



REQUEST FOR PROPOSALS

LARGE AIRTANKER SERVICES

(‘RFP LAS 2013’)

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1. INTRODUCTION

1.1. Introduction

This Request for Proposals (**RFP**) seeks proposals from suitable organisations for the provision of the services of Large Fixed Wing Airtankers to support control of bushfires in Australia. Proposers will be highly capable organisations who may be invited to enter into contracts to provide specialised Large Airtanker Services for three years commencing in 2013 (for the 2013-14 fire season) with the possibility of optional extensions.

For this Request for Proposals, the term “Large Airtankers” refers collectively to Fixed Wing aircraft capable of delivering at least 5000 litres of Fire Suppressant or Fire Retardant to a bushfire in a single load. This includes, but is not limited to, categories of aircraft that may variously be known as Type 1 Airtankers, Type 2 Airtankers, Multi-Engine Airtankers and Very Large Airtankers. Self-filling, scooping or skimming fixed wing airtankers are also included.

This Request for Proposals for Large Airtanker Services includes the provision of associated Supervision Aircraft.

1.2. National Aerial Firefighting Centre

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

1.3. Request for Proposals

- a. NAFC now invites the submission of proposals for the provision of Large Airtanker Services as detailed in this Request for Proposals document and according to the terms and conditions of the Specimen Contract and the Large Airtanker Services Supplementary Contract Requirements document provided.
- b. The process is known as the Request for Proposals for Large Airtanker Services 2013 (**RFP LAS 2013**).
- c. This RFP process aims to survey and investigate the range of Large Airtanker Services potentially available to NAFC and its Members. It is important to note that at the time of publishing this RFP, neither NAFC nor its Members have specific funds allocated to proceed with procuring the services of Large Airtankers. If the evaluation of responses to this RFP indicates that some form of procurement of Large Airtanker Services may be desirable, then NAFC and the relevant Members will need to develop appropriate business cases and seek the necessary funding.
- d. This invitation commences 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 Member's requirements; however, it is planned that only those organisations submitting a proposal at this Initial Proposal Stage will be eligible to be invited to participate in any further stages.
- e. This Request for Proposals invites proposals to supply the Services of
 - One Large Airtanker; **plus**
 - One Supervision Aircraftor:
 - Two Large Airtankers; **plus**
 - One supervision aircraft.
- f. Proposers may submit more than one combination of aircraft in their proposal (e.g. involving different aircraft types) or may submit different options within the proposal; however any individual option submitted should be based on either one of the aircraft combinations above.
- g. 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 will vary from the Specimen Contract depending on the specific Service requirements. The Specimen Contract is a generic template used by NAFC for a range of different contracts. Additional contract requirements specific to Large Airtankers are highlighted in the accompanying Large Airtanker Services Supplementary Contract Requirements document.
- h. This Request for Proposals is running in parallel with two other separate NAFC procurement invitations:
 - i. an invitation to submit tenders for Aerial Firefighting Services (**ITT AFS 2013+**); and
 - ii. an invitation to submit a proposal for the provision of data integration services for the Australian Fire Aircraft Monitoring System (**AFAMS (CFS AFAMS 2013)**).

- i. Some of the documentation for this Request for Proposals process is shared with the parallel Invitation to Tender process. Where the words tender or tenderer appear in this, and supporting documents, these should be taken to mean proposal and proposer for the purposes of this Request for Proposals.
- j. This Request for Proposals does not bind NAFC or its Members to proceeding with the acquisition of any Aerial Firefighting Services.

1.4. 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 Request for Proposals or regarding the submission of a proposal, please refer to Section 6 of Part A of this RFP.

1.5. Reference Documents

- a. This Request for Proposals comprises a number of documents:
 - i. Request for Proposals for Large Airtanker Services 2013 (this document); and
 - ii. NAFC Specimen Contract, including Schedules; and
 - iii. Large Airtanker Services Supplementary Contract Requirements.
- b. In addition, this Request for Proposals makes reference to a number of other documents. All referenced documents listed below may be downloaded from NAFC's website:
 - NAFC Standard OPS-001 Approval of firebombing delivery systems
 - NAFC Standard PR-002 Categorisation of fixed wing aircraft used for firebombing operations
 - NAFC Standard PR-003 Definition of passenger carrying capability – firefighting aircraft;
- c. A document titled '*How to Respond to the Request for Proposals RFP LAS 2013 (How to Respond Guide)*'.
- d. In addition, a number of template documents (response forms) are provided for proposers to download complete, and submit as part of their proposal.

1.6. Definitions and Abbreviations

- a. For the purposes of this RFP where the term **Organisation** is used it means the entity or corporation responding to the request for proposal or the entity or corporation being proposed to provide the Services where appropriate. The terms entity and corporation are used in accordance with the *Corporations Act 2001 (Cth)*.
- b. The definitions and abbreviations in this RFP document are provided for easy reference. Formal definitions are provided in the Specimen Contract.

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

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

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

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

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

Airtanker for the purposes of this Request for Proposal see Large Airtanker.

Call When Needed (CWN) means the engagement of Aircraft 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.

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

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

Contractor means the organisation ultimately selected to provide the Service.

CPI means the Consumer Price Index in Australia.

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

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

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

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

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

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

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

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

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

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

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

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

FW means Fixed Wing aircraft.

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

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

Large Airtanker means, for the purposes of this Request for Proposals, a Fixed Wing Firebombing Aircraft capable of delivering at least 5000 litres of Fire Suppressant or Fire Retardant to a bushfire in a single load.

Large Airtanker Service means the services of a Large Airtanker, encompassing all things necessary to provide the Service.

Lead Plane means a Supervision Aircraft specifically required to lead Airtankers on Firebombing runs.

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 included the Australian Capital Territory, the Northern Territory,

the State of New South Wales, the State of Queensland, the State of South Australia, the State of Tasmania, the State of Victoria and the State of Western Australia.

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

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

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

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

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

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

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

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

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

RW means Rotary Wing aircraft.

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

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

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

Specimen Contract means the template Contract provided as part of the 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.

Supervision Aircraft see **Air Attack Supervision**

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

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

PART A: TERMS AND CONDITIONS OF PROPOSALS

1. INFORMATION FOR PROPOSERS

1.1. Context of this Request for Proposals

Proposers should specifically note the points below, however, proposers will also need to study the detail of all of the documentation very carefully when preparing a response.

1.2. Process and Plan

- a. The information in Part A of this RFP is provided to give proposers an indication 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 Request for Proposals.
- b. If this RFP process ultimately results in a requirement to enter into a contract; then NAFC's intention is to execute any contract before the commencement of the 2013-14 fire season in southern Australia. The southern fire season in Australia normally commences around November.

1.3. Differences from Previous Processes

- a. Some of the key differences in this process, compared to previous NAFC Requests for Proposals and Invitations to Tender for Aerial Firefighting Services, include:
 - i. the Specimen Contract has been substantially revised, including re-ordering, grouping and numbering of terms and conditions; and
 - ii. the AOC holder delivering the Service is now required to be a party to the Contract for that Service; and
 - iii. the Specimen Contract now includes specific provisions relating to subcontracting; and
 - iv. several different categories of refuelling requirements have now been defined (see Section 1.10 of Part B); and
 - v. there are various amended technical specifications for Aircraft and Services; and
 - vi. electronic tracking is now required for all aircraft; and
 - vii. event logging, with data transmission, is now required for most Firebombing aircraft; and
 - viii. seatbelts with upper body restraint are now required; and
 - ix. submission of proposals will be entirely in electronic form, using the NAFC Electronic Tender Portal (operated by Apet[®] 360Pro[™]); and
 - x. the response to the Request for Proposals no longer requires a complete Compliance Statement, where proposers are required to state the extent of their compliance with every clause of the Specimen Contract. Instead a statement indicating proposed contract departures must be completed.

1.4. Terminology

Members are gradually standardising contract and procurement terminology for Aerial Firefighting services across Australia. Accordingly there may be differences in

terminology used in this document compared to previous NAFC or state/territory procurement process documents.

1.5. Alternative Process

This Request for Proposals is aimed at securing Large Airtanker Services according to defined specifications. Single Engined Airtankers and Rotary Wing aircraft will not meet these specifications. As such, operators considering proposing appropriate aircraft in these categories should consider participating in the parallel ITT AFS 2013+.

2. REQUEST FOR PROPOSAL STAGES

2.1. General

This Request for Proposals has been planned to run in multiple stages where the initial stage requests information from providers about their capabilities, their aircraft and systems, and pricing. Subsequent to this, and dependant on the information obtained in the initial stage, NAFC will work with its Members to refine the need for Large Airtanker Services in Australia before potentially returning to shortlisted or selected providers for further information or negotiation. The stages are further outlined below.

2.2. Initial Proposals Stage

- a. The first stage of the Request for Proposals is the Initial Proposals Stage. Proposals submitted will be evaluated and shortlisted according to the specified criteria. It should be noted that:
 - 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. Subsequent stages will be designed according to the nature of proposals received at Initial Proposals Stage.
- c. It is intended that 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 that meet the needs of NAFC and its Members are received.

2.3. Subsequent Stage(s)

- a. The final outcomes of this RFP process will depend on the nature of the proposals submitted at the Initial Proposals Stage. There are a number of possible outcomes which include, but are not limited to:
 - i. no further action; or
 - ii. NAFC or NAFC Members may select, after evaluation of proposals, one or more organisations with which to further discuss and develop selected proposals; and/or
 - iii. the process may proceed to a tender stage for selected (shortlisted) proposals; and/or

- iv. information from an assessment of the proposals may be used to set specifications for any ensuring procurement (for example a separate tender process).

2.4. Contract Award

- a. Following the evaluation of proposals at either the Initial Proposal Stage or subsequent stages, decisions may be made on the awarding of contracts.
- b. The awarding of contracts will depend on the suitability and value-for-money of solutions offered, the requirements of NAFC and its Members, proposed prices and available funds.
- c. Any contract awarded subsequent to this RFP, may take various forms – for example resultant contracts may be Primary Contracts and/or Secondary Contracts and/or Enhanced Call When Needed Contracts.
- d. In any contract awarded subsequent to this RFP, the potential Contractor will be required to successfully complete audits and other pre-contract due diligence checks and participate in negotiations, prior to the execution of a contract.
- k. Any contract awarded subsequent to this RFP will be between the Contractor and NAFC. However, Large Airtanker Services procured through this RFP process, although contracted by NAFC, will be managed and supervised “on-the-ground” by the relevant Member.

3. EVALUATION CRITERIA

The evaluation and selection process aims to identify the proposals which best meet the needs of NAFC and its Members and will provide value-for-money. Criteria that will be used to evaluate proposals include, but are not limited to:

- i. the potential of the proposed capability to improve the effectiveness and efficiency of bushfire suppression operations; and
- ii. the competence and capability of the organisation to provide the required Service 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 to that described; and
- iii. the capacity and ability of the organisation to provide the appropriate Personnel, management structure, training and material resources needed to perform the Service; and
- iv. the adequacy and suitability of the proposed arrangements to supply the Service, including capability, performance and capacity of the aircraft, delivery system, equipment, maintenance, spares inventory, fuel and training services; and
- v. capacity and ability of the organisation to comply with a contract similar to the Specimen Contract (including the Large Airtanker Services Supplementary Contract Requirements); and
- vi. capacity and ability of the organisation to comply with the terms and conditions of the Specimen Contract and the Large Airtanker Services Supplementary Contract Requirements that are noted as “*preferred*” and “*strongly preferred*” and “*optional*”; and

- vii. the ability of the organisation to supply additional capabilities; and
- viii. total price and pricing arrangements; and
- ix. cost effectiveness and productivity of the proposed Service, including cost per litre of Fire Suppressant / Fire Retardant delivered; and
- x. the commercial viability and financial risk rating of the organisation.

4. CONTRACT

4.1. The Contract

- a. Any Large Airtanker Services provided will be in accordance with a contract based on the NAFC Specimen Contract and the Large Airtanker Services Supplementary Contract Requirements document.
- b. The contract that is executed between NAFC and any successful proposer will differ from the Specimen Contract. Any final contract for Large Airtanker Services will include a number of additional conditions to those in the Specimen Contract. These are indicated in the Large Airtanker Services Supplementary Contract Requirements document.
- c. No contract will exist between the parties until a formal written contract is executed between NAFC and a provider. Any representations made, by NAFC in this Request for Proposals will not be binding unless they are expressly incorporated into the formal written contract executed by the parties.

4.2. Contract Period

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 2013-2014.

4.3. Aircraft Utilisation

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

4.4. Air Operators Certificate Holder as Contractor

NAFC requires that the Services be provided by the holder of an appropriate Air Operator’s Certificate (**AOC**) and that the actual holder of the AOC under which the Services are provided must be a party to any contract with NAFC and is jointly and severally liable to ensure the provision of the Services.

4.5. Contracting with Overseas Operators

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

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

4.6. Contractor Performance Monitoring

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 provider 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 provider'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 provider.

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 the 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 date.
- 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 the 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 Aircraft 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 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 the due and proper performance of any contract arising from this RFP process.
- l. Proposers must ensure that their proposals include provision of all ancillaries, Flight Crew, Crewpersons, training, Refueller (where required), fuel, supervision, support, servicing, insurance, such as necessary to provide the specified Service.
- m. Proposers must ensure that their proposals include provision of the services of appropriate Supervision Aircraft.
- n. Proposers must ensure that their proposals include pricing for the 2013-14 season as described in RFP Part B section 6.
- o. Proposers accept that the provisions of any formal written contract subsequent to this process that may be executed between NAFC and any provider will differ from the Specimen Contract.
- p. 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.

- q. 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.
- r. Proposers accept that NAFC may request evidence regarding the financial status of the proposer and affiliated organisations including; Statement of Comprehensive Income (profit & loss) and Statement of Financial Position (balance sheet) for the companies for the last 3 years; financial referees, bankers and guarantors. Failure to comply with such a request may result in the proposal being disqualified.
- s. 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.
- t. Proposers not providing adequate information to enable a proposal to be properly evaluated may also be excluded from further consideration and NAFC will be under no obligation to seek further information from the proposer.
- u. 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 eliminate proposers from further participation in the process.
- v. Proposers accept that NAFC may request a comprehensive accident and incident report spanning several years together with details of preventative and remedial actions taken by the 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 the proposal being disqualified.
- w. 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.
- x. NAFC is not bound to shortlist, to select as successful or to accept any proposal.
- y. NAFC is not bound to shortlist, to select as successful or to accept the proposal submitting the lowest price.
- z. 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.
- aa. NAFC may in its absolute discretion, immediately disqualify a proposer that it believes has engaged in collusive practices.

- bb. A proposal will be deemed to be available for consideration by NAFC until such time as the proposer is formally notified 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.
- cc. 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

Proposers may submit options for one or more Large Airtanker Services (Airtankers and Supervision Aircraft) in a single proposal. The single proposal should include all of the Large Airtanker Services being proposed and all of the options proposed for each Service. Care should be taken to ensure that all the necessary information is provided in respect of each option proposed. Only one response is permitted for each proposer.

5.3. Demonstration Proposals

Where an Organisation wishes to demonstrate a capability to NAFC or its Members, it is expected that such demonstrations would be at the Organisation's own cost. Where capabilities are demonstrated by an Organisation, NAFC and its Members may still incur significant associated costs in undertaking evaluations and analysis. Should any organisation envisage conducting a trial or demonstration, it is recommended that the details be included in proposals provided in response to this RFP. This will enable NAFC and its Members to make informed decisions regarding the allocation of resources to trials and demonstrations

5.4. Specimen Contract Compliance

- a. A full compliance statement is NOT required for this Request for Proposals. Instead, for any proposed non-compliance or partial-compliance the proposer is asked to include the required information in the provided Contract Departures form.
- b. Where a proposer either partially complies or cannot comply with a particular relevant clause of the Specimen Contract or the Large Airtanker Services Supplementary Contract Requirements then proposers must include the relevant information in the Contract Departures form, including any proposed resolution or a description of any benefits of non-compliance or partial compliance.
- c. Except in the case of clauses identified as '*preferred*', '*strongly preferred*' or '*optional*', unless otherwise stated in the Contract Departures form it will be assumed that the proposer intends to comply with all applicable clauses of the Specimen Contract, and the Large Airtanker Services Supplementary Contract Requirements, including the applicable Schedules.
- d. Before completing the Contract Departures form please note the following:
 - i. proposers presenting a significant number of contract departures or who seek to significantly offset risk to NAFC will affect the result of their evaluation scoring; and
 - ii. proposers risk having their response set aside if NAFC considers proposed changes to the Specimen Contract or the Large Airtanker Services Supplementary Contract Requirements to be unacceptable or unmanageable; and

- iii. proposers should carefully consider the necessity of proposed contract amendments as these may affect the comparability of pricing; and
 - iv. proposers who indicate significant contract departures may also be asked to provide pricing with or without contract changes; and
 - v. unless otherwise clearly stated it will be assumed that the Contract Departures form submitted applies to all options proposed.
- e. For those relevant clauses and notes in 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 Contract Compliance – Preferred and Optional form is provided for this requirement.
- f. If proposers believe that they significantly exceed the requirements of any clause of the Specimen Contract then they should articulate this in the relevant section of their response.

5.5. Service Response

Proposers must clearly specify the manufacturer, make and model of aircraft that they propose to use to supply the Large Airtanker Service. It is intended that proposers invited to participate in subsequent stages will be limited to offering aircraft of the same make and model of aircraft proposed at the Initial Proposals Stage.

6. LODGEMENT OF PROPOSALS

6.1. Lodgement

- a. Proposals may only be lodged using the NAFC Electronic Tender Portal (**NETP**) operated by Apet® 360Pro™.
- b. Proposers will need to register on the NETP in order to lodge a proposal.
- c. Instructions on how to complete the response 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 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 responses will be required.
- e. Proposers will be able to load free form and visual content only in specified areas of the response forms.
- f. An outline of the required response can be found in Part C of this RFP document.
- g. Please note that proposers will require access to recent versions of Microsoft Word and Microsoft Excel, running under Microsoft Windows to complete the response forms.

6.2. Closing Time and Date

- a. The Request for Proposals closing time and date will be at:
13:00 Australian Eastern Daylight Time on **Wednesday 9 January 2013**
Proposals must be lodged by the closing time and date.
- b. Proposers will be able to amend proposals that have already been lodged as long as it is before the closing date.
- c. Proposers will **not** be able to submit a proposal after the closing date. Proposers should carefully allow for any contingencies when determining when to submit their proposals.

7. FURTHER INFORMATION

- a. Further enquiries regarding the content of this Request for Proposals and the Specimen Contract and the Large Airtanker Services Supplementary Contract Requirements should be directed to NAFC via email to tenders@nafc.org.au.
- b. The How to Respond Guide provides separate contact details for enquiries regarding the use of the NAFC Electronic Tender Portal.
- c. Other communications with NAFC personnel or with any consultants assisting NAFC, regarding the Request for Proposals process are not permitted.
- d. In most circumstances answers to any questions submitted regarding the 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 B: SERVICE REQUIREMENTS

1. SERVICE REQUIREMENTS / SPECIFICATIONS

1.1. General

- a. Proposals are invited for supply of Large Airtanker Services, including the services of Supervision Aircraft, as outlined in this document.
- b. This Request for Proposals is intended to identify and examine only Large Airtanker Services that:
 - i. are fully developed and are currently available; or
 - ii. are in development and will be available for fully operational implementation by 1 September 2013; and
 - iii. do not otherwise meet the requirements and specifications of NAFC's Invitation to Tender for Aerial Firefighting Services 2013 onwards (ITT AFS 2013+); and
 - iv. do meet the other requirements of this RFP, the Specimen Contract and the Large Airtanker Services Supplementary Contract Requirements.
- c. Organisations may propose the supply of any number of Large Airtanker Services (subject to the various conditions and considerations provided in this Request for Proposals).
- d. NAFC has a clear preference to source any aerial capabilities through turnkey service provision from suitably qualified and capable commercial service providers.
- e. The strongly preferred model requires contracted "full-service" operations – the arrangements must include provision of all ancillaries, pilots, crew, crew training, refueller, fuel, other consumables, supervision, support, maintenance, servicing, insurance etc. necessary to provide a Service.
- f. For clarity, "full-service" extends beyond the type of arrangements that are often referred to as "dry-lease", "wet-lease" or "ACMI". These business models are generally not acceptable.
- g. For the purposes of this RFP, "full-service" does NOT include the supply, and mixing or loading of any Fire Suppressants or Fire Retardants or similar material that may be aurally delivered. Proposers should, however, specify any capabilities that they can offer for supply, delivery and mixing or loading of Fire Suppressants or Fire Retardants.

1.2. Summary of Service Requirements

- a. The Services required are laid out in the Specimen Contract and Large Airtanker Services Supplementary Contract Requirements documents. It is important to realise that NAFC contracts an aviation "Service" as distinct from leasing a specific aircraft. The Services required encompass all activities necessary to ensure the provision of safe, effective and efficient aerial firefighting. This includes activities during and outside of the defined Service Periods.

- b. Each Service requires a Contractor to:
 - i. ensure that the Aircraft respond to fire incidents or other emergency operations and activities and carry out Firebombing and/or other specialised work to specified standards and protocols; and
 - ii. ensure that the preparedness to respond is maintained throughout the specified periods; and
 - iii. to ensure that the Aircraft is standing-by and ready to respond to fire incidents or other emergency operations and activities, when required.

1.3. Services Environment

- a. Services will have to be provided under adverse conditions, often turbulent and “hot and high”, in remote locations and in an emergency service environment that demands very high standards.
- b. All Services require aircraft that are well maintained and are crewed, supported and managed by highly professional, skilled and motivated Personnel and operators.

1.4. Contract Periods and Service Periods

- a. The **Contract Period** is the total period of time that there is a Contract between NAFC and the Contractor, including any extensions to the Contract Period. The actual Aerial Firefighting Services, however, are only required to be provided during a **Service Period**. The Service Period is of a defined minimum length (often 84 days). Normally there will be only one Service Period in any one year of the Contract Period, coinciding with that year’s bushfire season.
- b. During the Service Period the aircraft and crew will be based at the Nominated Operational Base specified in the Contract, unless otherwise agreed.
- c. If Large Airtanker Services are ultimately required, it is envisaged that the Contract Period will be “3+1+1”; that is, for three years (2013-2014 and 2014-2015 and 2015-2016) and if the Contract Period is extended for 2016-2017 and 2017-2018.
- d. The commencement date of each Service Period, if a Service Period is required by the particular contract, will be notified in advance to the Contractor in accordance with the **Notice Period**.

1.5. Contract Types

- a. Currently, NAFC aerial firefighting contracts may be either **Primary Contracts** or **Secondary Contracts**. NAFC is also considering instituting a third type of contract, known as an **Enhanced-Call-When-Needed Contract (ECWN)**.
- b. For **Primary Contracts** - the Contractor will be required to provide the Service for at least one Service Period during each year of the Contract.
- c. For **Secondary Contracts** - the occurrence of a defined minimum Service Period is not guaranteed in any given year of the Contract Period. Service Periods for Secondary Contracts are normally only activated for those fire seasons where the fire risk indicates that additional contracted Aircraft will be required. Generally this will only happen when a season is forecast to have above normal fire risk. Once a Service Period is activated for a season, it will be of the specified minimum length (usually 84 days) unless otherwise agreed with the Contractor. It

is possible, or even relatively likely, that no Service Period will occur during the Contract Period. For most Secondary Contracts, the Contractor is contractually obliged, as far as practicable 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 fire season.

- d. In the case of Primary or Secondary Contracts, more than one Contract, if any, may be awarded.
- e. Sometimes Aerial Firefighting Services are provided to Members on a **Call-When-Needed** (CWN) basis. CWN services are activated on an as-required basis. CWN is essentially ad-hoc, short-term engagement of services to pre-agreed specifications and prices. In some cases these pre-agreed specifications and prices will be the subject of a formal contract. For most CWN Services there is no specific obligation for the Contractor to accept a CWN engagement if it is offered.
- f. This RFP canvasses the possibility of **Enhanced-Call-When-Needed** engagement. 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 and crew are available to respond if given the required advance notice. The Contractor is expected to accept an offer of work, provided that the offer is made within the terms of the contract. More detail on how ECWN would operate in the context of this RFP is provided at Part B Section 5 clause d.

1.6. Availability levels

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

requirement to standby or to work. For larger aircraft, Partial Availability Contracts might see the Contractor being notified twelve hours in advance of a requirement for Commitment status.

- e. To be clear, for a Partial Availability Secondary Contract, *if* a Service Period is activated during the Contract Period, then the Aircraft (and crew) will only be required to be dedicated to the provision of the Service on particular days during that Service Period.
- f. At this stage, if any Enhanced-Call-When-Needed contract is proceeded with subsequent to this RFP, then it will require the equivalent of Absolute Availability during the ECWN engagement.

1.7. Notice Periods

- a. For any Large Airtanker Service contracted pursuant to this RFP, the Notice Period will be specified in the final Contract. Respondents must specify their preferred Notice Period in their proposal (using the Services and Pricing Form).
- b. It is advised that proposers should normally specify 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 90 days.
- c. Shorter Notice Periods are strongly preferred (i.e. if proposers can specify relatively short Notice Periods, this will be treated favourably in the evaluation).
- d. 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 1 September and 1 December in any year). However Notice Periods that are not subject to constraints are preferred.

1.8. Nominated Operational Bases

- a. Normally, NAFC contracts will specify where the Aircraft must be based during any Service Period – the Nominated Operational Base (**NOB**).
- b. For this RFP, organisations should submit, where relevant, the NOB from which their proposed service would be most efficiently based, and upon which the pricing is determined.
- c. Proposers will note that the evaluation scenarios described in Part C of this document assume the Large Airtanker is based at Avalon airport, near Melbourne, Victoria. These scenarios are only to enable a consistent comparison of proposals and are not intended to suggest that Avalon is, or is not, a preferred NOB.
- d. It is suggested, however, that organisation nominate a suitable NOB located in the south-east of Australia (in or around Victoria, Tasmania, Australian Capital Territory, the southern half of New South Wales or the south-eastern part of South Australia). This is the area of Australia where frequency of use of a Large Airtanker, if engaged, is likely to be highest; although operations in other parts of Australia are possible, and NOBs in other parts of Australia will be considered.
- e. The organisation is responsible for providing all facilities required to support the Service at the NOB (except Fire Suppressant or Fire Retardant storage, mixing and loading facilities; see Part B Schedule 1.1 clause g).

- f. Proposers should note that any contracted Service would be part of a national arrangement. NAFC may therefore require organisations to temporarily base contracted Aircraft at any suitable location in Australia; or to establish a NOB at a different location from that originally specified in the relevant Contract. These decisions will be based on regular assessment and re-assessment of the prevailing fire conditions. Where relocation is required, unless other specific provisions for relocation are in the Contract, the relevant Member(s) would normally meet the Contractor's, reasonable additional out-of-pocket costs (i.e. costs incurred above those that apply to basing at the original NOB). The Contractor is responsible for providing all facilities required to support the aircraft and crew at the NOB.

1.9. Carriage of Passengers

- a. Proposers should note that all aircraft that are required to carry passengers must be capable of doing so as a Charter under day Visual Flight Rules (**VFR**) operation.
- b. Proposers for Services that require the carriage of passengers must provide a Passenger Carrying Capability (**PCC**) number as defined in NAFC Standard PR-003.
- c. Carriage of passengers by Large Airtankers put forward in response to this RFP is **not required**. However proposers of Large Airtankers that are in any case capable of carrying passengers must provide a Passenger Carrying Capability number. (If the Airtanker is not capable of Charter operations, the PCC is zero.)
- d. Passenger carriage is **required** for Supervision Aircraft put forward in response to this RFP. Therefore, the relevant AOC holder and the aircraft must be able to carry out a Charter operation with the Supervision Aircraft under the Instrument Flight Rules in Australia, including at night.
- e. Note that even if a Supervision Aircraft is precluded by regulation or operational requirements from operating under Charter rules, the aircraft operation must still be conducted, as far as practicable, to the same overall standards as Charter. In other words the operation is only exempt from complying with specific Charter standards and requirements as is necessary to carry out the required operation. As an example, an Air Attack Supervision operation cannot, under current Australian civil aviation legislation, be carried out as Charter as the regulations require that "fire spotting" be carried out as what is currently known as Aerial Work. However all other aspects of the operation must meet the standards, rules and requirements of a passenger carrying Charter operation.
- f. In other words, aircraft required to carry passengers must have a Standard Certificate of Airworthiness and the AOC holder must have the necessary CASA authorisations for an air transport operation for the non-scheduled carriage of passengers for hire or reward in that aircraft.
- g. Proposers **must** provide a Passenger Carrying Capability number for any Supervision Aircraft proposed. Proposers **must** also specify any limitations that could impact on the ability to carry the maximum number of passengers possible in any aircraft.

- h. 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 at any time are those applicable to an air transport operation for the non-scheduled carriage of passengers for hire or reward (by small or large aircraft, as applicable, in what is likely to become CASR Part 135 and CASR Part 121 respectively). These aircraft and operator standards will apply even if the operation is actually conducted as what is currently known as Aerial Work in Australia's civil aviation legislation and regulations.

1.10. Fuel and Other Consumables

- a. In relation to fuelling proposals must be on the basis of Wet-B Hire:
 - i. **Wet-B Hire:** the Contractor is responsible for arranging and paying for fuel. The Contractor is not required to have mobile fuelling facilities, however the Contractor will normally have to ensure appropriate fuelling facilities are available at the NOB.
- b. Wet-B Hire also requires that the Contractor is responsible for the provision of all consumables required for normal operation of the Service, including oil, grease, starting mixtures, JATO fuel, hydraulic fluid etc.
- c. Proposals must include specific and comprehensive details of proposed fuelling arrangements.

2. AIRCRAFT REQUIREMENTS

2.1. Safety

Safety is the highest priority in all operations. Fundamentally the aircraft must be safe to operate in the sort of mission profiles that are encountered in Aerial Firefighting. Only aircraft that have known, fully documented maintenance histories, and have been appropriately maintained over their service life will be considered. Only aircraft that have an appropriate means of assuring continued airworthiness for the period of any contract will be considered.

2.2. The Airtanker

NAFC is looking for specific attributes and performance from a Large Airtanker. The following points highlight these requirements. The Specimen Contract along with the Large Airtanker Services Supplementary Contract Requirements explain these further.

- a. Ideally the aircraft type will have a proven history in firebombing, or at least in work with similar mission profiles.
- b. The aircraft is essentially the vehicle that gets the Fire Suppressant or Fire Retardant, and the delivery system, to the fire. It must have appropriate range and endurance. It must have appropriate flight characteristics to manoeuvre the delivery system safely and effectively to the fire, drop the load and depart.
- c. The transit speed and operating radius of a Large Airtanker is often what provides key productivity advantages over alternative aircraft types, and is especially important if the aircraft are restricted to working from fewer airports – so, at least for land-based aircraft, NAFC is looking for aircraft capable of relatively high transit speeds (whilst also capable of the slower speeds appropriate for effective dropping) and long operating range.

- d. Runway performance (take-off and landing distance) is an important factor for Australian operations, where there are relatively few airports with long, paved runways.
- e. For Large Airtankers, multi-engine aircraft are required. The aircraft must have reasonable performance when a critical engine fails. Aircraft powered by gas turbine engines (including turboprop, turbojet and fanjet) are preferred.
- f. Ground turning circle, ramp space requirements, pavement loading and aircraft noise restrictions are also important considerations, as operations from certain Australian airports may be limited by these factors.
- g. Aircraft should not be subject to issues which may limit ground turnaround times e.g. brake cooling times.
- h. Similarly aircraft should ideally not be subject to issues which significantly limit aircraft performance when configured for firebombing - such as speed or altitude restrictions, or pressurisation restrictions.
- i. Aircraft capable of landing when loaded with Fire Suppressant or Fire Retardant, or at least with a partial load, are preferred.
- j. As far as practicable, the aircraft operation should be reasonably self-sufficient and not rely on the provision of specialised ground support equipment.

2.3. Firebombing Delivery System

- a. Firebombing Delivery Systems on proposed airtankers should:
 - i. have received or be capable of receiving approval (provisional or full) from a Member as set out in NAFC Standard OPS-001; and
 - ii. meet the other requirements of the Specimen Contract and the Large Airtanker Services Supplementary Contract Requirements.

Note: Given the nature of this RFP, NAFC is prepared to consider delivery systems that do not necessarily meet the current requirements. Proposers must include detailed information regarding any such delivery system, specifically highlighting the advantages of non-compliance.
- b. Detailed requirements for the Delivery Systems (which comprise the tank, gate or doors, controllers and software, and any associated sub-systems) are contained in this document, in NAFC Standards and in the Specimen Contract. In essence NAFC is looking for an airtanker that will safely, repeatedly and consistently deliver Fire Suppressant and Fire Retardant in an acceptable uniform, evenly distributed pattern on the ground.
- c. The Delivery System must be capable of “splitting” loads (making successive drops from the same load) and must be capable of operator adjustable flow rates. A multi-door system may be an acceptable alternative to adjustable flow rates.
- d. The Delivery System must be capable of satisfactorily loading and delivering Fire Suppressant and Fire Retardant. The system must also be capable of delivering these products in such a way that they penetrate the vegetation canopy, where appropriate, and provide sufficient coverage on the ground to retard or suppress bushfires in the conditions typically encountered in Australia. This will generally require delivery of Fire Suppressants or Fire Retardants in relatively concentrated

ground patterns. As a general guide ground coverage levels greater than about 2.5 litres per square metre (or Coverage Level 6 in U.S. terms) are favoured.

- e. It is NAFC's experience that aircraft equipped with Delivery Systems that include "constant-flow" devices or design, that provide some form of compensation for variations in airspeed, and other parameters, will often produce the best results. We are however certainly prepared to consider other approaches that provide uniform coverage, consistency, repeatability and reliability.
- f. It has been found that the time taken to fill the aircraft's Firebombing tank can have an important effect on productivity, so systems that are capable of fast filling are preferred (along with aircraft that can be refuelled simultaneously with filling the firebombing tank, or only require limited refuelling during multiple sortie operations).
- g. Proposals must include all relevant information that demonstrates how any proposed aircraft and its Firebombing Delivery System meets the Service requirements

2.4. Summary of Key Requirements - Airtanker

In summary, some key minimum requirements for aircraft and its delivery system include (refer to Specimen Contract and Large Airtanker Services Supplementary Contract Requirements for further details):

- i. Standard Certificate of Airworthiness or Special (Restricted Category) Certificate of Airworthiness;
- ii. multi-engine;
- iii. appropriate speed and operating radius;
- iv. appropriate to firebombing mission profile;
- v. (*Preferred*) gas turbine engines;
- vi. minimum Water Carrying Capacity of 5000 litres, as defined in NAFC Standards;
- vii. capable of flight under the Instrument Flight Rules;
- viii. delivery system that repeatability and reliably provides acceptable coverage of Fire Suppressant and Fire Retardant;
- ix. delivery system capable of spilt loads; and
- x. delivery system capable of adjustable flow rates.

2.5. Role of a Supervision Aircraft

- a. The Supervision Aircraft will normally operate as an Air Attack Supervision Platform - that is, it will carry appropriately qualified staff from Member agencies, who will supervise and coordinate firebombing operations from a stand-off position. The Supervision Aircraft may be required to fly "dummy runs" to illustrate targets to the crew of the Airtanker. The Supervision Aircraft may be required to fly relatively low to closely examine the area of operations.
- b. Lead Plane operations are not the norm in Australia, however it is acknowledged that some Airtankers proposed may require a Lead Plane. For Airtankers that require a Lead Plane, the Supervision Aircraft will operate as a Lead Plane.

2.6. The Supervision Aircraft

- a. The Supervision Aircraft must have the appropriate flight characteristics to safely and efficiently undertake the roles outlined above. Where a Lead Plane is required, the Supervision Aircraft must be able to fly circuit profiles appropriate to the Airtanker.
- b. Ideally the Supervision Aircraft would arrive at an incident before the Airtanker. Therefore a relatively fast transit airspeed is important, whilst still having the capability to safely loiter.
- c. The Supervision Aircraft must have sufficient range and endurance to arrive at an incident and loiter for extended periods without refuelling.
- d. Quality communication is critical to safe, effective Aerial Firefighting operations. Attention is drawn to the communications requirements of the Specimen Contract.
- e. Good visibility from the cockpit and from observer stations is a key requirement. Crew comfort and ergonomics are also important factors.
- f. Although not specifically required at this stage, Supervision Aircraft equipped with appropriate imaging packages, sensors and recording devices, and additional communications capabilities, are of interest (refer Part B Section 3).

2.7. Summary of key requirements – Supervision Aircraft

In summary, some of the key minimum requirements for Supervision Aircraft (refer to Specimen Contract and Large Airtanker Services Supplementary Contract Requirements for further details):

- i. Standard certificate of Airworthiness;
- ii. multi-engined aircraft preferred, or if single-engined must be gas turbine powered;
- iii. multi-engined aircraft required if Supervision Aircraft is required to be a Lead Plane;
- iv. single-engined aircraft must meet CASA ASEA requirements (previously known as ASEPTA);
- v. capable of flight under the Instrument Flight Rules;
- vi. capable of carrying out a Charter operation under the Instrument Flight Rules, including at night;
- vii. flight profiles appropriate to the associated Airtanker, including ferry speed; and
- viii. range and endurance appropriate for the Air Attack Supervision mission.

2.8. Applicable Specimen Contract Schedules

- a. For Large Airtankers Schedule A of the Specimen Contract applies. Schedules B, C, D and E do not apply to Large Airtankers.
- b. For Supervision Aircraft Schedule B of the Specimen Contract applies. Schedules A, D and E do not apply to Supervision Aircraft.
- c. If the organisation proposes to supply supplementary intelligence gathering capabilities on the Supervision Aircraft parts of Schedule C may apply.

- d. If the organisation proposes to provide supplementary mobile refuelling capability parts of Schedule F may apply.

3. ADDITIONAL CAPABILITIES

- a. A number of capabilities not specifically required of Contractors for Large Airtanker Services are of interest to NAFC and its Members. Proposers who are in a position to supply these additional capabilities are welcome to include relevant information in their proposals. An organisation's ability to supply these capabilities may be taken into account in the evaluation of proposals. Examples of capabilities of particular interest include, but are not limited to:
 - i. Fire Suppressant and/or Fire Retardant storage, handling, mixing and loading facilities, including equipment operators and loaders, at the Nominated Operational Base;
 - ii. portable or mobile storage, handling, mixing and loading facilities, including equipment operators and loaders, that could be used at Temporary Operational Bases;
 - iii. capacity for training of Members' personnel (above that required under the Specimen Contract – see Large Airtanker Services Supplementary Contract Requirements);
 - iv. synthetic vision capabilities on the Airtanker and/or the Supervision Aircraft;
 - v. other advanced avionics or communications capabilities on the Airtanker and/or the Supervision Aircraft;
 - vi. night firebombing capabilities, generally;
 - vii. instrumentation on the Airtanker and/or the Supervision Aircraft for measuring and transmitting data relating to ambient meteorological conditions;
 - viii. refuelling capability additional to that specified; and
 - ix. on the Supervision Aircraft:
 - A. infra-red and visual imaging and recording systems, and
 - B. image processing including geo referencing, and
 - C. data communication systems; and
 - D. automated (GPS based) mapping.

4. ALTERNATIVE CAPABILITIES

- a. NAFC is prepared to consider proposals from organisations wishing to put forward alternative capabilities for the safe and accurate aerial delivery of large volumes of Fire Suppressants or Fire Retardant to bushfires, where they can demonstrate advantages over conventional Airtankers.

5. STANDARD CONTRACT MODELS

The following contracting models are defined for purposes of this RFP to assist with comparing proposals.

a. **Model 1A - standard Primary Contract (Absolute Availability):**

- three year Contract Period with two one-year options to extend to a total Contract Period of five years;
- Contract Period commencing mid 2013 (i.e. the first Service Period occurs during the Australian summer of 2013-14);
- Service Period of a minimum of 12 weeks (84 days) commencing between mid-November and mid-December (commencing on an actual date notified in accordance with the Proposer's specified Notice Period); and
- NOB as proposed by the Proposer.

b. **Model 1B - standard Primary Contract (Partial Availability)**

- as per Model 1A, but on a Partial Availability basis: notification of the requirement for Commitment of the Service on any particular day is by 12 hours prior notice.

c. **Model 2 - standard Secondary Contract (Absolute Availability)**

- three year Contract Period with two one-year options to extend to a total Contract Period of five years;
- Contract Period commencing mid 2013;
- Service Periods, if activated, of a minimum of 12 weeks (84 days) commencing between mid-November and mid-December (commencing on an actual date notified in accordance with the Proposer's specified Notice Period);
- no guarantee of a Service Period occurring during the Contract Period; and
- NOB as proposed by the Proposer.

d. **Model 3 – Enhanced-Call-When-Needed (ECWN)**

- three year ECWN Contract Period with two one-year options to extend to a total Contract Period of five years;
- Contract Period commencing mid 2013;
- aircraft generally remains at operator's home base or other agreed location (acknowledging that these locations may not necessarily be in Australia), or the aircraft could be forward positioned in Australia without crew;
- Service able to be activated on CWN basis with 7 days notice (i.e. the Airtanker(s) and Supervision Aircraft must arrive at the NOB and be Available by 10:00 hours local time on the day after 7 full days, from notice of a requirement);
- whilst engaged, the Service is to be available on a basis equivalent to Absolute Availability; and

- minimum period of any CWN engagement is 7 continuous days, extendable in 7 day blocks.

6. PRICING

- a. Proposals are required to provide pricing for the 2013-14 fire season for each solution proposed.
- b. Pricing information will be treated as commercial-in-confidence by NAFC and its Members, to the extent permitted by law.
- c. The difficulty of providing accurate pricing in an RFP process is acknowledged. If any proposal is selected to be further progressed, there will be an opportunity to refine pricing before any 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. Pricing must be based, in the first instance, on the standard contract models listed in Part B Section 5 above. Please note that these models are not intended to indicate that any particular procurement model will proceed.
- e. Pricing for contract Model 1A and Model 2 must be provided.
- f. Provision of pricing for contract Model 1B and Model 3 is optional. Where pricing for these optional Models is not provided in a proposal it will be assumed that the proposer considers that they are not in a position to provide a Service according to those Contract Models.
- g. It is recommended that pricing be specified as follows :
 - i. for **Model 1A (Primary Contract, Absolute Availability)**:
 - Standing Charges for availability for each day of the 84 day minimum Service Period; plus
 - Standing Charges for each day by which the 84 day minimum Service Period is extended; plus
 - Operating Charges applicable during the first 84 days of a Service Period; plus
 - Operating Charges applicable during any part of the Service Period extended beyond 84 days; plus
 - Mobilisation Charge, if applicable; plus
 - Demobilisation Charge, if applicable.
 - ii. for **Model 1B (Primary Contract, Partial Availability)**:
 - “Retainer” or “Availability” Charge – if required* - per day for each day of the 84 day minimum Service Period; plus
 - “Retainer” or “Availability” Charge – if required* - per day for each day by which the 84 day minimum Service Period is extended; plus

- “Commitment Charge” per day for any day the aircraft is required to be dispatched or required to standby; plus
- Operating Charges applicable during the first 84 days of a Service Period; plus
- Operating Charges applicable during any part of the Service Period extended beyond 84 days; plus
- Mobilisation Charge, if applicable; plus
- Demobilisation Charge, if applicable.

* For Partial Availability Contracts, a Retainer or Availability price is often expressed in terms of a minimum amount of use, or as a minimum number of days of Commitment. For example, some Contracts may not specify a separate Retainer or Availability Charge, but may instead require that the Commitment Charge (which is then often referred to as a Daily Standing Charge) be paid for a minimum of 28 days (just for example) during an 84-day Service Period.

iii. for **Model 2 (Secondary Contract, Absolute Availability)**

- As per Model 1, bearing in mind that the charges apply if, and only if, a Service Period is activated in any year of the Contract. It is envisaged that no charges would apply if a Service Period is not activated in any year of the Contract.

iv. for **Model 3 (Enhanced-Call-When-Needed)**

- “Retainer” charge - if required - for maintaining overall readiness to respond at 7 days notice; plus
- Standing Charge applicable for days when the aircraft is actually engaged (but not applicable during mobilisation and demobilisation), plus;
- Operating Charges; plus
- Mobilisation Charge, if applicable; plus
- Demobilisation Charge, if applicable.

- h. For pricing purposes it may be assumed that the same Service Period applies to all Airtankers and to the Supervision Aircraft (i.e. all aircraft commence the Service Period, or the ECWN engagement if applicable, on the same date).
- i. For pricing purposes it may be assumed that all Airtankers and the Supervision Aircraft are based at the same NOB.
- j. It is recommended that pricing be separately specified for each aircraft offered, except that where a “pair” of similar airtankers are offered, these may be (but do not have to be) offered as a package – for example one Standing Charge covering the provision of both aircraft.
- k. Pricing should be specified separately for the Supervision Aircraft.

- l. There is no requirement at this stage to propose price escalation or rise-and-fall. Only prices for 2013-14 are required.
- m. Pricing must be expressed as exclusive of GST (i.e. "plus GST").
- n. Pricing must be in Australian Dollars.
- o. Operating Charges are applicable from the start of take-off run to the end of landing run for any authorised sortie. For self-filling aircraft, chargeable operating time includes time on scooping or skimming runs.
- p. Proposers may suggest pricing structures different from those outlined at point (g) above. It is recommended however that any different pricing structures be submitted as optional alternatives to the structures specified above – i.e. it is suggested that, if practical, prices are submitted in accordance with the recommended structures along with any alternative pricing proposals.
- q. The attention of proposers is drawn to the other full-service pricing inclusions and exclusions at clause 9.2 of the Specimen Contract.
- r. Proposers are advised that the pricing information submitted in proposals will be made available to Members as required to undertake the evaluation process.
- s. Proposers are advised that the total value of any contract ultimately entered into may be published, in accordance with the procurement requirements of Members.
- t. Proposers are encouraged to provide details of additional capabilities (RFP Part B Schedule 3) that are included in the Contract Price, or other capabilities that may be available at extra cost.

PART C: RFP RESPONSE

This Part C outlines the information to be included in your response to the 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 reference only. Please use the forms in the NAFC Electronic Tender Portal when submitting a proposal.

1. ORGANISATION INFORMATION

Complete the Organisation Information form.

2. DECLARATIONS

2.1. Authorised Person

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

2.2. Proposal Participation Terms and Conditions

I have read and understood the Request for Proposals, Part A, Terms and Conditions of Proposals and confirm the Organisation will comply with RFP Part A. If this is the case then enter the word "Agree". If this is not the case, write the reason why you do not agree with the statement. Organisations risk having their proposals 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.

2.3. Conflict of Interest

In submitting this proposal the Organisation has identified that no conflict of interest or perceived conflict of interest could arise with regard to this proposal. 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.

3. PROPOSAL SUMMARY

Provide a summary of the total benefits of the 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 any preference for particular contracting models.

4. ORGANISATION

4.1. Structure and Ownership

Provide brief information relating to the structure and ownership of the Organisation proposing to deliver the Services.

4.2. History and Industry Experience

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

4.3. Key Staff – Management 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 qualifications, training licences, ratings, endorsements, skills of operational staff.

4.4. Organisational Capacity and Capability

Provide information on the capacity and capability of the Organisation to deliver the Services. Capacity includes total fleet managed, growth opportunities, specialisations, ability to provide redundancy capacity and additional aircraft. Include details of the systems of maintenance for the aircraft proposed to supply the Services. Provide details of aircraft maintenance capabilities and capacity and facilities, including provision for in-field and out-of-hours maintenance. Provide details of access to spare parts.

4.5. Innovation

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

5. MANAGEMENT SYSTEMS

5.1. Management Systems

Provide brief details of the management systems in place in the organisation including

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

5.2. Subcontractor Management

Provide brief information regarding the systems and processes in place to effectively manage any subcontractors.

5.3. Flight Crew and Crewperson Management

Provide information relating to the management of Flight Crew and Crewpersons to be utilised for the Services being proposed. This may include, amongst other things, fatigue management systems, flight & duty time management, rostering and monitoring of currency.

5.4. Check and Training System

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;
- Aircraft Underwater Escape Training (where required);
- Crew Resource Management;
- Team Resource Management;
- Low level flight and obstacle avoidance; and
- Recognition and recovery from unexpected low visibility situations.

6. AIRCRAFT AND SERVICES

6.1. Aircraft Data Form

Complete the Aircraft Data Form. Provide details for each aircraft proposed (both Airtanker & Supervision Aircraft), following the specific instructions on the form.

6.2. Overview

Provide a brief narrative that gives an overview of the Airtankers and Supervision Aircraft proposed.

6.3. Firebombing Delivery Systems

Other than the information provided in the Aircraft Data Form, provide any additional narrative relating to the Firebombing Delivery Systems. Include copies of any approvals of the aircraft and/or delivery system by the United States of America's federal Interagency Airtanker Board (IAB) or any similar authority in other countries.

Use the NAFC Electronic Tender Portal to upload copies of any documentation, drawings, and diagrams submitted to the IAB or other authority as part of any approval process.

6.4. Avionics and 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, telephony, public address systems and siren systems. Include detail relating to the Global Positioning Systems to be utilised in the aircraft being proposed. Include detail of any relevant enhanced avionics such as TCAS or GPWS, or any other safety enhancement systems.

6.5. Aircraft Performance and Enhancements

Provide brief details of how the Organisation proposes to appropriately optimise the performance of aircraft for Aerial Firefighting operations. Include brief descriptions of weight reduction strategies and of any performance enhancing devices that may be fitted to the aircraft being proposed. This may include, for example, airframe modifications, engine / propeller modifications, vortex generators, and so on.

Use the NAFC Electronic Tender Portal to upload copies of flight manual performance charts for the Airtanker and Supervision Aircraft.

6.6. Tracking and Event Logging

Provide details relating to the tracking systems to be utilised in the aircraft being proposed including an outline of how the data will be delivered into AFAMS.

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

6.7. Continuing Airworthiness Program

Provide a detailed description of any Continuing Airworthiness Program(s) for proposed aircraft. Note the requirements for a Continuing Airworthiness Program in the Large Airtanker Services Supplementary Contract Requirements document.

6.8. Seating and Seatbelts

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

6.9. Nominated Operational Base

Provide any information additional to that required in the Services and Pricing Form relating to the Nominated Operational Base being proposed. Include details regarding facilities (including fuelling) to be provided by the Organisation at the proposed NOB.

6.10. Notice Period

Provide any information regarding conditions relating to the proposed Notice Periods, additional to that given in the Services and Pricing Form.

6.11. Availability of Aircraft Outside of Service Period

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

6.12. Additional Capabilities

Provide information on any additional capabilities offered. This may include, amongst other things:

- advanced avionics and / or instrumentation;
- infra-red or visual imaging equipment;
- automated mapping systems;
- data integration and communication systems;
- instrumentation on board aircraft for recording and transmitting ambient meteorological conditions;
- night vision or synthetic vision capabilities;
- night firebombing capabilities;
- additional fuelling equipment;
- Fire Suppressant or Fire Retardant storage, mixing and loading facilities; and
- additional training services (ie other than those required of the contract).

6.13. Passenger Carriage Capability Calculations

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

6.14. Other Calculations or Analysis

Provide any other calculations or analysis which might be considered.

6.15. Large Airtanker Scenario Form

Complete the Large Airtanker Scenario Form. Complete the form for each Airtanker type proposed following the specific instructions on the form.

6.16. Services and Pricing Form

Complete the Services and Pricing Form. Provide pricing for all aircraft combinations proposed. If required include alternative pricing scenarios or additional explanations of information regarding pricing.

7. CONTRACT COMPLIANCE

7.1. Contract Departures

Insert into the Contract Compliance – Departures form any relevant information where it is currently known that a proposal will either partially comply or cannot comply with a particular relevant clause of the Specimen Contract including relevant Schedules and Large Airtanker Services Supplementary Contract Requirements.

7.2. 'Preferred', 'Strongly Preferred' and 'Optional' Clauses

Use the Contract Compliance – Preferred and Optional form to respond to relevant clauses and notes that are identified as '*Preferred*', '*Strongly Preferred*' or '*Optional*' of the Request for Proposal, Specimen Contract, including relevant Schedules and Large Airtanker Services Supplementary Contract Requirements.

8. CERTIFICATIONS

8.1. 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 Organisation's capacity to obtain the necessary AOC's for these Services. Electronic versions (e.g. PDF files) of actual AOCs may be uploaded to the NAFC Electronic Tender Portal.

8.2. Certificates of Airworthiness

Provide details of any current Certificates of Airworthiness applicable to the aircraft being proposed or 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.

8.3. 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, Firebombing Delivery Systems and so on). Actual STCs are not required – the name of the issuing authority and certificate reference numbers are sufficient.

8.4. Specific Approvals and Exemptions

Provide details of any relevant current approvals or exemptions held that are applicable to the aircraft and Services being proposed or information pertaining to the Organisation's capacity to obtain the necessary approvals for these Services (e.g. low flying approvals). Specifically include details of any exemptions or exceptions from civil aviation legislation, regulations or orders which may be required for the Airtanker or the Supervision Aircraft to legally deliver the required services or which would be required to deliver equivalent services in the country of aircraft registration.