



# **REQUEST FOR PROPOSALS**

## **LARGE AIRTANKER SERVICES**

### **(RFP LAS 2018+)**

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**The National Aerial Firefighting Centre's (NAFC)**

**REQUEST FOR PROPOSALS  
LARGE AIRTANKER SERVICES  
(RFP LAS 2018+)**

**closes at**

**13:00 Australian Eastern Daylight Time (1:00pm)  
on Wednesday 24 January 2018**

Proposals are to be submitted via NAFC's Electronic Tender Portal (operated by TenderLink) at:

<http://www.tenderlink.com/nafc/>

Proposers should note that there are a series of template documents (response forms) that proposers are required to download, complete and submit as part of their proposal. NAFC recommends that proposers read each question carefully and ensure that they clearly address the questions asked.

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## 1. INTRODUCTION

### 1.1 Introduction

- a. This Request for Proposals (RFP) seeks proposals from suitable organisations for the provision of the services of large fixed wing airtankers to assist with control of bushfires in Australia. Proposers will be highly capable, highly motivated organisations who may be invited to enter into contracts to provide specialised large airtanker services commencing in 2018 (for the 2018-19 fire season).
- b. For this RFP, the term “large airtankers” refers collectively to fixed wing aircraft capable of delivering at least 6,800 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, Large Airtankers and Very Large Airtankers. Self-filling, scooping or skimming fixed wing airtankers may be proposed.
- c. This RFP also invites proposals for 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 the procurement of Aerial Firefighting resources.
- b. In Australia, individual states and territories are 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;
  - ii. the development and introduction of protocols and systems for the sharing of all Aerial Firefighting resources, including support resources; and
  - iii. the 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 invites the submission of proposals for the provision of the services of large airtankers and associated supervision aircraft as detailed in this Request for Proposals document; and in accordance with the terms and conditions of the *Specimen Contract* and the *Large Airtanker Services Supplementary Requirements* document.
- b. The process is known as the Request for Proposals for Large Airtanker Services 2018 Onwards (**RFP LAS 2018+**).
- c. This RFP invites proposals to supply the services of large airtankers and associated supervision aircraft as described in Appendix 1, the *Table of Services*.
- d. This RFP process aims to investigate the range of large airtanker services potentially available to NAFC and its Members.
- e. NAFC advises prospective proposers that at the time of publishing this RFP funding was not available to procure all of the Services that are described.
- f. 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 Members' requirements. 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.
- g. A Specimen Contract is provided as a basis on which to propose the Services specified. The *Specimen Contract* is a generic template used by NAFC for a range of different contracts. As such, proposers should note that any contract that is executed with a successful proposer's organisation will vary from the *Specimen Contract*, depending on the specific Service requirements. Additional likely contract requirements specific to large airtankers are highlighted in the accompanying *Large Airtanker Services Supplementary Requirements* document.
- h. This RFP is running in parallel with other NAFC procurement invitations, including an invitation to submit tenders for Aerial Firefighting Services (ITT AFS 2018+). The Services sought by this RFP are not covered by the ITT AFS 2018+ and vice versa.
- i. This RFP does not bind NAFC or its Members to proceeding with the acquisition of any Aerial Firefighting Services.

#### 1.4 Reference documents

- a. This Request for Proposals comprises a number of documents:
  - i. Request for Proposals for Large Airtanker Services 2018 Onwards (this document), including Large Airtanker Services Supplementary Requirements and other appendices;
  - ii. Table of Services;
  - iii. NAFC Specimen Contract, including Schedules;
  - iv. Response forms;
  - v. all relevant NAFC Standards and Guidance Notes.

- vi. A number of template documents (response forms) are provided for proposers to download from NAFC's Electronic Tender Portal (TenderLink), complete, and submit as part of their proposal. These response forms include a number of forms based on specific aerial firefighting scenarios, as well as Pricing Forms.

## 1.5 Definitions and abbreviations

- a. These definitions and abbreviations are provided for easy reference in this document. Formal definitions are provided in the *Specimen Contract*.
- b. Please note that for the purposes of this RFP where the term **Organisation** is used it means the entity or corporation or group of entities responding to this Request for Proposals 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)*.

**AAS Platform or Air Attack Supervision Aircraft** means an aircraft whose purpose is to supervise the process of managing or controlling a fire or emergency incident utilising airborne resources, 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 the Aircraft providing the Services are normally required to be immediately available to NAFC and its Members.

**ADF** means the Australian Defence Forces.

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

**Air Attack Supervision** means the supervision of the process of managing or controlling a fire utilising airborne resources, including directing other aircraft and any other resources assigned to the fire. Air Attack Supervision includes training or exercises in Air Attack Supervision.

**Aircraft** means an aircraft, Refueller (if required), Flight Crew and Crewpersons and other Personnel on board, together with any on board equipment (including communication and surveillance equipment), systems, data or products used by the contractors to perform the Services or undertake the tasks stipulated in this Contract.

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

**Call When Needed** means that the Aircraft providing a Service is made available to NAFC and its Members on an ad hoc basis.

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

**Charter** means operations conducted in accordance with the civil aviation legislation, regulations and rules applicable at the time for an air transport operation for the non-scheduled carriage of passengers for hire or reward (by small or large aircraft, as applicable).

**Commitment** means, for Partial Availability Service Periods, that on any day or part thereof the Aircraft is required to be Available or is otherwise tasked by a Member to standby or conduct operations.

**Contract** means the executed document and includes any schedules and annexures and any Purchase Order issued by a Member to purchase Services under this Contract.

**Contractor** means the party in this Contract which provides the Services to NAFC. Contractor includes all of its Personnel, subcontractors, successors and assigns.

**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. 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.

**Coverage Level (CL)** means the amount of Retardant or Suppressant delivered to the ground, expresses as US gallons per 100 square feet on the ground; for example CL 6 means that 6 US gallons per 100 square feet is delivered.

**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).

**Dry** means a Member meets the costs of the aviation fuel required to operate the Aircraft.

**Emergency Response Plan** means a written document which establishes the parameters and procedures as to how the Contractor will deal with an emergency situation relating to the Service.

**Ferry Flight** means a flight with the sole purpose of relocating a Service during any Service Period to or from a NOB or TOB outside of a Member's jurisdiction. A ferry flight does not include mobilisation and demobilisation of Aircraft at the commencement and completion of a Service Period.

**Firebombing** means the dropping of Fire Suppressant or Fire Retardant from an aircraft in order to assist with the control or suppression of a fire as required by the agency responsible for controlling or 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 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.

**Fixed Wing Aircraft** means a heavier than air aircraft which obtains lift for flight by forward motion of wings.

**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.

**Flight Operation Returns** means any document required by a Member to record details of the daily flying and/or standby associated with an Aircraft under this Contract.

**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 proposal GST is legislated at 10%.

**ISA** means the International Standard Atmosphere.

**Member** means any of the states or territories of Australia who are eligible to be members of NAFC in accordance with NAFC's constitution.

**NAFC Type or Type** is a method of classifying firefighting aircraft and is defined by the relevant NAFC policies and standards, including the NAFC Standard – Procurement Series, as amended from time to time.

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

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

**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 charged by the Contractor for the time the aircraft is actually operating to undertake the tasks as specified in the Contract.

**Partial Availability** means that the Aircraft providing the Services are required to be available only on certain days or at certain times as notified in advance to the Contractor by NAFC or a Member.

**Passenger Carrying Capability (PCC)** means an estimate of the number of passengers that an aircraft is reasonably capable of carrying under specified circumstances as defined in *NAFC Standard PR-003: Definition of Passenger Carrying Capability – Firefighting Aircraft*.

**Personnel** means any person, who is an employee, officer, agent or professional advisor, employed or engaged by the Contractor to carry out any task related to the provision of the Services under the Contract; including 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 written document issued by a Member to the Contractor, giving notice of the purchase of Services in accordance with the terms and conditions of this 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 the Service to NAFC under contract.

**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 from NAFC or a Member. 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, sensors, computers, software, Intellectual Property, Personnel, vehicles and/or activities associated with a resource which is provided by the Contractor to NAFC and its Members under the Contract.

**Service Period** means one or more lengths of time within the Contract Period where Contractors are to deliver each Service as specified in the Contract. Service Periods are specified as a number of continuous days. There may be more than one Service Period for each Service in each 12 month period. Service Periods normally coincide with a fire season and may be extended beyond the minimum length set out in this Contract in any given year. Where there is more than one Service Period per 12 month period, it is possible that the levels of availability required will differ between Service Periods.

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

**Stand Down** means that the Service, or a component of the Service, including but not limited to, Aircraft, Flight Crew and/or Crewperson is directed to cease operation, or to not commence operation, until the relevant person authorised by NAFC or a Member permits the Service or a component of the Service to recommence operations.

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

**Wet-A** means the Contractor is responsible for the provision of fuel, fuelling facilities and infrastructure according to the provisions of this Contract and the Contractor is required to be self-contained, self-sufficient and mobile in the provision of fuel in most circumstances.

**Wet-B** means the Contractor is responsible for arranging and paying for fuel providing there is no delay to the provision of the Services. The Contractor is not required to have mobile fuelling facilities nor mobile infrastructure. The Contractor is required to ensure that fuel is readily and reliably available at the NOB.

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

### **1. INFORMATION FOR PROPOSERS**

#### **1.1 Context of this document**

In addition to the information found in this document, proposers should ensure that they very carefully study the detail of all of the referenced documents when preparing a proposal.

#### **1.2 Process and plan**

- a. This process outline is provided to give proposers an indication of the timing of the RFP process. It is indicative only and may be changed by NAFC in accordance with the terms set out in this RFP.
- a. The Initial Proposals Stage (Stage 1) is where proposers will be evaluated based on the criteria outlined in Part A, Section 3.1. Stage 1 is expected to conclude during March 2018.
- b. Subsequent stages will be determined after evaluating proposals received at the Initial Proposals Stage.
- c. 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 2018-19 bushfire season in southern Australia. The southern bushfire season in Australia normally commences around September.

### **2. REQUEST FOR PROPOSALS STAGES**

#### **2.1 General**

- a. This RFP has been planned to run in multiple stages where the Initial Proposals Stage requests information from proposers about their capabilities, their aircraft and systems, and pricing. Subsequent to this, and dependant on the information obtained in the Initial Proposals Stage, NAFC will work with its Members to determine the need for Large Airtanker Services in Australia before potentially returning to shortlisted or selected proposers for further information or negotiation.

#### **2.2 Stage 1 Initial Proposals Stage**

- a. The first stage of the RFP is the Initial Proposals Stage. Proposals submitted will be evaluated and shortlisted according to the specified criteria. It should be noted that:
  - i. Stage 1 evaluation is a competitive process. It is not a matter of simply meeting minimum requirements;
  - ii. if necessary, the evaluation group may seek further information from proposers; and
  - iii. 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 be eligible to be invited to participate in any subsequent stages. An exception to this may occur if insufficient proposals that meet the needs of NAFC and its Members are received.

### **2.3 Subsequent stages**

- a. Subsequent stages will depend on the nature of the proposals submitted at the Initial Proposals Stage, considered alongside Member requirements and other factors; including, but not limited to, available funding. There are a number of possible directions 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.

### **2.4 Contract award**

- a. Following the evaluation of proposals at either the Initial Proposals 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 proposed solutions, the requirements of NAFC and its Members, and 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 Call When Needed Contracts.
- d. It is likely that Contracts will not be awarded for all of the Services listed in the Table of Services at Appendix 1. This will depend on the available funds; and the suitability, cost effectiveness and productivity of the proposed solutions.
- e. It is possible that Contracts may be awarded for Services not listed in the Table of Services at Appendix 1, or that multiple contracts may be awarded against a single Service. This will depend on the suitability, cost effectiveness and productivity of the proposed solutions, and the available budget.
- f. In respect of any Contract intended to be awarded subsequent to this RFP, the prospective Contractor may be required to participate in negotiations and to successfully and satisfactorily complete audits and other pre-contract due diligence checks, prior to the execution of a Contract.
- g. 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

- a. The evaluation and selection process aims to identify the services which are suited to the Members' purpose and which offer the best value-for-money within the available budget, whilst meeting appropriate levels of quality and commercial risk.

#### 3.1 Stage 1 Evaluation criteria

Stage 1 Evaluation Criteria will include but not be limited to:

- a. Capacity
  - i. the competence of the proposer to provide the required Services, based on information in the proposal, public information, other information sourced from the proposer; and on past performances in the industry; and
  - ii. the capability of the proposer to provide the appropriate Aircraft, Personnel, organisational structure, training and material resources needed to perform the Service; and
  - iii. the capacity of the proposer to supply proposed Services and any optional and additional capabilities; and
  - iv. the ability of the proposer to supply the number of Services under consideration.
- b. Quality
  - i. the ability of the proposer to have controls in place to successfully manage safety, quality, risk, finance, employees and subcontractors; and
  - ii. an organisational culture that is fit for servicing emergency management operations; and
  - iii. a commitment to provide a consistent, high-quality service.
- c. Solution
  - i. how well the proposed solution responds to the Service descriptions listed in the RFP, and the requirements of the *Specimen Contract* and *Large Airtanker Services Supplementary Requirements* (including preferred and optional items); and
  - ii. the suitability of the proposed aircraft and equipment to supply the Service, including capability, performance, capacity, maintenance, spares inventory and fuel.
- d. Pricing and price risk
  - i. total price and pricing arrangements, including synergies or discounts for provision of multiple Services (including supervision aircraft Services); and
  - ii. cost effectiveness and productivity of the proposed solution, including cost per litre of Fire Suppressant/Fire Retardant delivered; and

- iii. value that the proposed solution provides in meeting the needs of the Member for the relevant Service and the overall fleet.

### **3.2 Due diligence**

- a. Throughout the evaluation items that may be considered towards the overall evaluation of an organisation or a proposed Service include, but are not limited to:
  - i. compliance with the terms and conditions of the *Specimen Contract* including the *Large Airtanker Services Supplementary Requirements* and the RFP; and
  - ii. a proposer's organisational, legal and ethical ability to provide the Service; and
  - iii. the commercial viability and financial risk rating of the proposer's organisation currently and for the duration of the Contract Period; and
  - iv. the quality, presentation and structure of the proposer's response to this RFP.

## **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 Requirements* document.
- b. The Contract that is executed between NAFC and any successful proposer will differ from the *Specimen Contract*. The *Specimen Contract* is a template Contract and will be modified or adapted as required, depending on the exact nature of the services proposed and accepted.
- c. Any final Contract for large airtanker Services will include a number of additional conditions to those in the *Specimen Contract*. Some of these are indicated in the *Large Airtanker Services Supplementary Requirements* document.
- d. No Contract will exist between the parties until such time as either a Contract is signed by both NAFC and the Contractor; or when a Contractor receives a letter from NAFC explicitly confirming the commencement of a Contract.
- e. 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**

- a. This Request for Proposals requires that any proposals submitted are based on a Contract Period of three years (which in the case of Primary Contracts will provide at least three Service Periods) plus two optional one year extensions commencing in 2018-19. This Contract Period is often referred to as "3+1+1".
- b. NAFC may consider alternative Contract Periods (other than 3+1+1) where it can be clearly demonstrated that the alternative arrangements will provide substantial service and/or pricing benefits. Proposals for alternative Contract Periods should clearly outline the proposed arrangements and the likely benefits in the response to Stage 1. Where appropriate, NAFC may invite proposers to further develop and price alternative

Contract Periods. Alternative Contract Periods will normally only be considered if a fully compliant proposal (i.e. a 3+1+1 proposal) is also submitted.

#### **4.3 Aircraft utilisation**

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

#### **4.4 Air Operator's Certificate holder as Contractor**

NAFC requires that the actual holder of the Air Operator's Certificate (**AOC**) under which the Services are provided must be a party to the Contract and is jointly and severally liable with any other Contractor parties to ensure the provision of the Services.

#### **4.5 Contracting with overseas operators**

- a. It is possible for NAFC to contract directly with Aircraft operators that are not domiciled or based in Australia, however 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. There are some specific contract requirements that need to be met within Australia – for example Performance Bonds, where required, must be raised with approved financial institutions based in Australia. The nominated manager of any Contract must also be based in, or have a delegate acceptable to NAFC, in Australia.
- c. Where a Contract with a Contractor who is not based in Australia is contemplated, a specific risk management plan may be required to be prepared at the prospective 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. Where the proposed Contractor is a subsidiary company or intends to contract as a trustee, NAFC may require as a condition of acceptance of a proposal, that a guarantee or indemnity be given by the parent company or by some or all of the beneficiaries of the trust in respect of the Contractor's obligations in performance of the Contract.
- b. NAFC will determine the terms of any such guarantee or indemnity. The costs of providing any security in the form of a guarantee or indemnity will be borne by the Contractor.
- c. In the case of Primary Contracts, NAFC will require the Contractor to establish and maintain a Performance Bond (such as a bank guarantee) for the Contract Period.

## **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 RFP, NAFC makes no representations or warranties that the content or any information communicated or provided to proposers during this RFP process is, or will be, accurate, current or complete.
- c. If a proposer finds or reasonably believes that it has found any discrepancy, ambiguity, error or inconsistency in this RFP 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, 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 and systems 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 this RFP process.
- k. NAFC will treat information provided by proposers as confidential. Notwithstanding this, NAFC may disclose confidential or other information provided by proposers, to its Members, advisers, officers, employees or subcontractors in order to conduct the procurement process or to prepare and manage any resultant contract; or to defend any claim or proceeding in relation to the procurement process or any resultant contract, or which is in the public domain other than due to a breach of the relevant obligations of confidentiality; and as otherwise required by law.
- l. Proposers are required to keep confidential any NAFC information, including confidential information, relating to any aspect of the procurement process.

- m. NAFC will also collect, use and dispose of personal information from a proposal in accordance with the *Privacy Act 1988 (Cth)*, and as set out in NAFC's Privacy Policy.
- n. 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 RFP;
  - ii. be fully informed as to the requirements of NAFC and the potential obligations of proposers and subsequent Contractors;
  - iii. have addressed in its entirety the evaluation criteria detailed in this information; and
  - iv. 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.
- 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 RFP or any subsequent Contract arising out of this RFP, 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. 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.
- s. 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.
- t. Proposers accept that NAFC or approved bodies acting on behalf of 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 last 3 years for all companies; financial referees, bankers and guarantors. Failure to comply with such a request may result in the proposal not being progressed.
- u. Proposers accept that at any stage during this RFP process, proposers may be subject to assessment or audit by NAFC or approved bodies acting on behalf of NAFC. Failure to submit to an audit may result in the proposal not being progressed.
- 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. Failure to comply with such a request may result in the proposal not being progressed.

- w. Without limiting NAFC's rights in this RFP, NAFC may at any time, in its absolute discretion, during the process:
  - i. shortlist one or more proposers;
  - 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**

- a. Each proposer may submit a proposal to supply one or more of the Services listed in Appendix 1: Table of Services.
- b. Only one submission is permitted for each individual proposer. This single proposal should include all of the Services for which the proposer wishes to be considered and all of the options for providing each Service. Care should be taken to ensure that all the necessary information is provided in respect of each option put forward.
- c. An individual proposer may be a consortium or partnership. If a Contract results, each participant in the consortium or partnership will be a party to the contract and will be jointly and severally liable for delivery of the Services.
- d. A member of a consortium or partnership may also submit a proposal in their own right or as part of another consortium or partnership. In such cases each proposal will be treated as independent, separate and complete proposals and will be evaluated separately.

## **5.3 Demonstrations**

Where a proposer wishes to demonstrate a capability to NAFC or its Members, it is expected that such demonstrations would be at the proposer's own cost. Should any organisation envisage conducting a demonstration, details must be included in the response to this RFP. This will enable NAFC and its Members to make informed decisions regarding the allocation of resources to evaluate trials and demonstrations.

#### 5.4 Compliance

- a. A full compliance statement is NOT required for this Request for Proposals. Instead, for any proposed **non-compliance or partial-compliance** to one or more clauses of the *Specimen Contract*, *Large Airtanker Services Supplementary Requirements* or the other requirements of this RFP, the proposer is asked to include the required information in the provided *Contract and Other Compliance* response form. Required information includes the clause and Schedule reference (if applicable), an outline of the issue, and any proposed alternative to the clause/statement in question. The proposer should also include any proposed resolution or a description of any benefits of non-compliance or partial compliance.
- b. Except in the case of clauses identified as '*preferred*', '*strongly preferred*' or '*optional*', unless otherwise explicitly stated in the *Contract and Other Compliance* response form it will be assumed that the proposer intends to comply with all applicable clauses of the *Specimen Contract* including the applicable Schedules, the *Large Airtanker Services Supplementary Requirements* and other requirements of this RFP.
- c. For those relevant clauses and notes in the *Specimen Contract*, including the Schedules, and the requirements of this RFP that are annotated as "*preferred*", "*strongly preferred*" or "*optional*", unless otherwise explicitly stated in the proposal response it will be assumed that the proposer does not comply with these clauses or requirements.
- d. Before completing the *Contract and Other Compliance* response 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 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 and Other Compliance* response form submitted applies to all options proposed.
- e. If proposers believe that they significantly exceed the requirements of any clause of the *Specimen Contract* and *Large Airtanker Services Supplementary Requirements* 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 each of the Services. 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 as proposed at the Initial Proposals Stage.

## 5.6 Use of ARENA

- a. NAFC maintains a web-based system (**ARENA**) within which all organisations operating firefighting aircraft in Australia enter and maintain information regarding their company, aircraft, equipment and crew.
- b. For this RFP, proposers are NOT required to register their organisation and aircraft in ARENA. All proposals are instead to be submitted as complete proposals to the NAFC Electronic Tender Portal operated by TenderLink (see below). Note that this process is different to that used in ITT AFS 2018+, which required information to be entered in ARENA
- c. Proposers are however welcome to create an online account in ARENA and enter details about their organisation and proposed aircraft, as this may assist NAFC to streamline the evaluation process and will facilitate efficient administration of any Services that are eventually contracted. Whether or not these details are in ARENA will have no bearing on evaluation scoring of responses to this RFP.
- d. ARENA can be found at <https://arena.nafc.org.au>

## 6. LODGEMENT OF PROPOSALS

### 6.1 Lodgement

- a. Proposals may only be lodged using the NAFC Electronic Tender Portal operated by TenderLink.
- b. Proposers will need to register with TenderLink in order to lodge a proposal.
- c. Details about how to respond and how to use TenderLink for the purposes of responding to this RFP are contained in Appendix 2 of this document.
- d. In order to submit a proposal, there are a number of template documents (Response Forms) that need to be downloaded from TenderLink, completed and then uploaded back to TenderLink. These response forms include a number of scenario forms. Proposers will be directed to these forms as they work through the online submission process. No free form or printed responses will be required. Proposers will be able to load visual content such as photographs but only in specified response areas.
- e. An outline of the required response can be found in Part C of this RFP document.
- f. 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 date and time

- a. The Request for Proposals closing date and time will be :  
**13:00 Australian Eastern Daylight Time on Wednesday 24 January 2018**  
Proposals must be lodged by the closing time.
- b. Proposers will be able to amend and re-submit proposals that have already been lodged **providing that they are resubmitted before the closing time.**
- c. Proposers will NOT be able to submit, amend or resubmit a proposal after the closing time
- d. Proposers **must** allow for any and all possibilities when determining when to submit their proposals. Considerations may include, amongst other things:
  - i. the number and file size of response forms and proposer specific documents to upload to the TenderLink system; and
  - ii. potential problems with a proposer's access to the internet or Internet Service Provider; and
  - iii. peak traffic volumes on the TenderLink system particularly near the closing time of the procurement process, making it slow or difficult to upload documents.
- e. NAFC strongly recommends loading and submitting proposal responses well before the closing time and date, and that proposers carefully read and follow all instructions as to how to correctly submit a proposal in Appendix 3.
- f. NAFC cannot access any proposals submitted until after the closing time.
- g. NAFC accepts no responsibility for late, incomplete or incorrectly submitted proposals.

## 7. FURTHER INFORMATION

- a. Proposers should post all queries regarding the content of this RFP and the *Specimen Contract* via the TenderLink forum system. If proposers have difficulties using the forum then the query may be directed via email to [tenders@nafc.org.au](mailto:tenders@nafc.org.au).
- b. Other communications with NAFC personnel or with any consultants assisting NAFC, regarding this Request for Proposals process are not permitted.
- c. Further general background information on NAFC and Aerial Firefighting in Australia may be obtained at the NAFC website: [www.nafc.org.au](http://www.nafc.org.au)
- d. In some circumstances answers to any questions submitted regarding this Request for Proposals will be provided as Addenda to this Request for Proposals in the TenderLink 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**

#### **1.1 General**

- a. Proposals are invited for the supply of large airtanker Services as outlined in this document.
- b. Proposals are also optionally invited for the supply of associated supervision aircraft.
- c. This Request for Proposals is intended to identify and examine only large airtanker solutions that:
  - i. are fully developed and are currently available; or
  - ii. are in development and will be available for fully operational implementation by 1st September 2018; and
  - iii. meet the other requirements of this RFP, the *Specimen Contract* and the Large Airtanker Supplementary Contract Requirements.
- d. This RFP anticipates that the required Services will be provided through turnkey service provision from suitably qualified and capable commercial service providers. Except where specifically advised, this model requires contracted “full service” turnkey operations – the arrangements must include provision of all ancillaries, pilots, crew, crew training, fuel, other consumables, supervision, support, maintenance, servicing, insurance etc. necessary to provide a Service.
- e. For clarity, full service extends beyond the type of arrangements that are often referred to in the industry as “dry-lease”, “wet-lease” or “ACMI”. These business models are not acceptable.
- f. 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 aerially delivered. Proposers should, however, specify any additional capabilities that they can offer for supply, delivery and mixing or loading of Fire Suppressants or Fire Retardants.
- g. For the purposes of this RFP, full service does NOT at this stage require the provision of certain specified facilities at the Nominated Operational Base, which would normally be expected in other NAFC contracts. (Refer to RFP Part B section 1.9)

#### **1.2 Summary of service requirements**

- a. The services required are laid out in this RFP and the *Specimen Contract* including the *Large Airtanker Services Supplementary Requirements*. 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 responds 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. 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.
- b. It is anticipated that any contract executed pursuant to this RFP will be “3+1+1”; that is for three years (2018-19 and 2019-20 and 2020-21) with options to extend for 2021-22 and 2022-23. Alternative Contract Periods may be considered (Refer to RFP Part A section 4.2).
- c. 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, and may be extended. Normally there will be only one core Service Period in any one year of the Contract Period, coinciding with that year’s bushfire season.
- d. Service Periods for NAFC Primary and Secondary Contracts may be likened to periods referred to as *Minimum Availability Periods* or “MAPs” in some other countries.
- e. During the Service Period the aircraft and crew will be based at the Nominated Operational Base specified in the Contract, unless otherwise agreed.
- f. The commencement date of each Service Period is notified in advance to the Contractor in accordance with the **Notice Period**.

### 1.5 Contract types

- a. Large airtanker Aerial Firefighting contracts may be either **Primary Contracts, Secondary Contracts, Enhanced Call When Needed (ECWN) Contracts** or **Call When Needed (CWN) Contracts**
- b. For **Primary Contracts**, the Contractor will be required to provide the Service for at least one core Service Period during each year of the Contract Period.
- 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 Services will be required for the season. Once a Service Period is activated for a season, it will be of the specified minimum length unless otherwise agreed with the Contractor. It is quite possible 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. Understanding that a Secondary Contract provides no guarantee of work, the offset for this obligation to provide the Service when notified is that holders of Secondary Contracts will be prioritised when a NAFC Member is seeking to engage additional resources for a fire season.

- d. Sometimes Aerial Firefighting Services are provided to Members on a **Call When Needed** 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 that are the subject of a formal prearranged Contract. For CWN Services there is usually no specific obligation, other than best endeavours, for the Contractor to accept a CWN engagement if it is offered.
- e. Under an **Enhanced Call When Needed** Contract 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 certain 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 4.5.

## 1.6 Availability levels

- a. For large airtanker Primary Contracts, **Absolute Availability** is normally envisaged. Absolute Availability is also normally required for Secondary Contracts once a Service Period has been activated; and for CWN and 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 immediately available and airborne within 15 minutes<sup>1</sup> of notification of dispatch.
- b. A Primary Contract for Absolute Availability may be likened to contracts known as “Exclusive Use” in some other countries.
- c. For some Primary and Secondary Contracts (if activated) **Partial Availability** may be considered. 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 in accordance with conditions specified in the Contract. A requirement to provide the Service on a particular day is known as “Commitment” and may involve standing by for dispatch at, for example, 15 minutes notice and/or may involve actual operations. Normally a Service will only be required to be at Commitment status on days of relatively high fire risk.

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<sup>1</sup> The 15 minute figure used here is illustrative. This is the Nominated Response Time. The actual contracted figure for Nominated Response Time will depend on various factors, and will be based on information provided by the proposer.

- 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 two to twelve hours in advance of a requirement for Commitment status – i.e. of a requirement to standby or to work.
- e. To be clear, for a Partial Availability Secondary Contract, if a minimum 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, as notified in advance, during that Service Period.
- f. At this stage, if any Call When Needed or Enhanced Call When Needed Contract is proceeded with pursuant to this RFP, then it will require the equivalent of Absolute Availability during any period of actual engagement.

### **1.7 Multiple annual Service Periods – hybrid availability**

- a. NAFC currently has a number of Primary Contracts which include multiple consecutive Service Periods during any one year of the Contract, with differing levels of availability. This is primarily to provide for coverage during the “shoulders” of the fire season. For example only, a typical arrangement may see, in each year:
  - i. Service Period 1: 14 days of Partial Availability (with 12 hour notice of Commitment); followed by
  - ii. Service Period 2: the “core” period of 84 days of Absolute Availability (plus any extension to the 84 days if required); followed by
  - iii. Service Period 3: 14 days of Partial Availability (with 12 hour notice of Commitment).
- b. It is acknowledged that this type of arrangement may be less practicable for aircraft that are based overseas or regularly service northern and southern hemisphere fire seasons. As such, this RFP does not specify multiple annual Service Periods. However if proposers are in a position to supply Services on this basis, then this should be spelt out in detail in their proposal, including any limitations that may apply. For evaluation purposes, proposals that provide for multiple Service Periods will be treated as preferred.

### **1.8 Notice Periods**

- a. The Notice Period is the minimum number of days, required to advise the Contractor in advance of the commencement date for a Service Period.
- b. For any Service contracted pursuant to this RFP, the Notice Period will be specified in the final Contract, and will be based on information provided by the proposer. Proposers must specify their preferred Notice Periods.
- c. 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 56 days.
- d. Shorter Notice Periods are strongly preferred (i.e. if proposers can specify relatively short Notice Periods, this will be treated favourably in the evaluation).

- e. NAFC will give consideration to including additional constraints or parameters around Notice Periods if that will assist in providing shorter Notice Periods. For example only, a proposal could specify a Notice Period for a particular Service of say 10 days, provided that the Service Period commencement date for that Service is between specified dates in any year. However Notice Periods that are not subject to constraints are preferred.

## 1.9 Nominated Operational Bases

- a. During any Service Period the large airtanker (and associated supervision aircraft, if applicable) must be based at the specified Nominated Operational Base (NOB).
- b. For this RFP, NOBs are specified for each Service in the Table of Services. Alternative NOBs will be considered, provided that they adequately support the particular Service. If proposers consider that a particular Service would be more efficiently based at a different NOB this should be described in detail in the proposal (e.g. because the proposer has existing facilities, or because of operational limitations at the specified NOB).
- c. Proposers will note that the scenarios described in Part C of this document require that the large airtanker uses specified airports. These scenarios are only to enable a consistent comparison of proposals and are not intended to suggest that any airport is a preferred or required NOB.
- d. Proposers will note that the *Specimen Contract* requires that the Contractor provides all facilities required to support the Service at the NOB including but not limited to, communications, security, Personnel and office accommodation and maintenance facilities. The *Specimen Contract* also requires that the Contractor meet the costs of landing and parking fees at the NOB.
- e. Notwithstanding the requirements of the *Specimen Contract*, for the purposes of this RFP, in respect of Primary and Secondary contracts:
  - i. Where RAAF Richmond is specified as the NOB, the Proposer may assume that:
    - A. landing and parking fees are not payable;
    - B. basic, limited storage facilities for aircraft spares and equipment may be made available at nil charge by the ADF or Member;
    - C. basic office and crew ready room facilities, accommodating three to four persons and with low-speed internet access (with no backup) are made available at nil charge by the ADF or Member;
    - D. any requirements outside of these provided facilities will need to be arranged and paid for by the Contractor; and
    - E. the Contractor is not required to provide any facilities for Member Personnel or other contractors.
  - ii. Where a non-ADF airport is specified as the NOB, the Contractor may assume that:
    - A. the airport is a security-controlled airport;



- B. landing fees for operations conducted on behalf of the Contractor (eg mobilisation, testing, maintenance) are payable by the Contractor to the airport operator, at a rate agreed between the Contractor and the airport operator;
  - C. the cost of landing fees for dispatches of the Aircraft by a Member will be met by the Member;
  - D. aircraft parking and ramp fees are not payable by the Contractor (ie they will be met by the Member);
  - E. basic office and crew ready room facilities, accommodating three to four persons and with low-speed internet access (with no backup) are made available at nil charge by the Member;
  - F. any requirements outside of these provided facilities will need to be arranged and paid for by the Contractor; and
  - G. there is no requirement for the Contractor to provide facilities for Member personnel or other contractors.
- f. Notwithstanding the requirements of the *Specimen Contract*, for the purposes of this RFP, in respect of CWN and ECWN Contracts:
- i. The Proposer should nominate a preferred NOB in Australia that will provide the default base when a Service is activated;
  - ii. At the proposed NOB:
    - A. landing fees for operations conducted on behalf of the Contractor (eg mobilisation, testing, maintenance) are payable by the Contractor to the airport operator, at a rate agreed between the Contractor and the airport operator;
    - B. the cost of landing fees for dispatches of the Aircraft by a Member will be met by the Member;
    - C. aircraft parking and ramp fees are not payable by the Contractor (ie they will be met by the Member);
    - D. there is no requirement for the Contractor to provide facilities for Member personnel or other contractors; and
    - E. arrangements regarding provision of other facilities such as office and crew ready room facilities will vary depending on the actual location. Proposers should describe available facilities in their proposal, along with any arrangements already made with the airport operator.
- g. The assumptions in paragraphs (e)(e.i) and (e.ii) and (f)(i) and (ii) above are principally to enable consistent comparison between proposals and options. Actual onsite arrangements may differ. Where actual arrangements differ, this will be reflected in any contract prepared for execution, and appropriate adjustments to pricing (reflecting actual reasonable costs to the Contractor) will be negotiated with the respective preferred proposer.

- h. 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. Where relocation is required, unless other specific provisions for relocation are in the Contract, the relevant Member would normally meet the Contractor's actual reasonable additional out of pocket costs (i.e. the marginal costs incurred above those that apply to basing at the original NOB).

#### **1.10 Days off**

- a. 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 during Daylight for 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 crew duty day.
- b. These contract requirements also effectively mean that the Contractor must have the capacity to conduct aircraft maintenance “out of hours”, so as not to compromise availability during the day.

#### **1.11 Fuel and other consumables**

- a. All large airtanker Services and supervision aircraft Services are offered on the basis of **Wet-B** fuelling. For **Wet-B** fuelling, 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 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, hydraulic fluid, etc.
- c. Proposals must include comprehensive details of proposed fuelling arrangements.
- d. Where Richmond RAAF Base is specified as the NOB, the Contractor may assume for the purposes of pricing that:
  - i. F34 fuel is available from the Australian Defence Force Movements section;
  - ii. fuel is delivered by an on-airport tanker capable of pressure refuelling; and
  - iii. the Contractor will be invoiced for fuel delivered by the ADF at the Caltex Reference Price for Jet A1 fuel at Sydney (Code 500).
- e. The assumptions in paragraph (d) above are principally to enable consistent comparison between proposals and options. Actual, contracted onsite arrangements and prices may differ. Where actual arrangements differ, this will be reflected in any Contract prepared for execution, and appropriate adjustments to pricing (reflecting actual reasonable costs or savings to the Contractor) will be negotiated with the respective preferred proposer.

## 1.12 Carriage of passengers

- a. Some Services require or prefer the aircraft to be capable of carrying passengers. Where passenger carriage is required, the organisation and aircraft must be capable of doing so as a Charter<sup>2</sup> under the Instrument Flight Rules (IFR).
- 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: Definition of Passenger Carrying Capability for firefighting aircraft*.
- c. For those large airtanker Services where carriage of passengers is **not required**, proposers of large airtankers that are in any case capable of carrying passengers should still provide a Passenger Carrying Capability number. (If the airtanker or organisation is not capable of Charter operations, the PCC is zero.)
- d. Passenger carriage is **required** for supervision aircraft. 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 as a Charter, 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 excepted 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 referred to as Aerial Work. However all other aspects of the operation must still 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.

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<sup>2</sup> 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 RFP, ‘Charter’ means the rules applied are those applicable at the time to an air transport operation for the non-scheduled carriage of passengers for hire or reward (by small or large aircraft, as applicable, in what is likely to become CASR Part 135 and CASR Part 121 respectively). 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.

## **2. AIRCRAFT REQUIREMENTS**

### **2.1 Safety**

Safety is the highest priority in all operations. Fundamentally the aircraft must be safe to operate in the 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 Airtanker role**

- a. The principal role for the airtankers sought through this RFP is the rapid, consistent and flexible delivery to bushfires of Fire Retardant or Fire Suppressant that is loaded onto the aircraft at land-based filling stations.
- b. Larger airtankers will often be utilised where the distance between the Fire Retardant/Fire Suppressant filling/refilling station and the target fire exceeds the distance considered efficient for Type 4 fixed wing airtankers or rotary wing aircraft; or where large volumes of Fire Retardant/Fire Suppressant are required to be delivered in a relatively short time frame. As such, the transit speed and operating radius of a large airtanker are important factors in assessing advantages of large airtankers compared to alternative aircraft types.
- c. Larger airtankers may be used in rapid initial attack, extended attack or in a range of other tasks including direct protection of assets from fire.

### **2.3 The large airtanker**

- a. NAFC is looking for specific attributes and performance from a large airtanker. The following points highlight some of these requirements. The *Specimen Contract* along with the *Large Airtanker Services Supplementary Requirements* explain these further.
- b. It is strongly preferred that the aircraft type has a proven history in firebombing.
- c. Large airtankers must be powered by gas turbine engines (including turboprop, turbojet and fanjet).
- d. Multi-engine aircraft are required. The aircraft must have the performance to safely deal with the failure of a critical engine at a critical point, without necessarily relying on immediately dropping the load of Fire Suppressant or Fire Retardant.
- e. Large airtankers must have appropriate flight characteristics and performance to manoeuvre the Firebombing Delivery System safely and effectively to the fire, drop the load and depart.
- f. Runway performance (take-off and landing distance, over obstacles) is an important factor for Australian operations, where there are relatively few airports with long, paved runways.
- g. Ground turning circle, ramp space requirements, tyre pressures/pavement loading and aircraft noise restrictions are also important considerations, as operations from Australian airports may be limited by these factors.

- h. Aircraft should not be subject to issues which may limit ground turnaround times e.g. brake cooling times.
- i. Aircraft should ideally not be subject to issues which unduly limit aircraft performance when configured for firebombing, such as speed or altitude restrictions.
- j. Aircraft capable of landing when loaded with Fire Suppressant or Fire Retardant, or at least with a partial load, are preferred.
- k. As far as practicable, it is preferred that the aircraft operation should be reasonably self-sufficient and not rely on the provision of specialised ground support equipment.

## **2.4 Large Airtankers and Very Large Airtankers (VLAT)**

- a. Type 1 and Type 2 large airtankers, including aircraft generally categorised as Very Large Airtankers or VLATs, will be considered for the Services specified in the Table of Services at Appendix 1, provided that they meet the requirements of each Service.
- b. Selection of the solutions that will progress through this RFP process will be based according to which solutions best meets Members' needs and offers the best value for money within available funding, as based on the evaluation criteria. This will occur irrespective of the categorisation of an aircraft as a VLAT or otherwise.

## **2.5 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: Approval of Firebombing Delivery Systems*; and
  - ii. meet the other requirements of the *Specimen Contract* and the *Large Airtanker Services Supplementary Requirements*.

*NAFC is prepared to consider Firebombing Delivery Systems that do not necessarily meet all of the current requirements, but potentially offer other advantages. Proposers must include detailed information regarding any such Firebombing Delivery System, specifically highlighting the advantages of non-compliance.*

- b. Requirements for the Firebombing Delivery Systems (which comprise the tank, gate or doors, controllers and software, and any associated sub-systems) are contained in this document, including *Appendix 2 Large Airtanker Services Supplementary Requirements*, in the NAFC Standards and the *Specimen Contract*. In essence, any airtanker must safely, repeatedly and consistently deliver Fire Suppressant and Fire Retardant in an acceptable, uniform, evenly distributed pattern on the ground.
- c. The Firebombing Delivery System must be capable of satisfactorily loading and delivering Fire Retardant and Fire Suppressant.
- d. The system must also be capable of delivering Fire Retardant and Fire Suppressant 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. Ground

coverage levels greater than Coverage Level 6 (about 2.5 litres per square metre) are required. Ground coverage of up to CL10 is preferred.

- e. The Firebombing Delivery System must be capable of “splitting” loads (i.e. making successive drops from the same load) and must be capable of operator adjustable flow rates.
- f. It is NAFC’s experience that aircraft equipped with Firebombing Delivery Systems that include “constant-flow” devices or design features that provide some form of compensation for variations in tank head pressure, airspeed and other parameters, will often produce the best results. Other approaches, including multi-door systems will be considered provided that they provide uniform coverage, consistency, repeatability and reliability.
- g. It has been found that the time taken to fill the aircraft’s Firebombing tank can have an important effect on productivity. 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).
- h. Proposals must include all relevant information that demonstrates how any proposed aircraft and its Firebombing Delivery System meets the Service requirements

## **2.6 IAB approval**

- a. It is preferred that large airtankers proposed have achieved at least Interim approval from the United States Interagency Airtanker Board (**IAB**) or are capable of receiving at least Interim Approval from the IAB before September 2018.
- b. It is strongly preferred that contracted large airtankers have full approval from the IAB.
- c. Proposers of aircraft that do not currently hold full approval from the IAB should describe in detail the current status of any approval.

## **2.7 Associated supervision aircraft**

- a. Supervision aircraft proposed in this RFP will be treated as associated supervision aircraft – i.e. they will be associated with a particular airtanker, supplied (or sub-contracted) by the same organisation that supplies the airtanker and will normally be based at the same NOB, for the same Service Period as that airtanker.
- b. Provision of associated supervision aircraft is optional, and proposals are not required to include supervision aircraft. However proposed supervision aircraft will be evaluated on their merit and value for money not only in undertaking the supervision aircraft role, but also in terms of the overall value that they contribute to the large airtanker “package” proposed.
- c. NAFC does reserve the right to obtain supervision aircraft Services separately from large airtanker Services.
- d. The Associated supervision aircraft Services described in this RFP will only be proceeded with if appropriate value for money solutions are identified. If suitable supervision aircraft are not contracted through this RFP process, NAFC will procure suitable Services through separate processes.

- e. Proposers may put forward various options for supervision aircraft (e.g. different aircraft types) associated with each large airtanker.
- f. Proposals for non-associated supervision aircraft only (i.e. without also proposing a large airtanker) will not be accepted in this process.

## 2.8 Supervision aircraft role

- 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 standoff 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 normally conducted 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.

## 2.9 The supervision aircraft

- a. The following points highlight some of specific attributes required of a supervision aircraft. The *Specimen Contract* along with *Appendix 2 Large Airtanker Services Supplementary Requirements* explains these further.
- b. 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 flight profiles appropriate to the airtanker.
- c. Supervision aircraft must be capable of carrying passengers under the Instrument Flight Rules as a Charter, including at night (refer also to Part B clause 1.12).
- d. Multi-engined aircraft are preferred, or if single-engined, must be gas turbine powered.
- e. Single-engined aircraft must meet CASA ASEA requirements (previously known as ASEPTA).
- f. Multi-engined aircraft are required if the supervision aircraft is required to be a Lead Plane.
- g. 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 and efficiently loiter.
- h. The supervision aircraft must have sufficient range and endurance to arrive at an incident and loiter for extended periods without refuelling.
- i. Quality communication is critical to safe, effective Aerial Firefighting operations. Attention is drawn to the communications requirements of the *Specimen Contract* and NAFC Standards
- j. Good visibility from the cockpit and from observer stations is a key requirement. Crew comfort and ergonomics are also important factors.

- k. 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.

## **2.10 Applicable Specimen Contract schedules**

- a. For large airtankers Schedule A and H of the *Specimen Contract* applies. Schedules B, C, D, E and F do not apply to Large Airtankers.
- b. For supervision aircraft Schedule B of the *Specimen Contract* applies. Schedules A, D, E, F and H do not apply to supervision aircraft.
- c. If an organisation proposes to supply supplementary intelligence gathering capabilities on the supervision aircraft then parts of Schedule C may apply.
- d. If an organisation proposes to supply NVIS capabilities on the Aircraft then parts of Schedule G may apply.
- e. If an organisation proposes to provide supplementary mobile refuelling capability then parts of Schedule F may apply.
- f. The contents of Schedule H will be based on *Large Airtanker Services Supplementary Requirements*.

## **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 optional 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 *Appendix 2 Large Airtanker Services Supplementary Requirements*);
  - iv. synthetic vision capabilities on the airtanker and/or the supervision aircraft;
  - v. night firebombing capabilities, generally;
  - vi. other advanced avionics or communications capabilities on the airtanker and/or the supervision aircraft;
  - 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;
  - B. image processing including geo referencing;
  - C. data communication systems; and
  - D. automated (GPS based) mapping.

#### 4. CONTRACT MODELS

The following contracting models are defined for the purposes of this RFP:

##### 4.1 Standard Primary Contract - Absolute Availability

- a. Three year Contract Period with two one year options (3+1+1) to extend to a total Contract Period of five years;
- b. Contract Period commencing mid 2018 (i.e. the first Service Period occurs during the Australian summer of 2018-19);
- c. Minimum Service Period and NOB as described in the Table of Services;
- d. A Service Period occurs during each year of the Contract Period;
- e. Aircraft is available according to the terms described in the *Specimen Contract*. Briefly, this means that the Aircraft is immediately available, at the Nominated Response Time (default 15 minutes, or as otherwise proposed and agreed) during Daylight, 7 days per week. The 'during-Daylight' requirement is normally relaxed to an 8 or 9 hour crew duty period;
- f. The Primary Contract - Absolute Availability model is similar, but not identical, to arrangements referred to as Exclusive Use in some other countries.

##### 4.2 Standard Primary Contract - Partial Availability

- a. Proposals for supply of Services on a Partial Availability basis will be considered for Primary and Secondary Contracts;
- b. *The intent of Partial Availability is to reduce financial risk to NAFC and allow the Contractor more flexibility with crewing or to conduct other work with the Aircraft. The Aircraft is only required to be immediately available to the Member when elevated to Commitment status.*
- c. Three year Contract Period with two one year options (3+1+1) to extend to a total Contract Period of five years;
- d. Contract Period commencing mid 2018 (i.e. the first Service Period occurs during the Australian summer of 2018-19);
- e. Minimum Service Period and NOB as described in the Table of Services;

- f. A Service Period occurs during each year of the Contract Period;
- g. Availability on a Partial Availability basis. Notification of the requirement for Commitment of the Aircraft to be in accordance with agreed conditions; and

*As the intent of Partial Availability is to allow a Contractor more flexibility with the Aircraft and crewing, prospective Contractors should propose suitable Commitment notification times which provide a balance between responsiveness and providing the flexibility required to reduce costs. It is recommended that this period be between two hours and twelve hours.*

- h. When elevated to Commitment status, the Aircraft is available on the same basis as an Absolute Availability Service.

#### **4.3 Standard Secondary Contract - Absolute Availability**

- a. Three year Contract Period with two one year options (3+1+1) to extend to a total Contract Period of five years;
- b. Contract Period commencing mid 2018;
- c. No guarantee of a Service Period occurring during the Contract Period;
- d. If a Service Period is activated, it will be of the minimum length and at the NOB described in the Table of Services (commencing on a date notified in accordance with the Proposer's specified Notice Period); and
- e. If a Service Period is activated, Aircraft availability is on the same basis as for the Primary Contract – Absolute Availability model.

#### **4.4 Standard Secondary Contract - Partial Availability**

- a. Three year Contract Period with two one year options (3+1+1) to extend to a total Contract Period of five years;
- b. Contract Period commencing mid 2018;
- c. No guarantee of a Service Period occurring during the Contract Period;
- d. If a Service Period is activated, it will be of the minimum length and at the NOB described in the Table of Services. (commencing on a date notified in accordance with the Proposer's specified Notice Period); and
- e. If a Service Period is activated, Aircraft availability during the Service Period is on a Partial Availability basis i.e. equivalent to that required for a Primary Contract – Partial Availability.

#### **4.5 Enhanced Call When Needed (ECWN)**

- a. Three year Contract Period with two one year options (3+1+1) to extend to a total Contract Period of five years;
- b. Contract Period commencing mid 2018;

- c. Aircraft generally remains at operator's home base or other agreed location (acknowledging that these locations may not necessarily be in Australia);
- d. Service is able to be activated on an ad hoc basis with specified, agreed notice.

*Proposers interested in providing an ECWN Service should specify the amount of notice, in full days, that would realistically be required to activate the Service and have the Aircraft, and supervision aircraft if applicable, available at the NOB in Australia. It is recommended that this period be between two days and ten days.*

- e. Enhanced Call When Needed arrangements only apply during an ECWN period in each year, to be negotiated and agreed with the Contractor, but generally reflecting all or part of the Australian summer bushfire season (November – April);
- f. The Contractor is obliged to respond to an activation and provide the Service, provided that notice is given in accordance with the Contract terms and conditions, during the agreed ECWN period;
- g. The NOB for when an ECWN Service is engaged is a location in Australia as proposed by the Contractor and agreed by NAFC; or as otherwise agreed at the time of engagement;
- h. Whilst engaged on ECWN, the Service is to be available on a basis equivalent to Absolute Availability; and
- i. Minimum period of any ECWN engagement is 7 continuous days, extendable in 7 day blocks.

#### **4.6 Call When Needed (CWN)**

- a. Three year Contract Period with two one year options (3+1+1) to extend to a total Contract Period of five years;
- b. Contract Period commencing mid 2018;
- c. Normal Call When Needed arrangement. Service is activated on an ad hoc basis. The Contractor is not obliged to respond to an activation, but will use best endeavours to provide a Service;
- d. The NOB for a CWN Service when engaged is a location in Australia as proposed by Contractor and agreed by NAFC; or as otherwise agreed at the time of engagement;
- e. Whilst engaged on CWN, the Service is to be available on a basis equivalent to Absolute Availability;
- f. Specific conditions applicable to CWN engagement, such as minimum period of engagement, mobilisation charges etc are as proposed by the Contractor and agreed by NAFC.

## 5. PRICING

### 5.1 General

- a. Pricing is required to be provided for each of the specified Services that the proposer wishes to supply.
- b. A Pricing Form is provided for each Service, specific to that Service. Copies of any Pricing form may be made where different options are being proposed for the same Service. The blank Pricing Form provided may also be used for this purpose.
- c. Proposers are strongly encouraged to tender discounted prices for the provision of multiple Services or combinations of Services.
- d. Proposers are encouraged to provide discounted prices for any extensions beyond the minimum Service Period (e.g. if the minimum Service Period is 84 days, then the daily Standing Charge for any days that the Service is required in excess of 84 days would be reduced);
- e. When formulating pricing, proposers are reminded to note the clauses in the *Specimen Contract* which deal with inclusions and exclusions from Service payments, e.g. those costs which are defined as forming part of the Standing or Operating Charges and other costs which may be reimbursed.
- f. However, proposers are also reminded of the differences from the *Specimen Contract* that apply for this RFP only, in relation to costs applicable to operating from the NOB. See also RFP Part B section 1.9
- g. Proposers offering preferred, optional or additional capabilities must ensure that their proposal clearly specifies whether an extra price applies to provision of these capabilities. If an extra price applies, it must be clearly and separately specified;
- h. All prices submitted are required to be in Australian dollars (AUD).
- i. All prices submitted are required to be quoted on a GST exclusive (i.e. "plus GST") basis.
- j. Pricing information will be treated as commercial in confidence by NAFC and its Members, to the extent permitted by law.
- k. Proposers are advised that the pricing information submitted in proposals will be made available to Members as required to undertake the evaluation process.
- l. Proposers are advised that the total value of any contract ultimately entered into may be published, in accordance with the procurement requirements of Members.
- m. Proposers should ensure that they submit their most competitive prices at this stage of the process.
- n. 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 this RFP. Failure to provide satisfactory justification when requested may result in exclusion from the process at that time.

- o. Proposers are encouraged to provide price details of additional optional capabilities (RFP Part B Schedule 3) that are included in the Contract Price, or other capabilities that may be available at extra cost.

## 5.2 Differences from Specimen Contract

- a. For the purposes of pricing proposers are reminded of the differences from the *Specimen Contract* associated with Nominated Operational Bases. Refer to 1.9 e)
- b. For the purposes of pricing there is no requirement for the contractor to supply any mixing and loading facilities at the NOB.
- c. Notwithstanding clause 1.3 of Schedule 3 of the *Specimen Contract* proposers may specify separate mobilisation and demobilisation charges if desired.

## 5.3 Pricing optional Partial Availability

- a. Primary Contract and Secondary Contract Services in the *Table of Services* are designated as Absolute Availability in the first instance, however provision of these Services on a Partial Availability basis will be considered.
- b. The option to propose Partial Availability pricing is intended to allow proposers to be creative with solutions that will provide the required responsiveness to bushfires, but will also potentially reduce financial risk and total costs to NAFC.
- c. For each of the Services denoted in the *Table of Services* as “Partial Availability will be considered”:
  - i. Two pricing forms for each Service are provided (Absolute Availability and Partial Availability prices);
  - ii. proposers are not obliged to submit prices applicable to Partial Availability;
  - iii. proposers are not obliged to submit prices applicable to Absolute Availability;
  - iv. proposers may submit prices for both Absolute Availability and Partial Availability, as options.

## 5.4 Pricing structure

- a. It is recommended that pricing be submitted as follows:
  - i. for **Primary Contract, Absolute Availability**:
    - A. Standing Charges for availability for each day of the minimum Service Period; plus
    - B. Standing Charges for each day by which the Service Period is extended beyond the minimum; plus
    - C. Operating Charges applicable during the minimum Service Period; plus
    - D. Operating Charges applicable during any extensions to the Service Period beyond the minimum; plus

- E. Operating Charges applicable to Ferry Flights (refer to notes on Pricing Data response form for more information); plus
  - F. Mobilisation Charge, if applicable; plus
  - G. Demobilisation Charge, if applicable; plus
  - H. Standing and/or Operating Charges applicable to ad hoc engagement outside of any Service Period.
- ii. for **Primary Contract, Partial Availability** (if applicable):
- A. Standing Charge – if required\* - per day for each day of the minimum Service Period; plus
  - B. Standing Charge – if required\* - per day for each day by which the Service Period is extended beyond the minimum; plus
  - C. Commitment Charge per day for any day the Aircraft is elevated to Commitment status (i.e. is required to be on standby or to work); plus
  - D. Operating Charges applicable during minimum Service Period; plus
  - E. Operating Charges applicable during any extensions to the Service Period beyond the minimum; plus
  - F. Operating Charges applicable to Ferry Flights (refer to notes on Pricing Data response form for more information); plus
  - G. Mobilisation Charge, if applicable; plus
  - H. Demobilisation Charge, if applicable; plus
  - I. Standing and/or Operating Charges applicable to ad hoc engagement outside of any Service Period.

*\* For Partial Availability, a Standing Charge could be expressed as a daily charge or alternatively in terms of a minimum amount of use, or as a minimum number of days of Commitment. For example only, some Partial Availability Contracts may not specify a separate Standing Charge, but may instead require that the Commitment Charge be paid for a minimum number of days during the Service Period.*

- iii. for **Secondary Contract, Absolute Availability**:
- A. As per a Primary Contract, Absolute Availability, bearing in mind that the charges apply if, and only if, a Service Period is activated in any year of the Contract Period. It is envisaged that no charges would apply if a Service Period is not activated in any year of the Contract Period.
- iv. for **Secondary Contract, Partial Availability**:
- A. As per Primary Contract, Partial Availability, bearing in mind that the charges apply if, and only if, a Service Period is activated in any year of the

Contract Period. It is envisaged that no charges would apply if a Service Period is not activated in any year of the Contract Period.

v. for **Enhanced Call When Needed:**

- A. Retainer or equivalent charge applicable per day, if required, for maintaining overall readiness to respond during the agreed ECWN period; plus
- B. Standing Charge applicable per day for days when the Aircraft is actually engaged (but not applicable during any period of mobilisation and demobilisation); plus
- C. Operating Charges; plus
- D. Operating Charges applicable to Ferry Flights (refer to notes on Pricing Data response form for more information); plus
- E. Mobilisation Charge, if applicable; plus
- F. Demobilisation Charge, if applicable.

vi. for **Call When Needed:**

- A. Standing Charge applicable per day for days when the Aircraft is actually engaged (but not applicable during any period of mobilisation and demobilisation); plus
- B. Operating Charges; plus
- C. Operating Charges applicable to Ferry Flights (refer to notes on Pricing Data response form for more information); plus
- D. Mobilisation Charge, if applicable; plus
- E. Demobilisation Charge, if applicable.

- b. Proposers may suggest pricing structures different from those outlined 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.
- c. It is recommended that pricing be separately specified for each aircraft offered, except that where a “pair” of similar airtankers are offered at the same NOB these may be (but do not have to be) offered as a package – for example one Standing Charge covering the provision of both aircraft.
- d. Pricing should be specified separately for any supervision aircraft.
- e. For pricing purposes it may be assumed that an airtanker and any associated supervision aircraft are based at the same NOB, and both commence the Service Period on the same date.

## 5.5 Ad hoc engagement

- a. Proposers are invited to also provide prices for ad hoc engagement of contracted Primary and Secondary contract Services outside the defined Service Periods.
- b. Any engagement of a contracted Primary and Secondary contract Service on an ad hoc basis will be by mutual agreement between the Contractor and a NAFC Member, in other words, the Contractor is not obliged to meet an ad hoc dispatch request outside of a defined Service Period.
- c. Prices for ad hoc engagement of Primary and Secondary contract Services should be provided in the *Pricing Narrative* response form. Any conditions that may apply should be proposed in the *Pricing Narrative* response form.

## 5.6 Annual price adjustments

- a. It is strongly preferred that prices submitted be the same for each year of any contract, or at least for the first three years.
- b. If a proposer does choose to apply annual rise and fall adjustments to prices, then the standard Consumer Price Index (**CPI**) model, only applying to a component of the Contract Price as outlined in the *Specimen Contract*, is preferred. Alternatively actual prices for each year of the Contract may be proposed.
- c. If proposers do elect to apply the standard CPI model for annual rise and fall adjustments, then it should only be applied to that proportion of the charges to which the rise and fall is relevant. For example only, CPI should not be applied to the fuel component of Operating Charges if the Fuel Price Variation model is also applied.
- d. If proposers do elect to apply the standard CPI model for annual rise and fall adjustments, then the percentage of the charges to which the CPI adjustment applies must be provided in the appropriate field of the *Pricing Data response form*. **If no percentage is provided it will be assumed that CPI based annual rise and fall adjustment does not apply.**
- e. A hybrid approach to the application of annual rise and fall adjustment is acceptable. For example only, it would be acceptable for prices to be fixed at the same figure for the first three years of a contract, with CPI or part-CPI adjustment thereafter. Proposers adopting this type of hybrid model should enter the prices for the first three years in Section 4a of the relevant *Pricing Data* response form and provide the additional information in *Pricing Narrative* response form.
- f. The responsibility for protecting Contract Prices from general fluctuations in the value of the Australian dollar rests with the Contractor. The Contractor must take reasonable steps to ensure protection of Contract Prices from any currency changes.
- g. Proposers should note carefully that each *Pricing Data* response form contains two sections for annual price adjustments (4a or 4b). Proposers only need to complete one of these sections.

## 5.7 Exchange rate variations

- a. NAFC has a standard model in the *Specimen Contract* for varying Contract Prices in accordance with variations in the value of the Australian Dollar. This is usually only a



consideration for Services using larger aircraft that are normally domiciled in a foreign country.

- b. NAFC prefers that the Exchange Rate Variation model is not applied to Contract Prices. However if a proposer does elect to apply the Exchange Rate Variation, the proportion of the Contract Price that is subject to the Exchange Rate Variation (the Price Variation Percentage) should reflect only those components of the price that are affected by fluctuations in the exchange rate.

## **5.8 Fuel price variations**

- a. NAFC has a standard model in the *Specimen Contract* for varying the Operating Charge for Wet-A or Wet-B Services according to the price of fuel. Prices are varied on a monthly basis (refer to Clause 2.3 of Schedule 3 of the *Specimen Contract*). Proposers may elect to apply this model. If the tenderer does not elect to apply this model, Operating Charges may be varied according to proposed annual rise and fall adjustment provisions in the Contract Price.
- b. To assist with administration of Fuel Price Variations, NAFC has nominated standard reference sources for variations in fuel prices. If proposers elect to apply the Fuel Price Variation model the source of the Reference Fuel Price will be the Caltex Reference Price Advice Jet A1 – Code 500 Sydney.
- c. Note that the proposed Benchmark Fuel Price and source of the Reference Fuel Price are used only for establishing a ratio, which is then applied to the original price of fuel that was used by a Contractor to calculate their Operating Charges. The Benchmark and Reference prices are used only to calculate this ratio and are not necessarily the actual prices of fuel acquired by Contractors.

## **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 download, 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 (Tenderlink) when submitting a proposal.

**NAFC recommends that proposers read each question carefully and ensure that responses address the question asked.**

### **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. If this is the case then enter your name and the word “Agree”, e.g. “Mary Smith – Agree”. If this is not the case, write the reason why you do not agree with the statement.

#### **2.2 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.

#### **2.4 Judicial decisions**

In submitting this proposal the Organisation confirms that there are no judicial decisions against the organisation relating to employee entitlements where the resulting orders made by a Court have not yet been satisfied. If this is the case then enter the word “Agree”. If this is not the case, write the details of the judicial decision, the orders made by the Court, the reasons why the orders have not yet been settled and (if known) a timeframe of when the orders will be satisfied.

#### **2.5 Guarantee**

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

### **3. EXECUTIVE SUMMARY**

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

### **4. ORGANISATION**

#### **4.1 Structure and ownership**

Provide detailed information relating to the company structure and ownership of the organisation proposing to supply the Services. Include any details of recent changes in ownership or structure.

#### **4.2 Company history and industry experience**

Provide a concise history of the organisation and its experience in the provision of airtankers (firebombing), aerial firefighting (other than firebombing), or other relevant services.

#### **4.3 Key staff – management**

Provide summary information on the qualifications, experience and roles of key personnel who manage the organisation and who are proposed to manage the delivery of Services. Include details of management structure and reporting lines.

#### **4.4 Key staff – management and operational**

Provide summary information on the qualifications, experience and roles of key personnel who are proposed to deliver the Services. This may include qualifications, training licences, ratings, endorsements, skills, competencies and experience. Include details of all pilots with USFS Initial Attack (IA) pilot qualifications.

#### **4.5 Organisational capacity and capability**

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

#### **4.6 Innovation**

Provide summary of any research, development and innovation activities of the organisation as they relate to aerial firefighting, fire management and related operations.

#### **4.7 Culture**

Provide information relating to organisation's culture and values. Provide details of how your organisation's culture and values apply when working with the fire and emergency management sector.

#### **4.8 Environment**

Provide information relating to your organisation's commitment to sustaining, protecting, enhancing and conserving the environment through its actions, policies, procedures and influence on others where practical.

*Note: This question is not asking about plans or processes for spill or damage prevention as this is covered later in Section 5. This question is asking about a broader commitment to sustaining, protecting, enhancing and conserving the environment.*

#### **4.9 Financial**

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

#### **4.10 Incidents, accidents, non-compliance & show cause**

Describe your organisation's process to manage incidents, accidents and near misses including any findings or lessons learned. Provide details of all incidents, accidents, non-compliance or show-cause notices for the proposer's company and affiliated companies in the last 5 years. Provide details of all known incidents or accidents for the proposed airtankers type(s) in the last 5 years. Include details of any findings or lessons learned from these incidents or accidents.

#### **4.11 Current references**

Provide any current references that demonstrate, or details of any referees who can comment on the proposer's capabilities and experience in the delivery of aerial firefighting or similar services.

Where appropriate, also include any current references or referees who can comment on the capabilities and experience of the proposer's subcontractors and partner organisations that will supply the proposed airtankers.

### **5. MANAGEMENT SYSTEMS**

#### **5.1 Quality Management and Quality Management Systems**

Provide details of organisational quality management including any Quality Management System in place or proposed. Include any certification to an appropriate Australian or International Standard such as the ISO9000 series. Describe how your quality management system would apply when providing the Services proposed.

#### **5.2 Safety Management and Safety Management Systems**

Provide details of organisational safety management including any Safety Management System in place or proposed. Provide any additional information that illustrates the proposer's other systems for managing safety of operations. Describe how your safety management system would apply when providing the Services proposed.

### **5.3 Workplace Occupational Health & Safety**

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

### **5.4 Risk Management Systems**

Provide details of any organisational risk management policy, strategy, plan or system that is in place or proposed. Describe how your risk management system would apply when providing the Services proposed.

### **5.5 Emergency Response Plans**

Provide details of any Emergency Response Plans in place. This may include any plans as to how your organisation would respond in the event of an aircraft accident, environmental spill or other relevant emergency.

### **5.6 Environmental Damage Prevention & Management**

Demonstrate how your organisation is committed to minimise the risk of environmental damage. Provide summary information of how your organisation minimises the risk of environmental damage that may occur during operations. Include details of any existing plans, processes or certifications.

### **5.7 Financial Systems**

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

### **5.8 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 flight & duty time management, rostering and monitoring of currency.

*Note that separate headings are provided below for Drug and Alcohol Management, Fatigue Management and Check and Training systems.*

### **5.9 Workforce Development**

*Provide information regarding your organisation's workforce development planning. Include details of succession planning, mentoring, professional development and other relevant workforce development.*

## **5.10 Subcontractor management**

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

## **5.11 Drug & Alcohol Management**

Provide information regarding the organisation's drug and alcohol management and any supporting plans, policies or strategies. Describe how your drug and alcohol management plan would apply when providing the Services proposed.

## **5.12 Fatigue Management**

Provide information regarding the systems and processes in place to effectively manage any fatigue in flight and ground crew. Provide details as to which CASA Fatigue Management rule you will follow for the duration of the contract and how this will be managed for the Services you are proposing. Provide details of how you would arrange crewing, and manage fatigue, to meet the 'all daylight hours' operating requirement and during extended active fire periods.

## **5.13 Check and training**

Provide detailed information regarding the organisation's Flight Crew and Aircrew check and training system, include details of how your organisation's approach will comply with the CASR's and other regulations that are relevant to the type of operations you propose. Provide details regarding how the organisation will ensure compliance with contract requirements, including, but not limited to:

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

## **6. INFRASTRUCTURE AND MAINTENANCE**

### **6.1 Support Infrastructure - organisation**

Provide detailed information related to infrastructure within the organisation which will support the delivery of proposed Services. Include any outsourced maintenance, infrastructure or other capabilities that will be used to provide the proposed Services.

### **6.2 Support Infrastructure – operating base**

Provide detailed information related to company infrastructure at the proposed Nominated Operational Base, or other company base, which will support the delivery of proposed Services.

Further detail about support services at the proposed Nominated Operational Base should be provided in Section 7: Aircraft and Services. If proposing mobile mixing and loading facilities please detail these in the question in Section 7: Aircraft and Services (not here).

### **6.3 Maintenance systems – system of maintenance**

Provide details of the systems of maintenance for the aircraft proposed to supply the proposed Services.

### **6.4 Maintenance - 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 Requirements section of the Request For Proposals document.*

### **6.5 Maintenance - facilities**

Provide details of aircraft maintenance capabilities, capacity and facilities, including provision for in-field and out-of-hours maintenance.

### **6.6 Maintenance - spares**

Provide details of access to spare parts. Demonstrate how the proposed access to spare parts will support the continued delivery of the proposed Services.

If proposing to utilise spare parts stored outside of Australia detail where these spares would be located, how they would be transported to the Nominated Operational Base, and the proposed time frame for transporting them.

## **7. AIRCRAFT AND SERVICES - NARRATIVE**

### **7.1 Aircraft proposed**

Enter details of each and every aircraft being proposed in the *Aircraft and Services – Aircraft Data* response form. Follow the specific instructions found on the form.

### **7.2 Overview**

Provide a brief narrative that gives an overview of the Airtankers and supervision aircraft put forward for the Services being proposed. Identify and explain any situations where the proposer considers that the provision of multiple Services by the organisation will offer synergies and benefits.

### **7.3 Firebombing Delivery Systems**

Other than the information provided in the *Aircraft and Services – Aircraft Data* response form, provide any additional narrative relating to the Firebombing Delivery System(s) (i.e. Tanks and associated systems).

Include details of any specific make, model and version numbers where applicable.

Include details of any certification, grid or other testing, and history of operational use of this type of system.

Include details of IAB approved drop height and drop speed or, if not IAB approved, normal operating drop height and drop speed.

Include details of any certification restrictions applying with the Firebombing Delivery System fitted such as; airspeed limitations, the ability to carry passengers, etc.

Include details of the required configuration of the Airtanker while dropping such as flap settings and other aerodynamic device settings, gear configuration, etc.

Include details of the water carrying capacity for each Firebombing Delivery System and, where appropriate, each possible configuration of the Firebombing Delivery Systems.

Include details of how the delivery system is controlled and what controls are available such as coverage levels, split loads and selectable doors.

Include details of how, and when, the delivery system can be filled, both on the ground and in flight (e.g. scooping aircraft).

Where appropriate include details of how a controlled flow of the drop is obtained and what levels of control are available.

Where appropriate include details of any onboard gel and or foam mixing capabilities, include details of concentrate capacities, compatible foam or gel types, number of loads typically carried before reloading.

Where appropriate include details of time, resources and equipment required to reconfigure the aircraft from firefighting to any other proposed role configuration (e.g. cargo or passenger carriage etc.)

#### **7.4 Aircraft Modifications and Performance Enhancement**

Provide details of how the Airtankers and Supervision Aircraft have been modified or optimised to provide the performance required for Aerial Firefighting operations. Include descriptions of airframe modifications, weight reduction strategies and of any performance enhancing devices that may be fitted to the aircraft being proposed.

#### **7.5 Avionics and communications**

Other than the information provided in the Aircraft and Services – Aircraft data form, provide any additional narrative relating to the avionics and communications equipment to be utilised in the provision of the Services being proposed. These may include, amongst other things, radios, avionics, telephony, public address systems and siren systems.

Include narrative on how it is proposed to install ancillary radios so that rapid changeover of radios can be achieved if required. Include detail of any relevant enhanced avionics such as ADSB,



TCAS or GPWS, or any other safety enhancement systems. For aircraft proposed for Air Attack Supervision roles provide additional details of equipment used by pilots and agency staff including intercom systems, sirens and radio selectors.

*Note: Proposers are advised to read and understand the details of "NAFC Standard OPS-020 Avionics and Communications" before responding to this question.*

## **7.6 Global Positioning Systems**

Other than the information provided in the Aircraft and Services – Aircraft data form, provide details relating to the Global Positioning Systems to be utilised in the airtankers and supervision aircraft being proposed.

Include details of how the GPS system will support the requirements of the services being proposed. Where appropriate supply details of any moving map or situational awareness display.

*Note: Proposers are advised to read and understand the details of "NAFC Standard OPS-013 Aircraft GPS-GNSS" before responding to this question.*

## **7.7 Tracking system**

Other than the information provided in the Aircraft and Services – Aircraft data form, provide any additional narrative relating to the tracking systems to be utilised in the Airtankers and supervision aircraft. Where appropriate include details of tracking for refuelling and any other support vehicles being proposed. Include an outline of how the data will be delivered into AFAMS.

*Note: Proposers are advised to read and understand the details of "NAFC Standard OP-014 Tracking, Event Reporting & Messaging" before responding to this question.*

## **7.8 Flight and Engine Event Reporting System**

Provide a description of the event reporting system being used to report engine start/stop and flight (take-off and landing) events in the Airtankers and supervision aircraft being proposed.

*Note: This question is not about Health and Usage Monitoring (HUMS) or similar aircraft systems. It is about the collection of engine start & stop, take-off & landing, and other flight events times and the reporting them via satellite or cellular modem to NAFC / AFAMS. HUMS is covered in a later question.*

Include details of the sensors or devices that will be used to trigger engine and flight events.

*Note: Proposers are advised to read and understand the details of "NAFC Standard OP-014 Tracking, Event Reporting & Messaging" before responding to this question.*

## **7.9 Firebombing Event Reporting System**

Where appropriate provide a description of the firebombing event reporting system to be utilised in the firebombing airtankers and supervision aircraft being proposed.

*Note: This question is about the collection of drop start & stop, tank fill, and other firebombing events and the reporting of them via satellite or cellular modem to NAFC / AFAMS*

Include details of the sensors or devices that will be used to measure firebombing events; specifically detail how start and end of substantive flow is measured.

Include details of the sensors or devices that will measure the product volume in the tank and how much is dropped.

Where appropriate include details of the sensors or devices that will be used to measure height above ground.

*Note: Proposers are advised to read and understand the details of "NAFC Standard OP-014 Tracking, Event Reporting & Messaging" before responding to this question.*

#### **7.10 Messaging System**

Where appropriate provide a description of the messaging system to be utilised in the Airtankers and supervision aircraft being proposed.

*Note: Proposers are advised to read and understand the details of "NAFC Standard OP-014 Tracking, Event Reporting & Messaging" before responding to this question.*

#### **7.11 Aircraft Trend Monitoring Systems**

Provide the details of any automated engine and flight parameter monitoring and recording system (e.g. 'HUMS' type trend monitoring systems).

Where an automated system is not used include details on the approach to manual trend monitoring.

#### **7.12 Seating, Seatbelts and Safety Harnesses**

Provide details of the seating configuration and seatbelt type for pilot and other Flight Crew seats to be fitted in the Airtankers and supervision aircraft being proposed.

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.

Include details of any restrictions on occupying the maximum number of passenger seats due to weight and balance, equipment stowage, long range fuel tanks etc.

*Note: Proposers are advised to read and understand the details of "NAFC Standard OPS-010 Seating, Seatbelts and Safety Harnesses" before responding to this question.*

#### **7.13 Night Visual Flight Rules & Instrument Flight Rules**

If proposing Services involving flight under the Night Visual Flight Rules and / or Instrument Flight Rules provide details as to how the required outcomes will be delivered. This may include, amongst other things, any limitations as to when NVFR and IFR flight may be conducted, maintenance of aircrew qualifications and currency for NVFR and IFR flight and any relevant aircraft and organisational capabilities.

*Note: All large airtankers and associated supervision aircraft are required to be able to operate IFR*

#### **7.14 Response and Turnaround Times**

Provide information as to how long it will normally take for the proposed Airtankers and supervision aircraft to be ready to become airborne following the receipt of a dispatch notification.

Include a breakdown of the sequence of events required before the aircraft is ready to become airborne.

Include details of how many minutes it will take for the pilot to get to the aircraft, prepare the aircraft to start, start all engines, and complete all required daily and pre-flight inspections and safety checks for the proposed aircraft, at the proposed base.

Include details for each of the following three scenarios: cold start (e.g. first start of the day with aircraft parked with covers on and daily inspection not yet completed), warm start (e.g. aircraft previously prepared for minimum start time) and restart (e.g. aircraft requested to restart immediately after a shutdown).

Provide details of any limitations, or external factors, which may affect aircraft response and turnaround times.

Where appropriate this information may be provided in tabular form.

#### **7.15 Passenger Carriage Capability Calculations**

Detail the Passenger Carrying Capability (PCC) of each passenger carrying aircraft being proposed (eg supervision aircraft and / or multi role aircraft).

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

Include details of any configuration, operation or approval limitations on reaching the maximum number of passengers for each aircraft proposed.

Note: Proposers are advised to read and understand the details of “NAFC Standard PR-003 Definition of Passenger Carrying Capability – Firefighting Aircraft” before responding to this question.

#### **7.16 Other Calculations and Analysis**

Provide any other calculations or analysis which might be considered.

**7.17 Nominated Operational Base**

Provide any additional information relating to the Nominated Operational Base(s) being proposed for each Service. Include details of how the proposed base location or arrangements will support the Services being proposed.

**7.18 Fuelling Facilities**

Provide details relating to any fuelling facilities being proposed to support the Airtankers and supervision aircraft being proposed.

**7.19 Support Vehicles**

Describe any support vehicles other than Refuellers proposed as part of the proposal, provide details as to how these support vehicles will assist with providing the service.

**7.20 Alternative and Additional Capabilities**

Provide information not provided elsewhere on any alternative and/or additional capabilities offered by the proposer's organisation. This may include the items listed in the Request For Proposals document Part B, or anything else proposed.

**7.21 Notice Period**

Provide any information regarding conditions relating to the proposed Notice Periods (number of days' notice to start a Service Period), additional to that given in the *Pricing - Data* response form.

**7.22 Partial Availability Services**

If proposing to supply Partial Availability Services provide information regarding partial availability conditions (e.g. commitment / response times) you propose, additional to that given in the *Pricing Data* response form. Demonstrate how these availability conditions enhance the suitability and capability of the proposed Services.

Where appropriate some of this information may be provided in tabular form.

**7.23 Availability of aircraft outside of Service Period**

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

**7.24 Large airtanker scenario forms**

There are five large airtanker scenario forms, the scenarios contained in each document describe a typical large airtanker mission comprising of one or more sorties delivering fire retardant slurry to a fire, or a ferry to another airbase or a similar scenario:

- i. Scenario 1 – Regional Fire
- ii. Scenario 2 – Local Fire
- iii. Scenario 3 – Distant Fire
- iv. Scenario 4 – Ferry
- v. Scenario 5 – Engine Failure

Complete all five large airtanker scenario forms. Complete a form for each Airtanker type proposed following the specific instructions on the form.

Completed documents are to be uploaded to the NAFC online tender service (Tenderlink) in the area specified.

Proposers are asked to enter values the air crew would actually use when planning or conducting a mission such as described in the scenario. Do not enter best case or sale brochure values. Please use real data. It is strongly recommended that the proposers Chief Pilot or Head of Flying Operations assist with the completion of each large airtanker scenario form.

## **8. PRICING NARRATIVE**

### **8.1 Pricing Data Form**

Complete and upload the *Pricing Data* response form, following the specific instructions on the form.

### **8.2 Pricing summary**

Provide a summary of your pricing response. Include the benefits of your proposed pricing from value and service delivery perspectives.

### **8.3 Multiple Services**

Where proposing to supply multiple Services detail any pricing benefits related to provision of the multiple Services. These benefits may include; a reduction in overall price, a reduction in the pricing of an individual Service or other innovative pricing offers.

### **8.4 Partial Availability**

Where proposing to supply Partial Availability Services, provide details below as to any charges and conditions that may apply for making the aircraft available on a Partial Availability basis. Provide supporting information regarding the proposed charges for Standing, Commitment, and Operating Charges. Detail any other conditions that may apply.

### **8.5 Availability outside the Service Period (Shoulder Period & Ad hoc Availability)**

Where appropriate, provide any additional details as to any charges or conditions that may apply for making the aircraft available outside a Service Period for shoulder periods and / or ad hoc

engagement. Include details of any proposed partial availability arrangements for shoulder periods and proposed notice periods.

## **8.6 'Preferred' and 'Optional' Service Requirements**

Where proposing to supply Services that include any preferred or optional components, provide any additional pricing information or explanatory narrative. Include details of any preferred or optional components that are separately priced.

## **8.7 Charges for Additional Capabilities**

Where appropriate detail any other charges related to optional additional capabilities offered in your organisation's proposal. Include a description of any proposed alternative pricing models that are considered to offer value, service delivery, or other advantages to NAFC and its Members.

## **8.8 Further Information**

Detail any additional information. This may include, but is not limited to, alternative pricing models that are considered by the proposer to offer benefits to NAFC and its Members.

# **9. CONTRACT AND OTHER COMPLIANCE**

## **9.1 Contract departures**

Insert into the table any relevant information where a proposal either partially complies or cannot comply with a particular clause of the *Specimen Contract* including the Schedules.

## **9.2 Other Departures**

Insert into the table any relevant information where the proposal either partially complies or cannot comply with any NAFC Standards and / or any parts of the Request for Proposal including the *Table of Services, Large Airtanker Services Supplementary Requirements*, and other Appendices.

# **10. CERTIFICATIONS**

## **10.1 Air Operator's Certificate**

Provide details of any current Air Operator's Certificates (AOC) applicable to the Services being proposed. Ensure this AOC covers operation types and aircraft types applicable to the proposed Services.

Where you are unable to supply a current AOC applicable to the proposed Services provide information pertaining to the proposer's capacity to obtain the necessary AOC for these Services, including details of any previous relevant AOCs.

Electronic versions (e.g. PDF files) of relevant AOCs must be uploaded to the NAFC electronic tender portal (Tenderlink), even if they have already been uploaded in ARENA. Ensure the full AOCs are uploaded, not just the cover page.

## **10.2 Certificates of Airworthiness**

Provide details (at least name of the issuing authority and certificate reference numbers) of all current Certificates of Airworthiness applicable to the aircraft being proposed or information pertaining to the proposer's capacity to obtain the necessary certification.

Where you are unable to supply details of a current Certificates of Airworthiness applicable to the proposed Services provide information pertaining to the proposer's capacity to obtain the necessary Certificates of Airworthiness for these Services, including details of any previous relevant Certificates of Airworthiness.

## **10.3 Supplemental Type Certificates (STC) and Engineering Approvals**

Provide details of relevant 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.

## **10.4 Specific approvals**

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 proposer's capacity to obtain the necessary approvals for these Services (for example low flying approvals).

## **10.5 Interagency Airtanker Board Approvals**

Provide details of any US Interagency Airtanker Board (IAB) or equivalent approvals for the proposed airtanker. Upload complete copies of any approvals, supporting documentation or correspondence to the NAFC electronic tender portal (Tenderlink).

Where you are unable to supply details of current approvals applicable to the proposed Services provide information pertaining to the proposer's plans and capacity to obtain the necessary approvals for these Services, including details of any previous relevant approvals.

## **10.6 Insurances**

Demonstrate your organisation's understanding of the insurance requirements for the services proposed and provide information of how you would obtain the required insurance, include details of any relevant current Insurance Certificates applicable to the organisation, aircraft and other resources being proposed.

**APPENDIX 1: TABLE OF SERVICES**

Appendix 1: Table of Services is provided as a separate document both in Excel and PDF format.



## **APPENDIX 2: LARGE AIRTANKER SERVICES SUPPLEMENTARY REQUIREMENTS**

### **1.1 PURPOSE**

- a. This Appendix sets out additional information regarding the expected content of any NAFC Contract that may be executed pursuant to the NAFC Request For Proposals for Large Airtanker Services 2018 Onwards (RFP LAS 2018+).
- b. This Appendix must be read in conjunction with the NAFC *Specimen Contract*.
- c. Any Contract that may be executed pursuant to this RFP will be based on the *Specimen Contract* and the *Large Airtanker Services Supplementary Requirements* in this Appendix.

### **1.2 GENERAL**

- a. The *Specimen Contract* is drafted primarily as a template for a Primary Contract. If a Secondary Contract be required, the template will be revised to reflect that the occurrence of a Service Period is not guaranteed.
- b. Likewise, should a Call When Needed or Enhanced Call When Needed Contract be required, the template will be revised to reflect the appropriate terms and conditions for ad hoc engagement. Proposers may assume that technical requirements and the requirements of the relevant NAFC Standards will remain.

### **1.3 PERFORMANCE BONDS**

- a. For large airtanker and associated supervision aircraft Services, Performance Bond requirements (*Specimen Contract* Clause 5:18) are as follows:
  - i. Primary Contracts: required;
  - ii. Secondary Contracts: not required;
  - iii. CWN and ECWN Contracts: not required.

### **1.4 TRAINING**

- a. The Contractor will be required to provide courses of training, specific to the Contractor supplied aircraft, facilities and systems, for the following Member personnel:
  - i. Air Attack Supervisors who will be involved in directing and supervising operations of the large airtanker from the supervision aircraft or from other aircraft; and
  - ii. Ground support personnel such as Aircraft Officers, Airbase Managers and Fire Retardant / Fire Suppressant loaders.
- b. The Contractor will be required to provide short briefings for Member personnel regarding the capabilities and operation of the aircraft as required.

### **1.5 AIRTANKER**

- a. Depending on the Services proposed and ultimately accepted, the Schedules of the respective contract will incorporate terms and conditions that reflect the following

requirements. These are likely to be incorporated into Schedules 1, 4, 5 and H, as appropriate.

- b. The airtanker must have a Standard Certificate of Airworthiness or a Special Certificate (Restricted Category) of Airworthiness, or an equivalent in the country of registration of the aircraft that is acceptable to NAFC.
- c. *(Strongly preferred)* The airtanker must be approved as an airtanker by the United States Interagency Airtanker Board.
- d. The airtanker must be powered by gas turbine engines (including turboprop, turbofan and turbojet engines).
- e. The airtanker must be multi-engined, with sufficient performance to safely continue a take-off at the Maximum Normal Operating Weight (MNOW) under ISA plus 25°C in the event of failure of the critical engine at a critical point in the take-off, given that the load, or part of the load may be dropped during the procedure. Maximum Normal Operating Weight means that the airtanker is loaded with the maximum weight of Fire Retardant (SG = 1.07) that can be carried and sufficient fuel for 3 hours of typical firefighting operations, plus reserves.
- f. *(Preferred)* The airtanker must have sufficient performance to safely continue a take-off at the Maximum Normal Operating Weight under ISA plus 25°C in the event of failure of the critical engine at a critical point in the take-off, without dropping the load during the procedure.
- g. The airtanker must be capable of flight under the Instrument Flight Rules (IFR), including at night, in Australia; and will be capable of conducting GNSS instrument approaches and Category 1 ILS approaches.
- h. *(Strongly Preferred)* In addition to the event reporting requirements of NAFC Standard OPS-014: Tracking, Event Reporting and Messaging, the height of the drop above ground level must be reported. (Note: It is acknowledged that some devices may record height above tree canopy level. This is a satisfactory approach).
- i. *(Preferred)* In addition to the event reporting requirements of *NAFC Standard OPS-014: Tracking, Event Reporting and Messaging*, the aircraft must be equipped with a device to measure and record the maximum and minimum G-loading that occurs during any approach to the drop, the drop itself and the departure from the drop.
- j. In addition to the avionics requirements of *NAFC Standard OPS-020 Avionics and Communications*, the airtanker must be equipped with a Traffic Collision Avoidance System.
- k. *(Strongly Preferred)* In addition to the avionics requirements of *NAFC Standard OPS-020 Avionics and Communications*, the airtanker must be equipped with a Ground Proximity Warning System.
- l. *(Preferred)* The airtanker must be capable of landing with the delivery system containing a load, or partial load, of Fire Retardant / Fire Suppressant.

- m. Crew members are required to utilise protective helmets during low-level operations, as otherwise required by *NAFC Standard OPS-18 Personal Protective Equipment*, where the wearing of protective helmets is compatible with the aircraft type.
- n. *(Preferred)* Where a suitable system is available for the aircraft type, the airtanker must be fitted with an amplified warning siren, suitable for warning persons on the ground of an impending drop by the airtanker (refer clause 2.18 of Schedule A the *Specimen Contract*).
- o. *(Strongly Preferred)* The Flight Crew of any airtanker must be qualified for initial attack by the United States Department of Agriculture, Forest Service; and the qualification must be current at the time of delivery of the Service. *(Alternative, equivalent qualifications will be considered, full details should be included in proposals).*

## 1.6 AIRTANKER CONTINUING AIRWORTHINESS PROGRAM

- a. The Contractor must develop and maintain a comprehensive Continuing Airworthiness Program (CAP) for the airtanker to ensure that the airworthiness of the aircraft is maintained throughout the Contract Period.
- b. The CAP must clearly define the Contractor's airworthiness organisation, including responsibilities and authorities for implementing the CAP.
- c. The CAP must include a specific component designed to predict and prevent airframe failure, which will consider, but is not limited to considering:
  - i. fatigue and damage tolerance assessment and evaluation; and
  - ii. prediction and mitigation of widespread fatigue damage (**WFD**).
- d. The CAP must include an Operational Load Monitoring (OLM) program.
- e. The CAP must satisfy all requirements of:
  - i. the Australian Civil Aviation Safety Authority (**CASA**); and
  - ii. the relevant aviation administration of the country of registration of the aircraft.
- f. Prior to commencement of any Service Period the Contractor must supply NAFC with a full description of the CAP.

## 1.7 FIREBOMBING DELIVERY SYSTEM

- a. Firebombing Delivery Systems (comprising the tank, gate or doors and controllers, and including firmware, software etc.) on proposed airtankers should have received or be capable of receiving approval (provisional or full) from a NAFC Member (Refer to *NAFC Standard OPS 001 Approval of Firebombing Delivery Systems*).
- b. 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.

- c. The Firebombing Delivery System must be capable of delivering Fire Suppressants and Fire Retardants.
- d. Note: Contracted aircraft will only be expected to accommodate products that are listed as approved for the relevant aircraft type on the United States Department of Agriculture's Wildland Fire Chemicals System Qualified Product List.
- e. *(Preferred)* The airtanker must be equipped with an on board suppressant concentrate reservoir and injection systems capable of injecting and satisfactorily mixing a measured amount of Fire Suppressant Concentrate (foam and/or gel) into the Firebombing Delivery System tank.
- f. The Firebombing Delivery System must be capable of "splitting" loads (i.e. making successive drops from the same load) into at least four successive drops.
- g. The Firebombing Delivery System must allow for the operator to control the flow rate of a drop in order to vary the level of coverage on the ground.
- h. The Firebombing Delivery System must be capable of being ground-filled with Fire Suppressant and Fire Retardant through a hose, or multiple hoses, equipped with 3 inch 'Camlock' fittings at a flow rate of at least 1900 litres per minute per filling port.

*Note: Systems capable of higher ground-fill flow rates are preferred.*

## **1.8 SUPERVISION AIRCRAFT**

- a. Depending on the Services proposed and ultimately accepted, the Schedules of the respective contract will incorporate terms and conditions that reflect the following requirements. These are likely to be incorporated into Schedules 1, 4, 5 and B, as appropriate.
- b. The supervision aircraft must have a Standard Certificate of Airworthiness or an equivalent in the country of registration of the aircraft that is acceptable to NAFC.
- c. The supervision aircraft must meet all requirements for non-scheduled carriage of passengers for hire and reward in Australia.
- d. The supervision aircraft must be multi-engined, or if single-engined must be powered by a gas turbine engine.
- e. If the supervision aircraft is required to be used as a Lead Plane it must be multi-engined.  
  
*Note: NAFC does not normally require the use of a Lead Plane, this requirement only applies if operation of the respective airtanker requires the use of a Lead Plane.*
- f. If the supervision aircraft is single-engined it must meet the requirements prescribed by the Civil Aviation Safety Authority for Approved Single-Engine Aeroplane (ASEA).
- g. If the supervision aircraft is multi-engined it must have the performance, in the event of the failure of the most critical engine, to maintain level flight an altitude of 10,000 feet AMSL under ISA plus 25°C when operating at Maximum Take-off Weight.

- h. If the supervision aircraft is multi-engined it must have sufficient performance to safely continue a take-off at MTOW under ISA plus 25°C in the event of failure of the critical engine at a critical point in the take-off. *(Calculated at the respective NOB, nil wind, under the IFR.) If the supervision aircraft proposed is not capable of meeting this requirement, proposals should advise the All Up Weight at which the requirement can be met.)*
- i. The supervision aircraft must be capable of flight under the Instrument Flight Rules, including at night, in Australia; and must be capable of conducting GNSS instrument approaches and Category 1 ILS approaches.
- j. The supervision aircraft must meet the requirements for Air Attack Supervision Aircraft of Schedule B of the *Specimen Contract*.
- k. In addition to the avionics requirements of *NAFC Standard OPS-014: Tracking, Event Reporting and Messaging* the aircraft must be equipped with a Traffic Collision Avoidance System.
- l. *(Preferred)* In addition to the avionics requirements of *NAFC Standard OPS-014: Tracking, Event Reporting and Messaging* the supervision aircraft must be equipped with a Ground Proximity Warning System.
- m. *(Preferred)* The supervision aircraft will be equipped with a system that allows the aircraft to leave a short trail of visible smoke in the atmosphere, on command of the pilot, in order to assist with the provision of clear instructions to the airtanker.
- n. Where the supervision aircraft is required to operate as a Lead Plane, the supervision aircraft must be equipped with a system that allows the aircraft to leave a short trail of visible smoke in the atmosphere, on command of the pilot, in order to assist with the provision of clear instructions to the airtanker.
- o. Where the wearing of protective helmets is compatible with the aircraft type, all crew members (including any Member personnel) must utilise protective helmets during take-off, landing and all low-level operations.
- p. Where a suitable system is available for the aircraft type, the supervision aircraft must be fitted with an amplified warning siren, suitable for warning persons on the ground of an impending airtanker drop.

## 1.9 AIRCRAFT MAINTENANCE

- a. Prior to any Service Period the Contractor must demonstrate to the satisfaction of NAFC that all large airtankers and supervision aircraft have a fully documented maintenance history for the complete life of the airframe and engines, and that the aircraft have been appropriately maintained over their service life to date.
- b. The Contractor must demonstrate to the satisfaction of NAFC that an appropriate program of maintenance is in place for all large airtankers and supervision aircraft that will meet all requirements of:
  - i. the Australian Civil Aviation Safety Authority; and
  - ii. the relevant aviation administration of the country of registration; and

- iii. will assure the continued safe and reliable operation of the aircraft throughout all Service Periods.
- c. Prior to commencement of any Service Period the Contractor must supply NAFC with the Equipment List and Minimum Equipment List for the airtanker and the supervision aircraft.
- d. Within the twelve months prior to commencement of the first Service Period, all airtankers and supervision aircraft must be weighed in the configuration in which they will be used to provide the Services required under this Contract. The aircraft shall also be weighed following any major repair, major alteration or change to the configuration which significantly affects the centre of gravity of the aircraft.

*Note: This requirement will be modified for Secondary Contracts and ECWN Contracts to require that weighing be performed in the 24 months prior to any engagement of services under contract, unless otherwise agreed.*

- e. All weighing of aircraft must be performed on scales that have been certified as accurate within the preceding 2 years by an accredited weights and measures laboratory.
- f. Prior to commencement of any Service Period the Contractor must supply NAFC with evidence of compliance with the aircraft weighing requirements above and must supply the weights of the airtanker and the associated supervision aircraft determined by the most recent weighing.

## **APPENDIX 3: HOW TO SUBMIT A PROPOSAL USING NAFC'S ELECTRONIC TENDER PORTAL (TENDERLINK)**

### **1.1 TenderLink and NAFC**

- a. NAFC utilises an external web-based tender portal, TenderLink, to manage the documents, instructions and responses which form this request.
- b. TenderLink can be found at <https://www.tenderlink.com/nafc/>
- c. TenderLink is a secure system with features that enable online submissions and manages the documents and workflow of a tender/request. The major benefits are:
  - i. secure storage of data and immediate availability of submission documents and responses,
  - ii. no need for paper submissions or collation of a wide variety of data from dispersed sources,
  - iii. consistent use of format and presentation of data to eliminate non-comparable submissions,
  - iv. proposers can re-open, amend and re-submit the response until the closing date.
- d. Proposers are required to register an account with TenderLink. Registration is free of charge. Registration will also allow prospective proposers to receive any notifications or Addenda associated with the procurement process. Previously registered TenderLink users do not need to re-register.
- e. All the response forms for download, completion and submission are provided in TenderLink.
- f. The TenderLink website provides links to video tutorials as to how to use the site and proposers are encouraged to utilise these video tutorials.
- g. Proposals will only be accepted when submitted through TenderLink.
- h. Proposers are strongly encouraged to allow time to submit their response via TenderLink before the request closes.
- i. The screen images shown below have been prepared before the RFP LAS 2018+ was finalised and some may show what an example of this type of tender looks like in the TenderLink system rather than what this RFP looks like exactly.

### **1.2 TenderLink issues and contacts**

- a. TenderLink has an online user forum which potential proposers can access after registration. Any queries proposers may have regarding the content of the Request for Proposals, Table of Services, or the NAFC *Specimen Contract* can be posted on this user forum. In most circumstances NAFC will answer queries posted on this forum, in this forum, which will enable all prospective proposers' equal access to information. Where

NAFC provides a public answer in this forum, all prospective proposers will receive an email notification that such an answer has been posted. Where an Addenda is required to answer a query it will be published according to Part A section 7

- b. Otherwise, queries can be directed to [tenders@nafc.org.au](mailto:tenders@nafc.org.au). In most circumstances, answers to any questions submitted regarding the RFP LAS 2018+ will be provided via email and/or as Addenda in TenderLink. This process will similarly enable all potential proposers the same equal access to new information provided as an answer to a query.
- c. System issues, difficulties or queries about the use of the TenderLink system can be directed to TenderLink at 1800 233 533

### 1.3 Registering and logging into TenderLink


- a. Existing TenderLink users can use their current TenderLink login and password and do not need to re register
- b. Potential new proposers can register as a supplier with TenderLink at:

<https://www.tenderlink.com/nafc/>:

The screenshot displays the NAFC (National Aerial Firefighting Centre) TenderLink website. The header features the NAFC logo and the text 'Tenders, Quotes & EOI's'. A navigation bar includes links for Home, All Current Tenders, Search Tenders, Industry Categories, Registration, Support, and Help. The main content area is titled 'Welcome To National Aerial Firefighting Centre E-Tendering' and contains a welcome message, registration instructions, and a list of benefits for registered providers. On the right side, there is a login form with fields for Email and Password, a 'Log In' button, and a 'Forgot your Password?' link. Below the login form, a 'Tender Statistics' section shows 'Open Tenders' and 'Closed Tenders' counts, both currently at 0. The footer includes the text 'This e-Procurement portal is powered by TENDERLINK' and a copyright notice for TenderLink.com 2017.

- c. Completing the Registration screen will allow proposers access to complete the RFP documents.




**NAFC**  
National Aerial Firefighting Centre

Tenders, Quotes & EOI's

[Home](#)
[All Current Tenders](#)
[Search Tenders](#)
[Industry Categories](#)
[Registration](#)
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### Supplier Registration

If you are a supplier of goods and services and wish to access the tender notices within this portal, you need to register first.

Please complete the fields below and click the "Next" button located at the bottom of this page.

Please choose your country

What is your ABN Number?

What is the full legal name of your organisation?  i.e. TenderLink.com

What is your email address?


Please confirm your email address

**Note :** Registration on the National Aerial Firefighting Centre e-tendering portal is provided **free of charge**. This portal is hosted by TenderLink.com on our behalf. To register, you must first agree to the TenderLink.com terms of service on the following page.

Next »

## 1.4 Downloading Response Forms

- After registering, NAFC's TenderLink home page will be displayed. Under the tab All Current Tenders, the tender "RFP LAS 2018+" will be visible. Click on the link to show the tender page from which all documents are downloadable:


**NAFC**  
National Aerial Firefighting Centre

Tenders, Quotes & EOI's

[Log Out](#)
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### All Current Tenders

The following 1 tender notices are current. If you wish to view tenders by Industry Category , use the "Search Current Tenders" option. Please note that in order to download tender documents, or to respond to an electronic tenders box, this is only available to registered suppliers in our system.

RFx No.	Summary	Forum	Close Date	Notice Type	# ETBs	Using Evaluation	Closing
NAFC-792694	REQUEST FOR PROPOSALS LARGE AIRTANKER SERVICES 2018+	LARGE	08/12/2017	Private - Request for Proposal	0	Yes	08/12/2017 4:00 p.m. NSW

**NOTE:** You may see more than one tender listed here if you are participating in the parallel but separate Invitation To Tender for Aerial Firefighting Services tender

- b. Choose Proceed to the Evaluation Portal link to proceed to NAFC's e-Tender Portal:

**NAFC**  
National Aerial Firefighting Centre

Tenders, Quotes & EOIs

Log Out All Current Tenders Our Details My Details Search Submissions Support Help Dashboard

Details For Notice #NAFC-792694

**REQUEST FOR PROPOSALS LARGE AIRTANKER SERVICES 2018+**

This tender is **CURRENT**

- **TenderLink Ref :**  
NAFC-792694
- **Type of Notice :**  
Request for Proposal
- **Region :**  
Australia
- **Contract Value :**  
Not Specified

**Closing Date/Time**  
08/12/2017  
4:00 p.m. NSW

This Request for Proposals (RFP) seeks proposals from suitable organisations for the provision of the services of large fixed wing airtankers to assist with control of bushfires in Australia. Proposers will be highly capable, highly motivated organisations who may be invited to enter into contracts to provide specialised large airtanker services commencing in 2018 (for the 2018-19 fire season).

For this RFP, the term "large airtankers" refers collectively to fixed wing aircraft capable of delivering at least 6,800 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, Large Airtankers and Very Large Airtankers. Self-filling, scooping or skimming fixed wing airtankers may be proposed.

This RFP also invites proposals for the provision of associated supervision aircraft.

**Options :**

- Post questions or comments to the online forum for this tender
- **Proceed to the Evaluation Portal to view or respond to this tender**
- Print this tender notice
- View support options for this tender notice

National Aerial Firefighting Centre

- c. Tick the Terms of Service box and Press Download Tender Documents button. Proposers are required to download all of the RFP documents for review, including the response forms, as part of the submission process:

**NAFC**  
National Aerial Firefighting Centre

Tenders, Quotes & EOIs

Home Evaluation Dashboard

Online Responses for Tender NAFC-775638

**Responses to this Tender**

If you wish to respond to this opportunity your submission must be made through this online Form which contains all the questions you must answer.

Before you start a response you can view all the requirements using the button below.

When you click the **Create a New Response** button you will be taken to the form itself and you can begin answering the questions.

Your responses will be saved automatically as you proceed and you can leave and come back to this submission at any time.

Your response is not sent to the purchaser until you've completed the online response and clicked the **Submit** button.

eRFx ID	NAFC-775638
Summary	INVITATION TO TENDER AERIAL FIREFIGHTING SERVICES 2018 ONWARDS
Closes	28 July 2017 12:00 PM

☐ I acknowledge that I have read, understood and hereby agree to the Terms of Service of TenderLink.com

**Download Required.** You must download the tender documents to create a response.


Download Tender Documents Create a New Response » View the Requirements

- d. The list of documents available to download are as follows:
- i. the Request for Proposals for Large Airtanker Services 2018 Onwards (this document); and
  - ii. the *Table of Services* (both in Excel and PDF file format); and
  - iii. the NAFC Specimen Contract; and
  - iv. the following Word document response forms:
    - A. Response S1 – Organisation Information; and
    - B. Response S2 – Declarations; and
    - C. Response S3 – Executive Summary; and
    - D. Response S4 – Organisation; and
    - E. Response S5 – Management Systems; and
    - F. Response S6 – Infrastructure and Maintenance; and
    - G. Response S7b – Aircraft and Services – Narrative; and
    - H. Response S7c – Scenario 1. Regional Fire; and
    - I. Response S7c – Scenario 2. Local Fire; and
    - J. Response S7c – Scenario 3. Distant Fire; and
    - K. Response S7c – Scenario 4. Ferry; and
    - L. Response S7c – Scenario. Engine Failure; and
    - M. Response S8b – Pricing Narrative; and
    - N. Response S9 – Contract and Other Compliance; and
    - O. Response S10– Certifications; and
  - v. the following Excel spreadsheet response forms:
    - P. Response S7a – Aircraft and Services – Aircraft Data; and
    - Q. Response S8a – Pricing Data.
- e. Documents are downloaded as a zip file. NAFC strongly advises proposers to save the file to a folder on their computer to allow reviewing of the documents.
- f. The zip file will include a number of response forms. Proposers are required to complete these response forms and upload them in order to submit their proposal.

- g. The response forms downloaded in the zip file can be completed ready to be uploaded to TenderLink as described below. Alternatively, the response forms are made available as you work through the upload process.
- h. Proposers have the option to view the response sections by pressing the View the Requirements button. The sections are displayed here in a read-only format and can be downloaded as a PDF file for reference, however no response can be submitted from this screen.

## 1.5 Submitting a proposal

- a. Before making a submission, proposers should:
  - i. take all steps to ensure that the response forms are free from anything that might reasonably affect useability or the security or operations of NAFC's Electronic Tender Portal and/or NAFC's computing environment; and
  - ii. ensure that response form files do not contain macros, script or executable code of any kind unless that specific material has previously been supplied and approved in writing by NAFC.
- b. Proposers must submit their proposal in accordance with the requirements set out in Part A of the RFP. Failure to comply with any or all of these requirements may result in the proposal not uploading successfully or may eliminate the proposal from consideration.
- c. Proposers must allow sufficient time for proposal lodgement, including time that may be required for any problem analysis and resolution with NAFC's Electronic Tender Portal prior to the closing time.
- d. Press the Create a New Response button to proceed to the proposal submission process:


Tenders, Quotes & EOI's

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[Home](#)
[Evaluation](#)
[Dashboard](#)

### Online Responses for Tender NAFC-775638

**Responses to this Tender**  
 If you wish to respond to this opportunity your submission must be made through this online Form which contains all the questions you must answer.  
 Before you start a response you can view all the requirements using the button below.  
 When you click the **Create a New Response** button you will be taken to the form itself and you can begin answering the questions.  
 Your responses will be saved automatically as you proceed and you can leave and come back to this submission at any time.  
 Your response is not sent to the purchaser until you've completed the online response and clicked the **Submit** button.

<b>eRFx ID</b>	NAFC-775638
<b>Summary</b>	INVITATION TO TENDER AERIAL FIREFIGHTING SERVICES 2018 ONWARDS
<b>Closes</b>	28 July 2017 12:00 PM

☐ I acknowledge that I have read, understood and hereby agree to the [Terms of Service](#) of TenderLink.com

ⓘ **Download Required.** You must download the tender documents to create a response.

[Download Tender Documents](#)
[Create a New Response »](#)
[View the Requirements](#)

- e. Each Response section is listed on the left hand side of the screen, alongside a grey tick symbol. As each response section is successfully completed, the grey tick changes to green:

The screenshot displays a web interface for uploading response documents. On the left, a sidebar lists response sections: Organisation Information, Declarations, Executive Summary, Organisation, Management Systems, Infrastructure and Maintenance, Aircraft and Services, Pricing, Compliance, Certifications, Additional Information, and Submission Checklist. Each section has a tick symbol; 'Organisation Information' and 'Additional Information' have green ticks, while the others are grey. A progress bar at the top left indicates 'Your response is 4% complete'. The main content area shows two sections: '1.0 Organisation Information' and '2.0 Declarations'. Each section contains instructions, a download link for a form, and an upload area. In the 'Organisation Information' section, a file named 'Response S1 - Organisation Information fireplanes v004 (1).docx' is shown in the upload area. In the 'Declarations' section, a file named 'Response S2 - Declarations v004.docx' is shown. Red arrows point to the green ticks in the sidebar and the upload areas in the main content.

- f. The right hand side of the screen displays the upload field for each question that requires or allows a file upload:
- g. Proposers can download fresh copies of the response forms from the grey hyperlink displayed on this screen. These copies will be the same as those downloaded as part of the zip file in step 1.4 (c); giving the option to download fresh copies if required:

This screenshot shows the same interface as the previous one, but with the 'Declarations' and 'Executive Summary' sections visible. The sidebar on the left shows that 'Declarations' and 'Executive Summary' now have green ticks, indicating they are completed. The main content area shows '2.0 Declarations' and '3.0 Executive Summary'. Each section has instructions, a download link, and an upload area. In the 'Declarations' section, a file named 'Response S2 - Declarations v004.docx' is shown. In the 'Executive Summary' section, a file named 'Response S3 - Executive Summary v005.docx' is shown. Red arrows point to the green ticks in the sidebar and the upload areas in the main content.

- h. Proposers are required to methodically upload each response form under its correct heading; for example the response form for “Organisation Information” is uploaded at the field under “Organisation Information”. Press Upload, then Browse, then Upload to select the completed form located on the proposer’s computer and upload it to the site:

Forum

Your response is 4% complete

Organisation Information ✓

Declarations ✓

Executive Summary ✓

Organisation ✓

Management Systems ✓

Infrastructure and Maintenance ✓

Aircraft and Services ✓

Pricing ✓

2.0 Declarations

2.1 Declarations

Please make the required declarations on the form provided. Download the attached form, complete it and upload it here:

Response S2 - Declarations v004.docx (23.65 KB)

Upload... Clear

Upload a file

Browse...

Individual files uploaded cannot exceed 2.00 GB

Upload

Cancel

- i. Some sections allow for the upload of both the mandatory response form, alongside the optional provision of additional information. Each field within these sections allows for the uploading of a single file only. Where the proposer seeks to provide more than one additional file, they must compress them into a single “zip” file and upload this zip file to the Additional Files field:

Your response is 4% complete

Organisation Information ✓

Declarations ✓

Executive Summary ✓

Organisation ✓

Management Systems ✓

Infrastructure and Maintenance ✓

Aircraft and Services ✓

Pricing ✓

Compliance ✓

Certifications ✓

Additional Information ✓

Submission Checklist ✓

4.0 Organisation

4.1 Organisation

This section covers; company structure and history, the qualifications, experience and roles of managers and operations personnel, the competence, capacity and capability of the organisation, financial information, culture, innovation, incidents, accidents and non-compliance issues and current references.

Download the attached form, complete it and upload it here:

Response S4 - Organisation v003.docx (19.95 KB)

Upload... Clear

4.2 Additional Files

Add any additional files related to this section here

If you have more than one file to add please compress them into a them into a single 'zip' file and upload the zip file here

Upload... Clear

- j. This upload process saves the completed response forms to the TenderLink website without submitting the proposal at this stage. Proposers may edit the response forms (by removing, modifying and again uploading the Forms) before the final submission button is pressed. Pressing Clear on any upload bar will remove the form from the question, allowing a proposer the option to upload a new form. After a form is cleared, the corresponding field's tick is changed from green to grey until a new Form is successfully loaded.
- k. Proposers can log out of TenderLink midway through submitting all of the response forms, keeping their uploaded Forms saved. Logging back in at a later time or on a different day, by entering login details and pressing the Create a New Response button, will return the proposer to where they were, with all Forms still there. Forms uploaded will stay in this pending status until the final submission button is pressed.
- l. Once all response forms are complete and have been uploaded to TenderLink, the screen will show a series of green ticks. Proposers are advised to check that each section has a green tick to ensure all areas have been captured, before submitting (although where a non-mandatory Additional Files field has been left empty, the tick will remain grey and the green bar will not show 100% complete):

Your response is 100% complete

- Organisation Information
- Declarations
- Executive Summary
- Organisation
- Management Systems
- Infrastructure and Maintenance
- Aircraft and Services
- Pricing
- Compliance
- Certifications
- Additional Information
- Submission Checklist

12.0 Submission Checklist

12.1 Checklist

Please ensure you have completed each item on the checklist below before submitting your proposal

Submission Checklist

- ☒ Have you carefully read and understood the Terms and Conditions outlined in RFP Part A?
- ☒ Have you carefully read and understood the Service Requirements outlined in RFP Part B?
- ☒ Have you read each question carefully ensuring your response addresses each question asked?
- ☒ Have you completed the Response forms for all sections of RFP Part C?
- ☒ Have you uploaded each Response form to its corresponding section to TenderLink?
- ☒ Have you created a worksheet for each and every aircraft you propose into the 'Aircraft and Services – Aircraft Data' form and completed all of the details of each aircraft?
- ☒ Have you uploaded a completed 'Aircraft and Services – Aircraft data' form to TenderLink?
- ☒ Have you completed a 'Pricing Data' worksheet for each combination of Aircraft and Service being proposed?
- ☒ Have you uploaded a completed 'Pricing Data' form to TenderLink?
- ☒ Are you submitting a proposal fully compliant with the RFP document - even if you are also proposing alternative arrangements or aircraft types?

- i. Press Preview, which will allow a final check of the information uploaded:

Your response is 100% complete

Organisation Information ✓  
Declarations ✓  
Executive Summary ✓  
Organisation ✓  
Management Systems ✓  
Infrastructure and Maintenance ✓  
Aircraft and Services ✓  
Pricing ✓  
Compliance ✓  
Certifications ✓  
Additional Information ✓  
Submission Checklist ✓

12.0 Submission Checklist

12.1 Checklist  
Please ensure you have completed each item on the checklist below before submitting your proposal

Submission Checklist

- ✓ Have you carefully read and understood the Terms and Conditions outlined in RFP Part A?
- ✓ Have you carefully read and understood the Service Requirements outlined in RFP Part B?
- ✓ Have you read each question carefully ensuring your response addresses each question asked?
- ✓ Have you completed the Response forms for all sections of RFP Part C?
- ✓ Have you uploaded each Response form to its corresponding section to TenderLink?
- ✓ Have you created a worksheet for each and every aircraft you propose into the 'Aircraft and Services – Aircraft Data' form and completed all of the details of each aircraft?
- ✓ Have you uploaded a completed 'Aircraft and Services – Aircraft data' form to TenderLink?
- ✓ Have you completed a 'Pricing Data' worksheet for each combination of Aircraft and Service being proposed?
- ✓ Have you uploaded a completed 'Pricing Data' form to TenderLink?
- ✓ Are you submitting a proposal fully compliant with the RFP document - even if you are also proposing alternative arrangements or aircraft types?

Preview

- m. Finally, press Submit:

2.0 Declarations

**2.1 Declarations**  
Please make the required declarations on the form provided. Download the attached form, complete it and upload it here:

Response S2 - Declarations v004.docx

3.0 Executive Summary

**3.1 Executive Summary**  
Provide concise narrative detail of the total benefits of the proposal at a summary level. Summarise the capacity and capability of your organisation based on information provided in all other sections of the proposal. Present the benefits of the proposed solutions from technical and operational perspectives. Present the benefits of the proposed solutions from pricing and value perspectives. Download the attached form, complete it and upload it here:

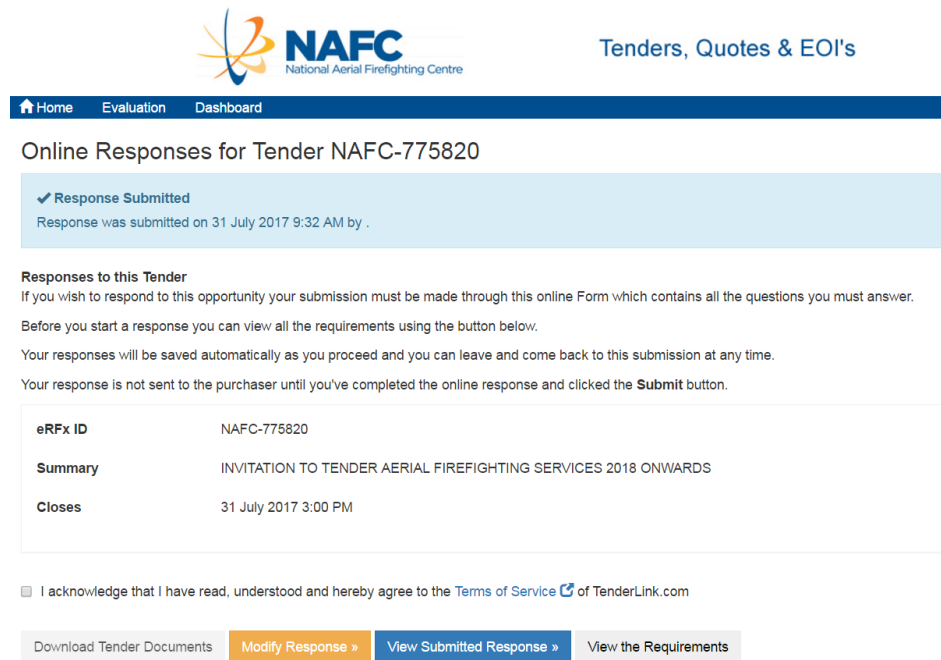
Response S3 - Executive Summary v005.docx

Back Saved Submit

- n. Proposers will receive a confirmation message that the response has been submitted. Proposers will also receive a confirmation by email (to the email address provided at login):



- o. Proposers can view or modify their response at any time until the RFP closes. Logging in to TenderLink and Pressing Modify Response will allow proposers to clear a response form and upload a new version.



The screenshot displays the NAFC (National Aerial Firefighting Centre) TenderLink interface. At the top, the NAFC logo and the text 'Tenders, Quotes & EOI's' are visible. Below the navigation bar (Home, Evaluation, Dashboard), the page title is 'Online Responses for Tender NAFC-775820'. A light blue banner indicates 'Response Submitted' with a checkmark icon, stating 'Response was submitted on 31 July 2017 9:32 AM by .'. Below this, the section 'Responses to this Tender' provides instructions: 'If you wish to respond to this opportunity your submission must be made through this online Form which contains all the questions you must answer. Before you start a response you can view all the requirements using the button below. Your responses will be saved automatically as you proceed and you can leave and come back to this submission at any time. Your response is not sent to the purchaser until you've completed the online response and clicked the **Submit** button.' A table below lists details: eRFx ID (NAFC-775820), Summary (INVITATION TO TENDER AERIAL FIREFIGHTING SERVICES 2018 ONWARDS), and Closes (31 July 2017 3:00 PM). At the bottom, there is a checkbox for 'I acknowledge that I have read, understood and hereby agree to the Terms of Service of TenderLink.com' and a row of buttons: 'Download Tender Documents', 'Modify Response »', 'View Submitted Response »', and 'View the Requirements'.

eRFx ID	NAFC-775820
Summary	INVITATION TO TENDER AERIAL FIREFIGHTING SERVICES 2018 ONWARDS
Closes	31 July 2017 3:00 PM

- p. If proposers choose to modify their response before the closing time they **must ensure they again press the Submit button** (once modifications are complete). Proposers receive a confirmation message onscreen and by email on each occasion they press Submit.