed to perform the Service(s); and
 - iii. the adequacy and suitability of the proposed arrangements to supply the Service(s), including capability, performance and capacity of the Platform Aircraft, remote sensing systems, processing equipment, communications systems, software, hardware and inventory; and
 - iv. the potential of the proposed solution to improve the effectiveness and efficiency of bushfire and emergency management operations; and
 - v. the ability of the organisation to provide innovative, leading-edge solutions and to continue to innovate during the Contract Period; and
 - vi. the ability of the organisation to meet and comply with the requirements for provision of Airborne Strategic Intelligence and Reconnaissance Services as detailed in this RFP and the Specimen Contract, including any items that are noted as "*preferred*", "*strongly preferred*" and "*optional*"; and
 - vii. availability of all or part of the proposed solution(s) outside of the specified Service Periods; and
 - viii. the value-for-money of the proposed solution(s); and
 - ix. the Contract Price and pricing arrangements; and

- x. the commercial viability and financial risk rating of the organisation.

4. CONTRACTS

4.1. General

- a. Services provided pursuant to this RFP will be in accordance with a contract between the selected provider(s) and NAFC.
- b. A Specimen Contract is published as part of the RFP process. Proposers should note that the Specimen Contract is generally aligned to a particular service delivery model (the “Turnkey” service delivery model - refer to Section 1.2 of Part C) and would need to be substantially modified if alternative service delivery models are adopted. However, the Specimen Contract provides an indication of the types of clauses that would be included in a contract and the general expectations of NAFC and its Members.
- c. It is envisaged that any contract will be based on the Specimen Contract, however, NAFC may consider other forms of contract or service agreement. This will depend on the nature of the service delivery arrangements proposed and accepted.
- d. In any case, any contract for the Services will include a number of additional conditions that are specific to the actual solutions that are proposed and accepted. These conditions will be detailed in Schedule C of the contract.
- e. Any contract awarded as a result of this RFP will be between the Contractor and NAFC. However, Services procured through this RFP process, although contracted by NAFC, will be managed and supervised “in the field” by the relevant Member.
- f. No contract will exist between the parties until a formal written contract is executed between NAFC and a Proposer. Any representations made, by NAFC in this Request for Proposals or in any subsequent documents, clarifications or negotiations will not be binding unless they are expressly incorporated into a formal written contract or service agreement executed by the parties.

4.2. Contract Period

- a. This Request for Proposals requires that any proposals submitted are based on a Contract Period of three years (which in the case of Primary Contracts will provide at least three Service Periods), plus two optional one-year extensions (also known as “3 +1 +1”) commencing in 2015-2016. Proposers should note carefully that the extensions are not guaranteed. (Refer also to Section 2.3 of Part C).
- b. Proposals must be based on the Contract Period indicated above however Proposers may also propose an alternative Contract Period, where it is considered that this will offer advantages to NAFC in terms of service delivery and/or value-for-money.

4.3. Utilisation

NAFC or its Members are not able to provide estimates or guarantees as to the amount of operational utilisation of the Services and make no representation as to the volumes of

service NAFC may require a Contractor to provide in any given Service Period or throughout the Contract Period.

4.4. Air Operators Certificate holder as Contractor

Where the contract arrangements involve any payment for hire or charter of an aircraft or payments that could be construed as being for hire or charter of an aircraft, the holder of the AOC under which the aircraft operates will normally be required to be a party to the Contract for that Service; and will be jointly and severally liable to ensure the provision of the Service.

4.5. Contracting with overseas providers

- a. Whilst it is possible for NAFC to contract directly with organisations that are not domiciled or based in Australia, it is expected that Australian based organisations will be able to demonstrate certain advantages that will be favourable in the evaluation process – such as ready access to infrastructure, support facilities, contingency resources, business continuity 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, or have a delegate acceptable to NAFC, in Australia.
- c. Overseas based organisations that are considering the provision of 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

Proposers 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. Proposers should be aware that the results of performance monitoring could be published in a general form.

4.7. Financial security

- a. Proposers should understand that where a Contractor is a subsidiary company or proposes to contract as a trustee, NAFC may require as a condition of acceptance of a proposal, a guarantee or indemnity given by the parent company or by some or all of the beneficiaries of the trust in respect of the Contractor'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 Contractor.

5. CONDITIONS OF SUBMISSION

5.1. Terms of Participation

- a. This Request for Proposals 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 Request for Proposals, NAFC makes no representations or warranties that the content or any information communicated or provided to Proposers during the Request for Proposals process is, or will be, accurate, current or complete.
- c. If a Proposer finds or reasonably believes that it has found any discrepancy, ambiguity, error or inconsistency in this Request for Proposals or any other information communicated or provided by NAFC, the Proposer 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 Proposers without attribution to the entity that alerted NAFC.
- d. NAFC reserves the right to change any information, or to issue Addenda to this Request for Proposals before the closing time.
- e. Proposers accept that NAFC may, in its absolute discretion, terminate, alter or suspend this RFP process or any aspect of it at any time. NAFC will not be liable for any costs and expenses of Proposers should the process be terminated, altered or suspended.
- f. NAFC will not be liable for any costs and expenses incurred by those submitting proposals or in the preparation of proposals or in discussions and negotiations after the submission of proposals.
- g. NAFC may request any Proposer, at the expense of the Proposer, to attend meetings at particular locations to further discuss, clarify or negotiate proposals.
- h. All proposal documents become the property of NAFC on submission.
- i. Proposers accept that NAFC may retain and utilise performance data from proposals for any modelling or analysis purpose, whether a proposal is accepted or not.
- j. NAFC may make copies of proposal documents submitted in response to the RFP and may use copies for any purpose related to the RFP process.
- k. Upon submission of any proposal, Proposers are deemed to:
 - i. have carefully examined the information made available in writing by NAFC for the purpose of this Request for Proposals; and
 - ii. be fully informed as to the requirements of NAFC and the potential obligations of Proposers 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 due and proper performance.

- l. Except where specifically required otherwise by this RFP, Proposers must ensure that their proposals include provision of all ancillaries necessary for due and proper performance. This may include, but is not limited to, Flight Crew, Crewpersons, training, Refueller (where required), fuel, hardware, firmware, ancillary services software, licences, intellectual property, insurances, supervision, documentation, administration, consumables, support and servicing.
- m. Proposers accept that the provisions of any formal written contract subsequent to this process that may be executed between NAFC and any Proposer will differ from the Specimen Contract.
- n. Proposers must not make any public statements, including without limitation, providing information or documents for publication in any media, in relation to this Request for Proposals or any subsequent Contract arising out of this Request for Proposals, without the prior written approval of NAFC.
- o. Proposals 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. Proposers accept that NAFC may request evidence regarding the financial status of the Proposer and related or affiliated organisations including; Statement of Comprehensive Income (profit & loss) and Statement of Financial Position (balance sheet) for all related entities for the last 3 years; financial referees, bankers and guarantors. Failure to comply with any request may result in a proposal being excluded from further consideration.
- q. Proposals may be disqualified or evaluated solely on the information contained in the proposal. NAFC may disregard any incomplete, unintelligible or illegible content in the proposal and will be under no obligation to seek clarification from the Proposer.
- r. Proposers not providing adequate information to enable a proposal to be properly evaluated may be excluded from further consideration and NAFC will be under no obligation to seek further information from the Proposer.
- s. Proposers accept that at any stage during this RFP process, Proposers may be subject to audit by NAFC or approved bodies acting on behalf of NAFC. Failure to submit to an audit may result in a proposal being excluded from further consideration.
- t. Proposers accept that NAFC may request a comprehensive report of workplace accidents and incidents (including aircraft accidents and incidents) spanning several years together with details of any preventative and remedial actions taken by the Proposer. Any such report must embrace complete organisations and not simply single business entities. All higher-ranked Proposers are likely to be required to provide such a report. Failure to comply with such a request may result in a proposal being excluded from further consideration.
- u. Without limiting NAFC's rights in this Request for Proposals, NAFC may at any time, in its absolute discretion, during the process:
 - i. shortlist one or more Proposers; or
 - ii. commence or continue discussions with some or all of the Proposers without shortlisting any Proposers; or
 - iii. accept one or more of the Proposals.

- v. NAFC is not bound to shortlist, to select as successful or to accept any proposal.
- w. NAFC is not bound to shortlist, to select as successful or to accept the proposal submitting the lowest price.
- x. NAFC may in its absolute discretion, immediately disqualify a Proposer that it believes has sought or obtained assistance of a commercial nature from any NAFC employee or consultant.
- y. NAFC may in its absolute discretion, immediately disqualify a Proposer that it believes has engaged in collusive practices.
- z. A Proposal will be deemed to be available for consideration by NAFC until such time as the Proposer is formally notified otherwise by NAFC. The commencement of negotiations by NAFC with one or more Proposers is not to be taken as an indication that any particular Proposer's response is no longer under consideration.
- aa. NAFC is not bound to provide any Proposer with feedback or reasons for setting aside, disqualifying, rejecting or not accepting or proceeding with a proposal or any other proposal.

5.2. Single Response

- a. Only one response to this RFP is permitted for each Proposer.
- b. Proposers may submit various options for provision of the required Services in a single proposal. The single proposal must include all options being proposed. Care should be taken to ensure that all necessary information is provided in respect of each option proposed.
- c. Proposers may submit (within a single response) proposals to supply one or more of the individual Services listed in Table 1 (the Table of Services) at Section 2.1 of Part C.

5.3. Demonstrations

If a Proposer wishes to demonstrate a proposed solution or capability to NAFC or its Members, the demonstration will be at the Proposer's own cost. If a Proposer envisages conducting a capability demonstration, the details must be included in their response to this RFP.

5.4. Compliance and Departures

- a. A full compliance statement with the various requirements and specifications set out in this RFP document and the Specimen Contract is NOT required in the Proposer's response to this RFP. Instead, for any non-compliance or partial compliance with requirements or specifications, the Proposer is asked to include that information in the 'Compliance – Departures' response form.
- b. Except in the case of any requirements identified as '*preferred*', '*strongly preferred*' or '*optional*', unless otherwise stated in the Departures response form (i.e. if you leave the form blank) it will be assumed that the Proposer will comply with all applicable clauses and requirements of this RFP document and the Specimen Contract including applicable Schedules.

- c. Proposed departures must include a description of any benefits of non-compliance or partial compliance and a description of any proposed resolution.
- d. Before completing the Departures response form please note the following:
 - i. Proposals presenting a significant number of departures or which seek to significantly offset risk to NAFC or Members will affect the result of their evaluation scoring; and
 - ii. Proposers risk having their response set aside if NAFC considers proposed non-compliance or partial compliance to be unacceptable or unmanageable; and
 - iii. Proposers who indicate significant departures may also be asked to provide pricing with or without the departures; and
 - iv. Unless otherwise clearly stated it will be assumed that the Departures response form submitted applies to all options proposed.
- e. For those relevant clauses and notes in this RFP document and the Specimen Contract, including the Schedules, that are annotated as "*preferred*", "*strongly preferred*" or "*optional*", Proposers must clearly define the extent of proposed compliance with any such clauses. A separate 'Compliance - Preferred and Optional' response form is provided for this requirement.
- f. If Proposers believe that they significantly exceed the requirements of any clause or specification then they should articulate this in the relevant section of their response.

5.5. Limitations

- a. Proposers must clearly specify the manufacturer, make and model of any aircraft that they propose to use to supply the Services. It is intended that Proposers invited to participate in subsequent stages will be limited to proposing Services that utilise aircraft of the same make and model as proposed at the Initial Proposals Stage. An exception to this limitation may occur, at the absolute discretion of NAFC, if NAFC receives insufficient suitable proposals.
- b. Proposers must clearly specify the manufacturer, make and model of any remote sensing equipment, and the type of image processing equipment and software that they propose to use to supply the required Services. It is intended that Proposers invited to participate in subsequent stages will be limited to proposing equivalent equipment and software as proposed at the Initial Proposals Stage. An exception to this limitation may occur, at the absolute discretion of NAFC, if NAFC receives insufficient suitable proposals.

6. LODGEMENT OF PROPOSALS

6.1. Lodgement

- a. Proposals must be lodged using the NAFC Electronic Tender Portal (NETP).
- b. Proposers will need to register on the NETP in order to lodge a proposal.
- c. Instructions on how to register and complete the responses in the NETP are contained in the [How to Respond Guide](#) located on the NAFC website.
- d. In order to submit a proposal, there are a number of template documents ('response forms') that need to be downloaded, completed and then uploaded to

the NETP. Proposers will be directed to these response forms as they work through the electronic submission process. No printed or hard copy responses will be required or will be accepted.

- e. Proposers will be able to load free form and visual content in specified areas of the response forms.
- f. Once all response forms have been uploaded to the NETP, the Proposer is required to finally 'submit' the proposal. Instructions on how to submit a completed responses in the NETP are provided in the How to Respond Guide.
- g. An outline of the response forms can be found in Part D of this RFP document.
- h. Proposers will require access to recent versions of Microsoft Word® and Microsoft Excel®, running under Microsoft Windows® to complete the response forms.
- i. Proposers should note that the NETP is operated by a third party. NAFC does not have access to material uploaded to the NETP until after the closing time and subsequent probity and quality control processes have been completed.

6.2. Closing Time and Date

- a. Proposals must be lodged by the closing time of:
13:00 Australian Eastern Standard Time on Tuesday 26 May 2015.
- b. Proposers are able to amend proposals that have already been lodged in the NETP as long as amendments are made before the closing time. Please note very carefully the instructions in the How to Respond Guide regarding amendment of proposals. **If a proposal has been finally "submitted" in the portal and is then subsequently amended, it is necessary to re-submit the proposal.**
- c. Proposers will not be able to submit a proposal after the closing time.
- d. Proposers should carefully allow for any contingencies when determining when to submit their proposals on the NETP. These contingencies, amongst other things, may include problems or limitations with the Proposer's Internet Service Provider (such as slow speeds, etc) and increased internet traffic volume with the NETP system, particularly near the closing time for submission of proposals.

7. FURTHER INFORMATION

- a. All enquiries regarding the content of this RFP document and the Specimen Contract can only 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 this Request for Proposals process are not permitted.
- d. In most circumstances answers to any questions submitted regarding this Request for Proposals will be provided as Addenda to the Request for Proposals

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 Request for Proposals.

- 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 the NAFC websites, however, NAFC cannot guarantee that an individual organisation will not be able to be identified from a question or answer provided.

8. POST PROPOSAL FEEDBACK

- a. Proposers will be advised of any decision to not take a particular proposal further, or to disqualify a proposal from further consideration.
- b. Except in the case of significant errors or omissions which result in disqualification of a proposal, it is not practical for NAFC to provide feedback or debriefing to individual Proposers.

PART C: SERVICE REQUIREMENTS

1. General

1.1. Context

- a. It is envisaged that each defined Service (refer to Table 1, the Table of Services, at Section 2.1) will require a Contractor to supply and operate Aircraft equipped with an integrated system for the acquisition, processing and transmission of images, other related data and information that will assist the Member in dealing with bushfires, planned fires, emergency operations and other activities.
- b. The images, other data and information acquired are expected to assist the Member in conducting its response to bushfires or emergencies and in the provision of information to the community. A key requirement therefore is that the images, related data and information are available to the Member, on the ground, in near real time, and in a form that the Member can readily integrate with other information.
- c. A key aim for the Services is to fully realise the advantages of an aircraft as a remote sensing platform and to provide information when other means of intelligence gathering are limited. This means that any Service:
 - i. must be capable of providing synoptic or overview type information regarding emergency incidents such as bushfires, including large fires and fast moving fires;
 - ii. must be capable of gathering information through smoke and haze;
 - iii. must be capable of working during Daylight and at night;
 - iv. will be able to obtain good quality information without having to approach closely to a fire or other emergency incident; and
 - v. must be capable of working effectively, and providing high quality information, in the conditions typically encountered when large bushfires are occurring.
- d. It is intended that for each defined Service a Contractor will provide a remote sensing system that generally comprises, as a minimum:
 - i. a crewed, fixed wing aircraft as a platform; and
 - ii. a suitable EO sensor or package of sensors; and
 - iii. on-board digitisation, geo-location, rectification, data processing and creation of products; and
 - iv. transmission of images, metadata and related data; and
 - v. mission management and co-ordination;

in order to deliver to Members the data and information products to support the management of bushfires and other emergencies, and management of planned burns.

- e. Previously, Services broadly equivalent to those sought by this RFP have been provided to Members using, for example:
 - i. Aircraft:
Twin turboprop, pressurised, conventional fixed-wing aircraft with MTOW up to 5,700kg, modified to accommodate downward looking sensors;
 - ii. Sensor:
Twin detector port (split optical path) wide-field-of-view linescanner; or wide-field-of-view hyper-spectral whiskbroom scanner;
 - iii. Image processing:
Various custom-built and customised commercial packages;
 - iv. Data communications:
Primarily commercially available satellite broadband.
- f. It is possible that each defined Service could be provided by different Contractors.
- g. It is possible that multiple Services could be provided by the same Contractor.
- h. This RFP is generally intended to identify and examine proposals for the provision of Services :
 - i. by experienced, capable providers of equivalent or similar services, with access to suitable resources and infrastructure; and
 - ii. that would be available for operational implementation, if required, by the start of October 2015 (except where a phase-in occurs, see Section 4.3 of Part C).

1.2. Service delivery models

- a. Previously, Services broadly equivalent to those sought by this RFP have been provided to Members through a range of service delivery models, including:
 - i. **“Platform”** service delivery model, which may be summarised as:
 - A. The Contractor provides a crewed aircraft. In most instances the Contractor also provides at least the airborne side of data communications.
 - B. The aircraft is modified by the Contactor to carry sensor(s) and image processing capability that is owned, operated and maintained by a Member.
 - C. When required by the Member, the Contractor operates the aircraft, which proceeds to target(s) designated by the Member. The Member operates the sensors and image processing to obtain the required products.
 - ii. **“Turnkey”**, service delivery model, which may be summarised as:
 - A. The Contractor provides a crewed aircraft, other personnel, sensor packages, image processing and data communications.

- B. When required by the Member, the Contractor arranges for the aircraft to proceed to target areas designated by the Member.
 - C. The Contractor operates the aircraft, sensor(s), image processing and data communications and in due course provides the specified data and information products to the Member.
- b. It is also conceivable that a “**Product**” service delivery model could be considered. In this model, the relevant Member would simply specify the particular (pre-defined) product(s) required for an emergency incident and it would be left entirely to the Contractor to deliver that product to the specified criteria (including timeliness).
 - c. In general terms, NAFC and its Members prefer to move towards Turnkey or Product service delivery models, provided such models offer suitable value-for-money.
 - d. It is conceivable, however, that some of the Services defined in this RFP could also be provided through a hybrid of service delivery models.
 - e. If a Turnkey or Product service delivery model is proposed and ultimately accepted by NAFC there would still be a need for NAFC to be assured that the operation of any aircraft used by the Contractor to deliver the Services:
 - i. meets the standards and specification described in this RFP and the Specimen Contract; and
 - ii. is able to be properly integrated with other emergency aviation operations conducted by Members.

1.3. Alternative solutions

- a. NAFC is currently of the view that only solutions that use conventional fixed wing aircraft as a remote sensing platform will meet the service requirements outlined in this RFP. At this time, as far as NAFC is aware, only fixed wing aircraft equipped with wide-field-of-view EO sensors will provide the necessary combination of spatial and temporal flexibility, image content, image quality, image resolution and image acquisition productivity.
- b. NAFC is however prepared to consider alternative solutions that do clearly meet the service requirements. Such proposals may, just for example, utilise Remotely Piloted Aircraft (**RPA**), satellites or stratellites. It is also conceivable that a proposal could offer a combination of remote sensing platforms, including conventional fixed wing aircraft, to meet the service requirements.
- c. Proposals that suggest using remote sensing platforms other than conventional fixed wing aircraft must clearly demonstrate how current limitations around alternative platforms and sensors would be managed, and how the service requirements would be met. For example, those organisations proposing to use RPAs would need to describe in detail how the various regulatory and airspace management issues will be dealt with in an emergency management situation. Similarly, organisations proposing to use satellites would need to describe methodologies for obtaining high resolution imagery on a timely basis, and especially where the area of interest is beneath persistent cloud (that an aircraft could fly underneath).

- d. Organisations are also welcome to provide information regarding solutions that are not yet ready, but are likely to meet or exceed the service requirements in the future. However unless the same organisation is also providing a compliant proposal in response to this RFP, NAFC recommends that information regarding future possibilities or other non-compliant solutions is provided directly to NAFC outside this RFP process.

2. Services required

2.1. Overview of service requirements

- a. For the purposes of this RFP the Services have been delineated as described in Table 1, below.

Table 1: Table of Services

Service Reference	Type of Contract and Availability requirement	Principal Service Area	Minimum Service Period in each year of Contract and approximate timing
FWASIR15001	Primary Absolute	NSW	12 weeks Oct-March
FWASIR15002	Primary Absolute	VIC	12 weeks Nov-April
FWASIR15003	Primary Partial	NSW/VIC	16 weeks Oct –April
FWASIR15004	Primary Absolute	SA	12 weeks Nov-April
FWASIR15005	Primary Absolute	Southern WA	14 weeks Nov-April
FWASIR15006	Secondary or ECWN Absolute or Partial	Not specified	12 weeks if activated Nov-April

- b. These defined Services are not necessarily “hard and fast” but are a convenient way to explain requirements, and to provide a basis for Proposers to structure a response to this RFP.
- c. The Services listed above may be varied or re-defined after analysis of any responses received. To explain this further, the following examples are useful:
- i. The delineation between the Services is based on some assumptions about coverage, availability, productivity and the base locations of Platform Aircraft. For example it is conceivable that a solution offering higher productivity (due to the use of a very fast Aircraft, or a very wide field-of-view) could result in the merging of Services. Similarly, the availability of solutions with lower relative productivity that also offer very good value-for-money could result in the creation of extra Services.
 - ii. Service FWASIR15003 is essentially intended to provide surge or backup capacity during times of high demand. It is conceivable, however, that given the right combination of capabilities and value-for-

money provided by other Services that FWASIR15003 may not be separately required.

- iii. Available funds may result in changes to Services, or may limit the number of Services that will proceed to Contract.

2.2. General service requirements

- a. Proposers should refer to the Specimen Contract for general terms and conditions that apply in NAFC contracts.
- b. Except where specifically noted otherwise, for the purposes of this RFP, each Service will be assumed to comprise, as a minimum:
 - i. an Aircraft, as a remote sensing platform; and
 - ii. sensor(s); and
 - iii. image processing (airborne and/or ground based), as required to produce the required data and information products; and
 - iv. air to ground data communications as required to deliver the required data, metadata and information products to the ground; and
 - v. data communications as required to deliver the required data, metadata and information products into Members' information systems, or directly to users where applicable; and
 - vi. support capabilities, including mission request and mission planning systems.
- c. Each Service will require the Contractor to:
 - i. ensure that the complete Service is ready and 'standing-by' to respond to fire incidents, emergency operations and other activities, when required by a Member; and
 - ii. respond when requested within the specified Dispatch Response Period timeframes; and
 - iii. carry out the tasks required in accordance with specified standards and protocols; and
 - iv. provide the specified products; and
 - v. maintain the preparedness to respond throughout each Service Period.
- d. Services will have to be provided under adverse conditions and in an emergency service environment that demands very high standards.
- e. Performance of the Contract may require aircraft to operate in relatively high atmospheric temperatures, in turbulent conditions, and in known icing.
- f. The Services may be required to be delivered in remote locations.

- g. The Services will require Contactors to ensure that any aircraft used in the performance of the Contract are well maintained and are properly crewed, and supported and managed by highly professional, skilled and motivated Personnel.
- h. The Services require that all organisations involved in the provision of the Services are highly capable, highly professional and resilient to unplanned events and interruptions to business continuity.

2.3. Contract Periods and Service Periods

- a. The **Contract Period** is the total period of time that there is a Contract between NAFC and the Contractor, including any extensions to the Contract Period.
- b. The actual Services, however, are only required to be provided during a **Service Period**. The Service Period is a defined minimum length (see Table 1) and may be extended. Normally there will be only one Service Period, for each Service, for each year of the Contract Period. Service Periods will normally coincide with that year's bushfire season in the Principal Service Area.
- c. During the Service Period the Aircraft will normally be based at the Nominated Operational Base specified in the Contract, unless otherwise agreed.
- d. It is envisaged that the Contract Period for the Services will be "3+1+1"; that is, for three years (2015-2016, 2016-2017 and 2017-2018) and if the Contract Period is extended for 2018-2019 and 2019-2020. As NAFC is undertaking a longer term process of aligning Contract Periods for aviation related services, it cannot be assumed that the optional extension years will be exercised.
- e. The commencement date for each Service Period will be notified in advance to each Contractor in accordance with the **Notice Period**.
- f. Where a single Contract requires a Contractor to provide more than one Service, the Service Periods and Notice Periods will be separately defined for each Service.
- g. NAFC and its Members are interested in having reliable access to ASIR capabilities outside the defined Service Periods, whilst acknowledging that such access may involve lower levels of availability or may require certain lead times. Availability of Services during the "shoulder season" – i.e. immediately before and after the bushfire season – is of particular interest. Proposals should include clear information regarding the availability of Services outside of the Service Periods. For the purposes of evaluation of proposals, availability of Services outside of the defined Service Periods is *preferred*.
- h. Most, if not all, Services that are subject of this RFP will be provided through NAFC **Primary Contracts**. Primary Contracts require that the Contractor provide the Service for at least one Service Period for each year of the Contract Period.
- i. It is conceivable that NAFC could enter into a **Secondary Contract** for some Services. This would be considered for Services that were regarded as providing surge capacity or additional capacity. For Secondary Contracts:
 - i. the occurrence of a Service Period is not guaranteed in any given year of the Contract Period. Service Periods for Secondary Contracts are normally only activated for those seasons where the bushfire or other emergency risk indicates that additional Services are required;

- ii. if a Service Period is activated, it will be of the contracted minimum length (usually 84 days) unless otherwise agreed with the Contractor;
 - iii. it is possible, even likely, that no Service Period will occur during the Contract Period; and
 - iv. in most situations, the Contractor is contractually obliged to provide the Service if a Service Period is activated in accordance with the advance notice (Notice Period) specified in the Contract. The offset for this obligation is that holders of Secondary Contracts will be prioritised when a NAFC Member is seeking to engage additional resources for a season.
- j. It is also conceivable that some backup or surge ASIR capability could be provided on a **Call-When-Needed** (CWN) or **Enhanced-Call-When-Needed** (ECWN) basis. In these situations:
- i. CWN Services are activated on an as-required basis. CWN is essentially ad-hoc, short-term engagement of Services at pre-agreed terms and conditions and prices;
 - ii. for most CWN Services, there is no specific obligation for the Contractor to accept a CWN engagement if it is offered; and
 - iii. under ECWN, the Service would still be engaged on an essentially ad-hoc, short-term basis, but subject to a formal Contract that requires the Contractor to ensure that the Aircraft are available to respond if notified within the predetermined Notice Period. The Contractor is expected to accept an offer of work, if the offer is made in accordance with the terms of the Contract.
- k. If a Proposer is not in a position to propose compliant Services on a Primary Contract basis, it is recommended that a proposal still be submitted for consideration and evaluation for possible Secondary Contract, or ECWN or CWN engagement.
- l. Similarly, Proposers proposing fully compliant Services for Primary Services may also propose other Services on a Secondary Contract, ECWN or CWN basis.

2.4. Availability levels

- a. For most Services, **Absolute Availability** is required. Absolute Availability requires that the Aircraft used to supply the Services is airborne within a specified elapsed time following a notification of a requirement. This effectively means that the Aircraft is exclusively committed to the provision of that Service during each Service Period, including any extensions to a Service Period. This level of availability may be likened to contracts that are known as “Exclusive Use” in some other countries.

The elapsed time between notification of a task or requirement for a product and the respective aircraft being airborne is being referred to in this RFP as a **Dispatch Response Period**. For Absolute Availability Services under this RFP, the Dispatch Response Periods are:

- i. during Daylight: 30 minutes, which may be reduced to a shorter period when a relatively high risk of emergency prevails; and

- ii. outside of Daylight: 120 minutes, which may be reduced to a shorter period when a relatively high risk of emergency prevails.

Note that these Dispatch Response Periods are different from those specified in other NAFC Absolute Availability Aerial Firefighting contracts.

- b. NAFC Contracts do not provide for periodic or rostered days off for the Service – the Contractor must have sufficient Personnel available to maintain readiness and to operate each Service for seven days per week during the Service Period. On most days, however, the Daylight 30 minute Dispatch Response Period is relaxed to apply only during an 8 hour window (normally 1000-1800, Summer time, where applicable).
- c. The terms and conditions of the Contract also effectively mean that the Contractor must have the capacity to conduct aircraft maintenance on a programmed, rolling basis and at night. However, during most Service Periods the Member will normally be in a position to relax availability requirements, by arrangement, on selected days of lower risk to allow for planned aircraft maintenance.
- d. For some of the Services in this RFP, **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. The days that the Service is required are normally days that are predicted to have relatively high risk of an emergency occurring, or days where there is a high level of emergency activity. A requirement to provide the Service on a particular day may involve standing by for a Dispatch Response Period of 30 minutes, or may involve actual operations, and is normally referred to as “**Commitment**”.
- e. Partial Availability may allow a Contractor some flexibility with crewing or to undertake other work with the Aircraft or Personnel on days of relatively low emergency risk. A typical Partial Availability Contract for Aircraft used for firebombing, for example, would see the Contractor being notified of a Commitment requirement four to six hours in advance (or “the evening before”). For ASIR Services the notice required may be longer.
- f. For Service FWASIR15003, NAFC is prepared to consider proposals that provide for up to seven days’ notice of a requirement for Commitment status. Proposers interested in supplying this Service must specify the amount of notice they would require to move to Commitment status. In general terms, shorter periods are *preferred*, but this may vary, depending on pricing.

2.5. Notice Periods

- a. For all Services a Notice Period (the time between notification to the Contractor and the commencement of a Service Period) will be specified in the Contract. Proposers must specify in their submission for each Service, their preferred Notice Period (in the ‘Services - Narrative’ response form). It is advised that Proposers put forward the shortest Notice Period that they are realistically capable of meeting. In any case Notice Periods should not normally be less than 7 days or greater than 56 days.
- b. Shorter Notice Periods are *strongly preferred* (i.e. if a Proposer can specify a relatively short Notice Period for any Service then this will be treated favourably in the evaluation).

- c. NAFC will give consideration to including additional constraints or parameters around Notice Periods if that will assist in providing shorter Notice Periods. (e.g. a proposal may specify 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.

2.6. Nominated Operational Bases

- a. Normally, NAFC Contracts will specify where a Service must be based during any Service Period – the Nominated Operational Base (**NOB**). For the purposes of the RFP it will be assumed that the NOB is the location at which the Aircraft that is being used to supply the Services is based, unless a proposal advises otherwise.
- b. Proposers should assume that, for each defined Service, it is preferred that the NOB is within or near the Principal Service Area for that Service as set out in Table 1. NAFC may consider NOBs outside the Principal Service Area if the Aircraft has relatively fast “dash” (ferry) speeds.
- c. For each Service that a Proposer is interested in supplying, the Proposer should specify the NOB from which the proposed Service(s) would be most efficiently based, and upon which the indicative pricing is determined.
- d. The Contractor is responsible for providing all facilities required to support the Service at the NOB.
- e. Proposers should note that any contracted Service would be part of a national arrangement. NAFC may require a Contractor to be temporarily based 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 and other emergency conditions. Where relocation is required, unless other specific provisions for relocation are contained in the Contract, the relevant Member would normally meet the Contractor’s reasonable additional out-of-pocket costs (i.e. costs incurred above those that apply to being based at the original NOB).

2.7. Category of aircraft operation, airworthiness and carriage of passengers

- a. It is *preferred* that any aircraft used to deliver the Services have a Standard (or higher) Certificate of Airworthiness. Where modifications to the aircraft are required to provide the Services and these modifications preclude a Standard Certificate of Airworthiness, a dual Certificate of Airworthiness is *preferred*.
- b. Irrespective of the Certificate of Airworthiness, any Aircraft used to provide the Services must be maintained as if it was providing a passenger carrying Charter¹ under the Instrument Flight Rules (**IFR**).
- c. Any Aircraft used to provide the Services must be operated, as far as practicable, as if it were providing a passenger carrying Charter.

¹ Australian civil aviation legislation and regulations (including definitions) around passenger carrying operations are likely to change in the near future. For the purposes of this Request for Proposals, ‘Charter’ means the rules applied are those applicable at the time 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).

- d. Where an operation is precluded by regulation or operational requirements from being actually conducted as Charter, the operation is exempt from complying with Charter standards and requirements only to the extent necessary to carry out the required operation.
- e. *[Preferred]* The holder of the AOC under which any Aircraft used to provide the Services is operated must have the necessary CASA authorisations to carry out a Charter operation with that Aircraft. Where this is not practicable it is *preferred* that the holder of the AOC have the necessary CASA authorisations to carry out a Charter operation in the same class of aircraft.
- f. Proposers for Services that require the carriage of persons other than Flight Crew (e.g. to operate on-board equipment) must provide a Passenger Carrying Capability (**PCC**) number as defined in NAFC Standard PR-003 for the Aircraft. The PCC must be calculated with the aircraft in remote sensing configuration.
- g. Proposers must also specify any limitations (e.g. insurance) that could impact on the ability to carry the maximum number of passengers possible in any Aircraft.

2.8. Fuel

Services that are the subject of this RFP must be provided on the basis of **Wet-B Hire**. Wet-B Hire means the Contractor is responsible for arranging and paying for fuel and all other consumables for the Aircraft. 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.

2.9. Multiple Services

- a. Proposers are advised to examine the Services outlined in the Table of Services carefully and, where practicable, identify synergies in providing more than one Service – ultimately resulting in improved service and/or lower Contract Prices.
- b. If there are benefits to NAFC and its Members to have a single Contractor provide multiple Services, but there is a potential conflict in the provision of the Services (e.g. a possibility of overlapping Service Periods for “dovetailed” Services) then NAFC will consider arranging the relevant Contract(s) to ensure that the benefits are realised and the necessary safeguards are provided to the Contractor.

2.10. Other Capabilities

- a. Proposers 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. other imaging systems, including Synthetic Aperture Radar; and
 - ii. data communication systems; and
 - iii. night vision or synthetic vision capability; and
 - iv. Remotely Piloted Aircraft with remote sensing capabilities.

3. Service specifications

3.1. Aircraft

- a. Proposers should refer to the Specimen Contract for information regarding general specifications for the Aircraft.
- b. The Aircraft must have appropriate flight and handling characteristics to safely and efficiently carry and operate the sensors, data processing and communications equipment.
- c. The Aircraft must have the speed, range and endurance characteristics to efficiently deliver the Services.
- d. The Aircraft must have performance characteristics appropriate to the sensor(s) (considering in particular the range of speeds and heights at which the sensor(s) operates effectively and efficiently).
- e. The Aircraft must be capable of operation under IFR, and must operate under IFR whenever practicable.
- f. The Aircraft must be equipped with an operational Traffic Collision Alerting and/or Avoidance System.
- g. [*Preferred*]. The Aircraft must be equipped with an operational Terrain Warning System.
- h. The Aircraft must be equipped for flight in known icing conditions.
- i. The Aircraft, as far as practicable, must be equipped to optimise availability to safely conduct missions in conditions typically encountered in emergency management operations. For example, certain types of weather avoidance equipment may permit safe operations in situations that would otherwise be precluded.
- j. The Aircraft must be equipped with a satellite telephone system, fully integrated with the Aircraft audio system and which provides reliable communication from the ground to the Aircraft across all of continental Australia at all flight levels.
- k. [*Preferred*] The Aircraft must be powered by gas turbine engines.
- l. For this RFP, NAFC will consider single-engined Aircraft, provided that they meet ASETPA/ASEA requirements specified by CASA. Proposers of single-engined aircraft must outline in detail how ASPETA/AESA requirements would be met in an emergency management environment which requires unscheduled flights at short notice.
- m. The Aircraft must provide an ergonomic and safe working environment.

3.2. Sensor

- a. The sensor sub-system **must** be capable of:
 - i. rapidly imaging large areas of terrain;
 - ii. imaging a fire and terrain through thick smoke;
 - iii. geographically locating fires;

- iv. detecting small fires;
- v. discriminating small fires from large areas of heated ground;
- vi. clearly discriminating small terrain features such as single lane vehicle tracks and small water courses;
- vii. operating day and night; and
- viii. operating in weather conditions typically encountered on days of extreme fire weather.

These requirements would normally require a sensor that utilises detectors sensitive to radiation emitted by a fire and background terrain, and operating at wavelengths such that the radiation passes readily through the atmosphere. Typically this has been achieved with dual, multi or hyper spectral sensors with at least one detector operating in the thermal infrared spectrum.

Detectors may require optimisation to enable imaging of fire areas and terrain without detector saturation over the fire area. It may be beneficial for a sensor to be able to produce data that shows temperature variations within a fire, as this can be used as an indicator of fire behaviour.

These requirements would normally require an instrument with a wide Field of View (FOV) to achieve the large area requirements, while retaining a small Instantaneous Field of View (IFOV) to discriminate small fires, single vehicle tracks and other terrain features. Previous systems used for this activity have had FOV up to 90deg and IFOV of 1.25mrad.

These requirements would normally require a high precision, high resolution position and attitude sensor capable of correcting any distortion from airframe motion in the image, and to allow the calculation of the coordinates of each pixel in the image. Previous systems have used a high quality integrated GNSS/INS and / or a 3-axis gyro stabilised platform.

These requirements would normally require an instrument that can operate at high altitude (typically up to 25,000 feet) in temperatures well below freezing after having been heat soaked at ground level in conditions of very low humidity, and then passing through areas of cloud and high humidity. Similarly the instrument would need to be capable of operating in high temperature, low humidity environments immediately after operating at high altitude.

3.3. Image processing

- a. The image processing sub-system **must** be capable of:
 - i. integrating sensor data and producing imagery geo-rectified to a specified coordinate system;
 - ii. producing imagery that can be overlaid with spatial data at a scale of 1:25,000 or better;
 - iii. producing geo-rectified imagery in near real time;
 - iv. producing imagery and other products in common standard formats;
 - v. separating fire information from background terrain information;
 - vi. displaying imagery to an on-board operator in real time; and
 - vii. storing all data and products in a removable storage medium on-board the aircraft.

Processed images should, as far as practicable be in geospatial industry standard formats and available for transmission in near real time (as a guide, less than 10 minutes from acquisition to transmission). Most Members' agencies are capable of receiving and processing ESRI ArcGIS compatible data.

The coordinate system specified would normally be MGA/GDA94. Geo-rectification must place each image pixel such that the image can be overlaid with agency spatial data at 1:25,000 scale with minimal misalignment between image and spatial data.

The processing system should also be capable of separating out fire information from terrain and other geographic features (e.g. differentiating thermal hotspot information from background terrain) and separately processing this data.

The processing system(s) may be entirely on-board the aircraft or partly ground based.

An in-aircraft display of acquired images must be available – where possible in-aircraft display images should be integrated with map and/or aircraft position data. This in-aircraft display must include sufficient information to provide overall situational awareness for personnel on-board the aircraft. The in-aircraft display does not necessarily have to include the display of geo-rectified imagery.

A removable storage system capable of automatically retaining all data acquired during several days of intensive missions should be available on-board the aircraft. This data should be readily transferable to external storage.

3.4. Ground based processing

Proposals may include ground based processing that either completes processing that commenced on-board the aircraft, or to produce derivative or enhanced products.

3.5. Products

- a. The service **must** provide:
 - i. Geo-rectified imagery, in common GIS industry standard formats, that clearly shows fire in relation to background terrain and geographical features;
- b. The service **may optionally** provide:
 - i. “quick look” imagery for rapid transmission;
 - ii. enhanced imagery that further discriminates fire related information from background terrain;
 - iii. imagery that clearly shows other emergency events in relation to background terrain and geographical features;
 - iv. other derivative or enhanced products;
 - v. vector data that represents fire and/or other features extracted from the raw image data;
 - vi. fire “hot spot” data;
 - vii. end-user map products in common formats (e.g. PDF, PNG);
 - viii. an end-user browser based mapping portal; and

- ix. an end-user application based display system (e.g. KML products in Google Earth).

These requirements follow on from the primary fire imaging requirement for this service, but allow for proposals that include enhanced fire imaging or mapping products or products that suit other purposes.

Digital data must be provided in a format that can be readily integrated into emergency services agency systems. Most agencies are currently operating some form of ESRI ArcGIS. End user products should be provided in a format that can be readily viewed on most PCs without additional software or setup.

The “quick look” imagery optional requirement is to allow a low bandwidth semi processed image to be sent down to the ground while a high quality image is being geo-rectified or otherwise processed and then queued for transmission. This would only be of benefit when the time taken to process and transmit high quality geo-rectified imagery would delay the receipt of these images.

The ability to image other emergency events will add value to a proposal. Previously these Services have been used to image floods, oil spills and algae blooms.

The optional end-user product requirements allow for proposals that include further processing of geo-rectified images into map products, or display of images on web browser based mapping systems, or integration of the images into an application such as Google Earth.

The derivative, “hot spot”, and vector products allow for proposals that include the processing and analysis of imagery to extract features such as fire boundaries, “hot spots” etc.

3.6. Data communications

- a. The data communications sub-system **must** be capable of:
 - i. reliably delivering images and map data to users without undue transmission delay;
 - ii. delivering data in common GIS data formats via common internet transfer mechanisms;
 - iii. delivering data via a transmission system that is unlikely to be compromised by the emergency being imaged;
 - iv. delivering data in such a way that is unlikely to be compromised by temporary outages at the recipient end;
 - v. delivering data from any area of Australia; and
 - vi. connecting to internet based information systems.

These requirements would normally require a high bandwidth airborne satellite data system to achieve the reliability and coverage requirements. This could be supplemented with secondary terrestrial data links such as mobile telephone and or long range Ethernet radios. Previous data communications systems have included Inmarsat BGAN, Freewave FGR, and Telstra Next G systems.

As the Service is required to operate in remote locations with little notice, including up to 20nm, off-shore, terrestrial data communications systems are not normally sufficient. However a data communication system that includes both satellite and terrestrial modes may offer redundancy in the event of failure and economy in data transmission charges. Previous data communications systems have also included short range wi-fi communications at the Nominated Operation Base to facilitate pre and post mission activities such as briefing and backup.

The requirement to have connectivity to internet systems is to facilitate an on-board system operator or Flight Crew receiving data and information pertaining to the mission including fire, weather and tasking information.

3.7. Data and product distribution

- a. The service **must** provide:
 - i. delivery of data, images and other information from the aircraft to agency systems (potentially via ground based distribution systems);
 - ii. delivery of data via data transfer mechanism(s) that includes confirmation the data has been received;
 - iii. delivery of data via data transfer mechanism(s) that retry and complete interrupted data transfers;
 - iv. archiving of all data collected;
 - v. [*Preferred*] delivery of data via an online data distribution warehouse; and
 - vi. [*Preferred*] notification to the agency requestor that the data and or products are available.
- b. The service **may optionally** provide:
 - i. an end user web portal for browsing and downloading data.

These requirements prefer data distribution systems where the data flows from the aircraft to an internet based repository or warehouse and from there on to the relevant Member agencies or end users. This design avoids the limitation of point to point and/or stateless distribution mechanisms such as email where there is no confirmation that a data transfer was successfully completed and where users who are not on the distribution list cannot immediately access the data.

Each individual Service would normally be managed in the first instance by one NAFC Member. It would be expected that the Contractor would work with that Member to develop an acceptable primary data transfer mechanism. It would also be expected that the Contractor has the ability to also transfer data to users in other jurisdictions in the event that the Service is required to operate interstate or for other agencies.

Previous systems have used intelligent data transfer mechanisms with built in error handling, restart, recovery, confirmation, and priority queuing based on technology such as Microsoft Background Intelligent Transfer Service.

3.8. Mission support capabilities

- a. The service **must** provide:
 - i. a mechanism for receiving requests for products or missions; and
 - ii. a mechanism for managing missions to ensure that objectives are achieved.
- b. The service **may optionally** provide:
 - i. an on-line mission request system; and
 - ii. integration of mission planning with aircraft systems to provide flight line guidance.

Proposals must include capabilities that support a product request or mission request, and mission management processes. These may be achieved in a number of ways including an on-line mission request system. The method proposed must efficiently enable the transfer of a request from the Member to the Contractor and on to the Flight Crew without undue delay or risk of transcription error.

Integration of mission request systems into flight line planning and on-board flight guidance may add value to proposals as these systems should optimise efficient use of the Aircraft.

3.9. Productivity and flexibility

- a. The combination of Aircraft, sensor and other sub-systems **must** provide productivity and flexibility when:
 - i. the area to be imaged is beneath cloud;
 - ii. the weather conditions are those typically encountered during periods of extreme fire danger and in other emergencies;
 - iii. the area to be imaged is distant from the aircraft Nominated Operational Base;
 - iv. a large area is to be imaged;
 - v. multiple, geographically dispersed, areas are to be imaged; and
 - vi. imaging is requested day or night.

The combination of aircraft performance (speed, altitude and endurance) along with sensor specifications will govern the productivity and flexibility of the Service.

The 'large area' productivity requirement is to enable the Service to rapidly image either a large fire or a large area with multiple small fires. Large fires may require imaging of tens of thousands of hectares in a single sortie. Geographically dispersed areas may require that the Service cover hundreds of nautical miles between imaging areas in a single sortie.

A narrow field of view sensor on a relatively slow aircraft would be unlikely to meet the requirements for these Services.

Systems previously used have had the ability to produce swath widths of greater than 5km while retaining a pixel size suitable for discerning vehicle tracks and other geographic features.

Aircraft previously used have been able to fly at an altitude with enough height above ground to achieve the required image swath width (generally above 20,000 feet AMSL in higher elevation terrain) and enough ground speed to rapidly cover large areas (generally greater than 250kts).

The ability to operate under cloud is a critical factor in some circumstances as post frontal cloud may cover major fires for days at a time. In these circumstances the ability for a Service to pass through cloud enroute (under the IFR) and then operate under cloud layers (in VMC) before safely returning to base is critical for productivity and flexibility.

3.10. Ancillary systems

- a. The service **may optionally** provide:
 - i. a system for measuring and recording ambient atmospheric conditions and transmitting meteorological data to selected ground stations.

Other ancillary systems may be proposed.

4. Special considerations

4.1. Member supplied equipment

- a. Some Members may be in a position to make available sensor equipment for use by a Contractor in either Turnkey or Product service delivery models.
- b. Sensor equipment **potentially** available comprises two (2) airborne line scanners based on the Daedalus 1260/1268 Airborne Thematic Mapper, but modernised and modified. This equipment includes:
 - i. 2 x scan head with split optical path (dual detector);
 - ii. 2 x custom built (after-market) multi-channel digitiser;
 - iii. 2 x CMIGITS-III IMU/GPS
 - iv. 2 x custom PC based image processing hardware and software;
 - v. 1 x IR detector (8 -12um);
 - vi. 1 x IR detector (3-5um);
 - vii. 1 x Sandwich IR detector (3-5um and 8 -12um);
 - viii. 1 x 12 band spectrometer (visual); and
 - ix. 2 x BGAN aeronautical satellite terminals.
- c. Proposers should note that the IR detectors in this equipment are cooled by liquid nitrogen. A Contractor utilising this equipment would be required to supply and handle liquid nitrogen including on-board the Aircraft.
- d. If Member supplied equipment is utilised by a Contractor, the following conditions will apply:
 - i. the Contractor will be required to lease the equipment from the Member. For the purposes of this RFP, Proposers may assume a “peppercorn” rental will apply;
 - ii. the equipment will be placed in the care, custody and control of the Contractor;
 - iii. the Contractor will be responsible for storing, insuring and maintaining the equipment in good condition;
 - iv. the Contractor will be responsible for operating the equipment;
 - v. the Contractor will be responsible for installing the equipment in the Contractor’s Platform Aircraft, including all necessary engineering works, racking and mounting;
 - vi. the Contractor will be responsible for obtaining all required aviation engineering approvals and authorisations to install and operate the equipment in the Contractor’s aircraft; and
 - vii. the Contract may include additional, negotiated conditions regarding upgrading the equipment.
- e. Proposers should note the need to ensure that this equipment is matched to an Aircraft with performance characteristics appropriate to the sensors, in order to optimise productivity. (For example, the Aircraft must be capable of speed/height

combinations that provide optimum ground coverage whilst minimising the possibility of over-scanning or under-scanning.)

- f. If the Member supplied equipment is utilised by a Contractor to deliver the Services it is preferred that a single Contractor lease the equipment (i.e. rather than dividing the available equipment between multiple Contractors); however alternative proposals will be considered.
- g. Proposers opting to use Member supplied equipment, must detail in their proposal:
 - i. previous experience in operating and maintaining similar equipment; and
 - ii. skills and qualifications of Personnel which will maintain the equipment; and
 - iii. facilities that will be used to maintain and store the equipment; and
 - iv. proposed equipment maintenance plans and schedules; and
 - v. plans to upgrade or improve the equipment; and
 - vi. any requirements or conditions that the Proposer may propose around leasing the equipment from the Member.

4.2. Platform service delivery models

- a. As noted above, NAFC and Members have a preference for Turnkey or Product service delivery models for the provision of the Services described in this RFP.
- b. This RFP is however prepared to consider Platform service delivery models for a limited number of Services.
- c. Platform service delivery models will only be considered if they offer advantages in cost effectiveness compared to other models.
- d. Platform service delivery models may be considered for a part of the Contract Period as a component of a phase-in approach to other service delivery models – (refer to Section 4.3 below)
- e. Platform service delivery models will only be considered for:
 - i. either Service FWASIR15001 or FWASIR15002 (i.e not both) and/or
 - ii. FWASIR15003.
- f. It may be possible for the Member to supply some data communications equipment and bandwidth by negotiation with a Proposer. However proposals for Platform service delivery models should include provision of air to ground data communications in the solution(s) proposed.

4.3. Phase in

- a. As noted above, NAFC envisages that Services that result from this RFP will be implemented for the 2015-16 Service Period (i.e. the 2015-16 bushfire season in southern Australia) and onwards.
- b. NAFC is however prepared to consider phase-in approaches where the solution for a particular Service is implemented for the 2016-17 Service Period and onwards.

- c. Phase-in approaches will only be considered where the particular solution offered will provide significant advantages in efficacy or in value-for-money but could not practically be implemented until the 2016-17 bushfire season.
- d. Where a phase-in approach is proposed it is *preferred* that the Proposer also offer a suitable interim approach for the 2015-16 Service Period.
- e. A phase in approach could be considered as part of a multiple Service Contract. For example, a single Contractor might provide one Service from 2015-16 and a second Service from 2016-17 (possibly with an interim approach to the second Service for 2015-16).
- f. Phase-in approaches will only be considered for a small number of Services in total.
- g. Proposals that include phase-in approaches must provide full details, including:
 - i. reasons for proposing a phase-in approach; and
 - ii. advantages to NAFC and Members of a phase-in approach; and
 - iii. timelines and milestones for implementing the proposed approach; and
 - iv. the Services to which it is proposed a phase-in approach would apply; and
 - v. proposed interim solution(s).

4.4. Service FWASIR15004

- a. It is envisaged that Service FWASIR15004 may operate partly at a tactical level, as well as gathering strategic intelligence.
- b. For Service FWASIR15004 an Aircraft and sensor combination that can operate satisfactorily at both a strategic level and a tactical level will be considered favourably in the evaluation process. To explain this further:
 - i. an ability to provide oblique images (if not fully geo-rectified, at least with contextual metadata) in addition to geo-rectified, downward looking images will be given higher weighting for this Service;
 - ii. an ability to “stream” visual and IR images (video or sequential still images) in near real time will be given a higher weighting for this Service;
 - iii. imager field-of-view will be given a lower weighting for this Service - to this extent a capable, gimbaled, optically stabilised imager may be an acceptable alternative to downward looking, wide-field-of-view sensor. Note that in respect of such sensors:
 - A. images must be acquired in at least one thermal infrared band and in the visible spectrum;
 - B. the imaging device must be specifically tuned to image bushfires, in order to reduce the possibility of detector saturation and image artefacts;
 - C. there is a preference for video to be fully digital from the sensor, as this has been found to improve flexibility of processing and integration; and

- D. images must contain or include sufficient metadata to geo-locate the image and determine the aspect of the image. Ideally any images, video or still, will be able to be fully geo-rectified.

4.5. Multiple services

- a. Proposers who are interested in supplying multiple Services are encouraged to offer a range of options that would allow NAFC to fully realise the benefits and efficiencies flowing from a Contractor providing multiple Services.
- b. For example only, a proposal covering the provision of multiple Services could consider offering:
 - i. the provision of one or a number of Services at nil or reduced Standing Charges (e.g. a Contractor providing two Services may be in a position to provide a third Service – which could be a Partial Availability Service - at nil Standing Charge); and/or
 - ii. year-round availability of a Service (possibly at appropriately reduced levels of availability); and/or
 - iii. reduced Contract Prices.

4.6. Ownership of data and products

- a. Proposers should note that irrespective of the service delivery model adopted, it is envisaged that all data, metadata, images, products and derivative products that are generated in the course of supplying the Services will remain the property of NAFC and the respective Member.
- b. NAFC will however consider alternative proposals for ownership. A proposal for an alternative approach to ownership of data and products must clearly detail:
 - i. the reasons for proposing the alternative approach; and
 - ii. the advantages to NAFC and Members of the proposed approach.

5. Proposals

5.1. Structuring proposals

- a. The response forms (see Part D of this RFP) provide a basis for structuring proposals.
- b. NAFC acknowledges that the number of variables in how the required Services could be provided may create some difficulty structuring a response to this RFP.
- c. It is suggested that, as a starting point, Proposers assume that each Service is to be provided through a Turnkey service delivery model. Other approaches, such as Platform or Product Service delivery models may then be offered (where relevant) as alternatives to the Turnkey model.
- d. To be clear, however, this RFP does not require Proposers to offer a Turnkey model for all Services, and where Proposers are not in a position to offer Turnkey models, it is acceptable to offer other models.

- e. Where a proposal envisages using Member supplied equipment this could be offered as an alternative to a Turnkey or Product service delivery model proposal that does not utilise the Member supplied equipment.
- f. NAFC encourages Proposers to submit various options for the provision of the Services.

5.2. Pricing

- a. Proposals are required to provide indicative pricing for each Service that the Proposer is interested in supplying.
- b. Pricing information will be treated as commercial-in-confidence by NAFC and its Members, to the extent permitted by law.
- c. NAFC acknowledges the difficulty of providing accurate pricing in an RFP process. If any proposal is selected to be further progressed, there will be an opportunity to refine pricing before procurement is completed. However, in that instance Proposers will need to justify in detail any significant departures from the pricing provided at the Initial Proposals Stage of the RFP. Failure to provide satisfactory justification when requested may result in exclusion from the process at that time.
- d. For each Service proposed, a Proposer could potentially provide pricing based on:
 - i. Product service delivery model; and/or
 - ii. Turnkey service delivery model; and/or
 - iii. Product service delivery model using Member supplied equipment; and/or
 - iv. Turnkey service delivery model using Member supplied equipment; and/or
 - v. Platform service delivery model (keeping in mind that this model may only be applied to a limited number of Services in total).
- e. Where a Proposer intends to supply multiple Services, the pricing and other benefits must be clearly described.
- f. Pricing must be provided for “Year 1”. For the purposes of this RFP, Proposers should assume Year 1 is the 2015-16 Service Period i.e. the 2015-16 bushfire season in southern Australia.
- g. Proposals must clearly describe the proposed price escalation (Rise and Fall) mechanism for the Contract Period. Possible mechanisms include:
 - i. nil escalation [*Strongly preferred*]; or
 - ii. nil escalation for Year 2 and 3, then CPI-based escalation (from Year 3) for Years 4 and 5 if the Contract Period is extended; or
 - iii. CPI-based escalation for Year 2 and onwards; or
 - iv. fixed percentage escalation for Year 2 and onwards.
- h. Where CPI or a fixed percentage is used as the basis of an escalation mechanism, proposals must clearly specify the component and proportion of the Contract Price to which the CPI or percentage escalation applies.

- i. Where Turnkey or Platform service delivery models are proposed, it is suggested that pricing be submitted on the basis of Standing Charges per day plus Operating Charges per hour of operation. If desired, Proposers may also propose alternative pricing models.
- j. For Partial Availability Services there will be a number of possibilities for structuring prices. One approach could be to apply a Standing Charge only to those days where the Service, 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 Service is then activated or required to be on standby.
- k. For a Proposer intending to supply multiple Services, a possible approach for pricing Partial Availability Services is to amortise any Standing Charges in the price for other Services supplied. For example only a Proposer could offer to supply a Partial Availability Service at nil Standing Charges (Commitment and Operating Charges might still apply) provided that Proposer was contracted to supply at least one other Service.
- l. For Primary Contracts, any mobilisation and demobilisation charges/costs should be amortised in (i.e. included within) the Standing Charges and/or Operating Charges.
- m. Proposers are encouraged to submit 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).
- n. Where proposed Operating Charges are based on the operation of the Aircraft used to supply the Services, then Operating Charges must be measured from the start of each take-off run to the end of each landing run for any authorised sortie. (This is intended to facilitate the use of planned automated accounting systems, including recipient generated tax invoices.)
- o. NAFC has a standard model in the Specimen Contract for varying Operating Charges with aviation fuel price variations. Where proposed Operating Charges are based on the operation of the Aircraft, Proposers may elect to apply this model.
- p. Although a standard Exchange Rate Variation model is provided in the Specimen Contract, it is *preferred* that exchange rate variations not apply to Services that are the subject of the RFP. In any case a Contractor is required to take reasonable steps to ensure protection of Contract Prices from general fluctuations in the value of the Australian Dollar.
- q. All prices submitted are required to be quoted on a GST exclusive (i.e. “plus GST”) basis, except for any aviation fuel price that may be nominated as a basis for the Operating Charge variation, if applicable.
- r. Pricing must be in Australian Dollars.
- s. The attention of Proposers is drawn to the other full-service pricing inclusions and exclusions at clause 9.2 of the Specimen Contract.

- t. Proposers may suggest pricing structures that are different from those outlined above. It is recommended however that any proposed pricing structures that substantially differ from the guidance provided above are submitted as optional alternatives alongside a generally compliant pricing proposal.
- u. Proposers are advised that the pricing information submitted in proposals will be made available to Members as required to undertake the evaluation process.
- v. Proposers are advised that the total value of any contract ultimately entered into may be published in accordance with the procurement requirements of Members.
- w. Where a proposal includes provision of other capabilities (refer to Section 2.10 of Part C), the proposal must be clear as to whether the capability is included in the Contract Price, or is available at an extra cost.
- x. Proposers are also encouraged to propose appropriate payment settlement discounts for example discounts offered for invoices paid within a specified timeframe.

5.3. Reliance on NAFC or Member

- a. Where a proposal intends to rely on access to material, services or intellectual property obtained from NAFC or a Member in order to deliver the required Services or products, this must be fully detailed in the proposal.
- b. Examples of material, services or intellectual property that could potentially be provided by NAFC or a Member include, but are not limited to:
 - i. Digital Terrain Models (to support geo-referencing); and/or
 - ii. digital geographic information (e.g. map layers); and/or
 - iii. communications spectrum licences; and/or
 - iv. Member supplied equipment.

PART D: RFP RESPONSE

This Part D outlines the information to be included in your response to this Request for Proposals. To assist with planning a response, it reproduces the headings and questions from the various 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 easy reference only. Please use the actual forms in the NAFC Electronic Tender Portal when actually submitting a proposal.

1. ORGANISATION INFORMATION

Complete the Organisation Information form.

2. DECLARATIONS

Authorised Person

In submitting this proposal, 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 proposal. 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.

Proposal Participation Terms and Conditions

I have read and understood the Request For Proposals, Part B, Terms and Conditions of Proposals and confirm the Proposer will comply with the RFP Part B. 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. Proposers risk having their response set aside if NAFC considers any qualification or reservation of rights in relation to the standards or terms of proposals to be unacceptable or unmanageable.

Conflict of Interest

In submitting this proposal the organisation has identified that no conflict of interest or perceived conflict of interest could arise if their proposal 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.

Guarantee

Where a Proposer is a subsidiary company or proposes to contract as a trustee, the Proposer will ensure a guarantee or indemnity is given by the parent company in respect of Proposer'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. PROPOSAL SUMMARY

Provide a summary of the total benefits of your proposal. Summarise the capacity and capability of your organisation based on information provided in all other sections of the proposal. Present the benefits of the proposal from technical and operational perspectives.

Include a very brief summary, preferably in table form, of which Services you are proposing to supply and the key characteristics (such as type of Aircraft and sensor) of your proposed solution for each Service.

4. ORGANISATION

Company Structure and Ownership

Provide information relating to the company structure and ownership of the organisation proposing to deliver the Services.

Company History and Industry Experience

Provide a short history of the organisation and its experience in the provision of airborne remote sensing or other relevant services, particularly in an emergency management environment.

Key Staff – Management and Operational

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

Organisational Capacity and Capability

Provide information on the capacity and capability of the organisation to deliver the Services. Capacity includes total fleet and infrastructure managed; growth opportunities, specialisations, ability to provide redundancy capacity and additional capacity.

Innovation

Provide information on the research, development and innovation activities of the organisation, particularly as they relate to airborne remote sensing, fire management, emergency management and related operations.

Incidents, Accidents, Non-Compliance & Show Cause

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

5. MANAGEMENT SYSTEMS

Management Systems

Provide details of the management systems in place in the organisation including, but not necessarily limited to:

- quality management systems;
- safety management system;
- workplace occupational health & safety program and systems;
- risk management systems; and
- financial and records management systems.

Subcontractor and Partner Management

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

Flight Crew and Crewperson Management

Provide information relating to the management of Flight Crew and Crewpersons to be involved in delivery of the Services being proposed. 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 and Check and Training Systems).

Drug & Alcohol Management

Provide information regarding the organisation's drug and alcohol management policy and any drug and alcohol management plan and supporting strategies. Note that information is required regarding the whole organisation, including but not limited to aviation operations.

Check and Training System

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

- Basic Wildfire Awareness;
- Crew Resource Management (where required);
- Team Resource Management;
- Low level flight and obstacle avoidance (where required); and
- Recognition and recovery from unexpected low visibility situations.

6. INFRASTRUCTURE AND MAINTENANCE

Support Infrastructure

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

Maintenance Systems

Provide details of the systems of maintenance for any aircraft that it is proposed to be utilised. 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. SERVICES

7a Aircraft - Data

Complete the Aircraft – Data Form (follow the specific instructions on the form).

7b Aircraft - Narrative

Overview - Aircraft

Provide a brief narrative that gives an overview of the Aircraft put forward for the Services being proposed.

Avionics & Communications

Provide any additional narrative relating to the avionics and communications equipment to be utilised in the provision of the Services being proposed. This may include, amongst other things, radios, avionics, navigation, GPS, terrestrial and satellite telephony. 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 the remote sensing role the aircraft is proposed for.

Aircraft Modifications, Performance and Enhancements

Provide brief details of how the Proposer will appropriately modify the aircraft to deliver the Services and to optimise the performance of aircraft for remote-sensing operations. Include descriptions of weight reduction strategies and of any performance enhancing devices that may be fitted to the aircraft being proposed.

Global Positioning Systems

Provide details relating to the Global Positioning Systems (GPS) to be utilised by the pilot(s) of the aircraft being proposed. Specifically detail how the GPS systems proposed will benefit the pilot and other crew during remote sensing operations.

Tracking and Event Logging

Provide details relating to the tracking and event logging systems to be utilised in the Platform Aircraft, and any other support vehicle being submitted, including an outline of how the data will be delivered into AFAMS.

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 Proposer's approach to manual trend monitoring.

Passenger Carriage Capability Calculations

Where aircraft are proposed to be capable of carrying passengers, clearly set-out the calculations used to determine the Passenger Carrying Capacity (PCC) for each aircraft proposed.

Seating & Seatbelts

Provide information relating to the seating and seatbelt type and configuration to be fitted in the aircraft being proposed. 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.

Aircraft Fuel Capacity

Clearly set-out the calculations used to determine the aircraft fuel capacities and loads provided in the Aircraft Data Form. Include any details of alternative aircraft configurations that may increase or reduce fuel or load carrying capacity e.g. auxiliary fuel tanks.

Other Calculations or Analysis

Provide any other calculations or analysis which might be considered.

7c Systems - Narrative

Overview - Systems

Provide a brief narrative that gives an overview of the sensor, processing, data communications and other systems and sub-systems put forward for the Services being proposed.

Sensor

Provide comprehensive details of the proposed Sensor(s).

Image Processing

Provide comprehensive details of the proposed image processing system(s). Include detail of airborne and ground based image processing systems.

Products

Provide comprehensive details of the proposed product(s) to be produced.

Data Communications

Provide comprehensive details of the proposed data communications system(s).

Data and Product Distribution

Provide comprehensive details of the proposed data and product distribution system(s).

Mission Support Capabilities

Provide comprehensive details of the proposed mission support capabilities.

Productivity and Flexibility

Provide comprehensive details of how the proposed aircraft, sensor and other sub-systems combine to provide a flexible and productive Service.

Ancillary Systems

Provide comprehensive details of any proposed Ancillary system(s).

7d Services - Narrative

Overview – Service(s)

List the Service(s) you are proposing to supply. For each Service provide a narrative that details the combination of aircraft, sensors and other systems you propose to supply each of the listed Services.

Multiple Services

Identify and explain any situations where the Proposer considers that the provision of multiple Services or additional aircraft by the organisation will offer synergies and benefits.

Nominated Operational Base (NOB)

Provide any information relating to the Nominated Operational Base being proposed for each Service. Specifically detail any infrastructure available to support remote sensing operations.

Activation Systems

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

Notice Period

List proposed Notice Periods for each Service proposed. Provide any information regarding conditions relating to the proposed Notice Period(s). Clearly describe any date ranges where the Notice Period may be reduced or extended.

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 fire imaging during Spring and Autumn “shoulder” seasons, for other emergency operations and activities such as flood or storm relief, or for routine training, familiarisation exercises, and other emergency events throughout the year).

Support Vehicles

If proposing any support vehicles provide details relating to the support vehicles. Please indicate if any support vehicles proposed are to be included in the proposal or separately priced. Include any separate pricing in the pricing response form.

Additional Capabilities - General

Provide information on any other capabilities offered by the Proposer's organisation. This may include, amongst other things, other sensors, night vision or synthetic vision capabilities and RPAs.

8. Proposed Pricing

Provide comprehensive proposed pricing. If required, include alternative pricing scenarios or additional explanations of information regarding pricing.

9. COMPLIANCE

9a Departures

Insert into the Compliance - Departures form any relevant information where a Proposer either partially complies or cannot comply with a particular section of the RFP document or clause of the Specimen Contract including applicable Schedules.

9b Preferred and Optional

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

10. CERTIFICATIONS

Air Operator's Certificate

Provide details of any current Air Operator's Certificates (AOC) applicable to the Services being proposed or information pertaining to the Proposer's capacity to obtain the necessary AOC's for these Services. Electronic versions (e.g. PDF files) of actual AOC's may be uploaded to the NAFC Electronic Tender Portal.

Certificates of Airworthiness

Provide details of any current Certificates of Airworthiness applicable to the aircraft that are proposed to be used in delivery of the Services, or provide information pertaining to the organisation'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.

Supplemental Type Certificates (STC) and Engineering Approvals

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

Specific Approvals and Exemptions

Provide details of any relevant current legislative or regulatory approvals or exemptions held that are applicable to the Aircraft and Services being proposed or information pertaining to the Proposer's capacity to obtain the necessary approvals for these Services.