

# **INVITATION TO TENDER**

# **AERIAL FIREFIGHTING SERVICES 2019 ONWARDS**

(ITT AFS 2019+)

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The National Aerial Firefighting Centre's (NAFC)

# INVITATION TO TENDER FOR AERIAL FIREFIGHTING SERVICES 2019 ONWARDS

(ITT AFS 2019+)

closes at

# 13:00 Australian Eastern Daylight Time (1:00pm) on 28<sup>th</sup> February 2019

Tenderers should note that:

Registering of the tenderer's organisation and aircraft is done through ARENA which can be found at:

http://arena.nafc.org.au

and

access to NAFC's Electronic Tender Portal (TenderLink) can be found at:

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

Tenderers should also note that there are a series of template documents (Response Forms) that tenderers are required to download, complete and submit as part of their tender. The Response Forms contain a series of questions. NAFC recommends that tenderers read each question carefully and ensure that they clearly address the questions asked.

# **TABLE OF CONTENTS**

1.	INTRODUCTION		
1.1.	NATIONAL AERIAL FIREFIGHTING CENTRE		
1.2.	Invitation to Tender		
1.3.	REFERENCE DOCUMENTS		
1.4.	DEFINIT	TIONS AND ABBREVIATIONS	10
PART A:		TERMS AND CONDITIONS OF TENDER	14
1.	INFORI	14	
	1.1.	Context of this document	14
	1.2.	Tender Process and Plan	14
	1.3.	Differences from Previous Processes	14
2.	TENDER STAGES		
	2.1.	Stage 1 – Qualification Stage	15
	2.2.	Stage 2 – Pricing Stage	
	2.3.	Contract Award	15
3.	TENDE	R EVALUATION CRITERIA	15
	3.1.	Stage 1 – Evaluation Criteria	16
	3.2.	Stage 2 – Evaluation Criteria	16
	3.3.	Stage 1 & 2 – Due Diligence	17
4.	CONTR	RACT	17
	4.1.	The Contract	
	4.2.	Contract Period	
	4.3.	Aircraft Utilisation	17
	4.4.	Air Operators Certificate Holder as Contractor	
	4.5.	Contracting with Overseas Operators	
	4.6.	Contractor Performance Monitoring	18
	4.7.	Financial Security	
5.	CONDI	ITIONS OF TENDER SUBMISSION	18
	5.1.	Terms of Participation	18
	5.2.	Tender Response Parameters	20
	5.3.	Specimen Contract Compliance	21
	5.4.	Service Response	22
	5.5.	Use of ARENA	22
6.	LODGEMENT OF TENDERS		22
	6.1.	Tender Lodgement	22
	6.2.	Tender Closing Date and Time	23
7.	FURTH	IER INFORMATION	23
8.	POST TENDER FEEDBACK		

PART B:		SERVICE REQUIREMENTS	25
1.	SERVIC	25	
	1.1.	General	25
	1.2.	Summary of Service Requirements	25
	1.3.	Availability Types	25
	1.4.	Services Required	25
	1.5.	Contract Periods and Service Periods	26
	1.6.	Availability Levels	26
	1.7.	Multiple Services	27
	1.8.	Services Environment	27
	1.9.	Notice Periods	27
	1.10.	Ad Hoc Availability of Aircraft Outside of Defined Service Periods	28
	1.11.	Response and Turnaround Times	28
	1.12.	Nominated Operational Bases (NOB)	28
	1.13.	First Load Facility	29
	1.14.	Mixing and Loading Services	29
	1.15.	Carriage of Passengers	29
	1.16.	Firebombing Delivery Systems	30
	1.17.	Air Attack Supervision Platforms	30
	1.18.	Harvest Period Services	30
2.	SPECIA	LIST OPERATIONS AND TASKS	31
	2.1.	Specialist Intelligence Gathering (SIG)	31
3.	ADDITIONAL INFORMATION		31
	3.1.	Fuel	31
	3.2.	Insurance	32
	3.3.	Additional or Supplementary Capabilities	32
	3.4.	Alternative solutions	32
	3.5.	Pricing	32
PART C:		TENDER RESPONSE	34
1.	TENDE	RER INFORMATION	34
2.	DECLA	RATIONS	34
	2.1.	Authorised Person	34
	2.2.	Tender Participation Terms and Conditions	34
	2.3.	Conflict of Interest	34
	2.4.	Judicial Decisions	34
	2.5.	Guarantee	34
3.	TENDE	R EXECUTIVE SUMMARY	35
4.	ORGANISATION		35
	4.1.	Company Structure and Ownership	35
	4.2.	Company History and Industry Experience	35

	4.3.	Key Staff – Management & Operational	35
	4.4.	Organisational Capacity & Capability	35
	4.5.	Innovation	35
	4.6.	Culture	35
	4.7.	Environment	35
	4.8.	Financial	36
	4.9.	Incidents, Accidents, Non-Compliance & Show Cause	36
	4.10.	Current References	36
5.	MANAG	GEMENT SYSTEMS	36
	5.1.	Quality Management and Quality Management Systems	36
	5.2.	Safety Management and Safety Management Systems	36
	5.3.	Workplace Occupational Health & Safety Program and Systems	36
	5.4.	Risk Management Systems	36
	5.5.	Emergency Response Plans	36
	5.6.	Environmental Damage Management & Prevention	37
	5.7.	Financial Systems	37
	5.8.	Flight Crew & Crewperson Management	37
	5.9.	Workforce Development	37
	5.10.	Subcontractor Management	37
	5.11.	Drug & Alcohol Management Plan	37
	5.12.	Fatigue Management	37
	5.13.	Check and Training System	37
6.	INFRAS	TRUCTURE AND MAINTENANCE	38
	6.1.	Support Infrastructure - Organisation	38
	6.2.	Support Infrastructure – Operating Base	38
	6.3.	Maintenance - Systems of Maintenance	38
	6.4.	Maintenance - Facilities	38
	6.5.	Maintenance - Spares	38
7.	AIRCRA	FT AND SERVICES	38
	7.1.	Aircraft Tendered	38
	7.2.	Aircraft and Services Matrix Form	39
	Comple	te and upload the Aircraft Services Matrix Form, following the specific instructions on the form	39
	7.3.	Overview	39
	7.4.	Firebombing Delivery Systems	39
	7.5.	Avionics & Communications	39
	7.6.	Aircraft Performance Enhancement	40
	7.7.	Global Positioning Systems	40
	7.8.	Tracking Systems	40
	7.9.	Engine and Flight Event Reporting System	40
	7.10.	Firebombing Event Reporting System	40

	7.11.	Messaging System	41
	7.12.	Aircraft Trend Monitoring Systems	41
	7.13.	Seating, Seatbelts and Safety Harnesses	41
	7.14.	Specialist Intelligence Gathering Equipment	41
	7.15.	Night Visual Flight Rules & Instrument Flight Rules	42
	7.16.	Nominated Operational Base	42
	7.17.	Mixing and Loading	42
	7.18.	Activation Systems	42
	7.19.	Response and Turnaround Times	42
	7.20.	Notice Period	43
	7.21.	Partial Availability Services	43
	7.22.	Availability of Aircraft Outside of Service Period	43
	7.23.	Fuelling Facilities / MFU	43
	7.24.	Support Vehicles	43
	7.25.	Alternative and Additional Capabilities	43
	7.26.	Aircraft Type Calculations	43
	7.27.	Passenger Carriage Capability Calculations	44
	7.28.	High Volume Delivery Calculations	44
	7.29.	Aircraft Fuel Capacity and Endurance	44
	7.30.	Other Calculations or Analysis	44
8.	CONTR	ACT AND OTHER COMPLIANCE	44
	8.1.	Contract Departures	44
	8.2.	Other Departures	44
9.	CERTIFI	ICATIONS	45
	9.1.	Air Operator's Certificate	45
	9.2.	Certificates of Airworthiness	45
	9.3.	Supplemental Type Certificates and Engineering Approvals	45
	9.4.	Specific Approvals	45
	9.5.	Insurances	45
APPEN	NDIX 1:	TABLE OF SERVICES	46
APPEN	NDIX 2:	HOW TO USE NAFC'S ELECTRONIC TENDER PORTAL (TENDERLINK)	47
	1.1	TenderLink and NAFC	47
	1.2	TenderLink Issues and Contacts	47
	1.3	Registering and logging into TenderLink	48
	1.4	Downloading Tender Response Forms	49
	1.5	Submitting a tender	51
APPEN	NDIX 3:	HOW TO USE ARENA	56
	1.1	1.1 General	56
	1.2	Marking an aircraft as confidential for tender	57
	1.3	To copy an aircraft and set the copy as Confidential for Tender:	58

1.4	To create a new aircraft and set it as Confidential for Tender:	58
1.5	To set an existing aircraft as Confidential for Tender:	58

#### 1. INTRODUCTION

This Invitation to Tender seeks tenders from suitably organisations for the provision of aviation services to support the control of bushfires and management of other emergencies across Australia. Successful tenderers will be experienced, highly motivated, highly capable providers who will enter into contracts to provide specialised aircraft services commencing in 2019 (for the 2019/2020 fire season). Tenders are invited for specific classes of Fixed Wing (in Victoria) and Rotary Wing (in the Northern Territory) Aircraft Services.

# 1.1. National Aerial Firefighting Centre

- a. The National Aerial Firefighting Centre (NAFC) was originally formed by the Australian States and Territories to assist and support the jurisdictions, including with the procurement of Aerial Firefighting resources. In 2018 NAFC became a business unit of the Australasian Fire and Emergency Service Authorities Council Limited (ACN 060 049 327) (AFAC).
- b. AFAC and the States and Territories of Australia have entered into a separate agreement, the Resource Management Agreement. Under the Resource Management Agreement, the parties to the Agreement (excluding AFAC) are referred to as the **Members**. The current Members of the agreement are the States and Territories of Australia; however, other entities could become Members in the future.
- c. Successful tenderers will enter into a contract with AFAC.
- d. In all tender documentation and contracts, including this Invitation to Tender, Australasian Fire and Emergency Service Authorities Counsel Limited or AFAC will be referenced by the name National Aerial Firefighting Centre or NAFC, but AFAC will remain the legal and responsible entity under this procurement process and any contract.
- e. In Australia individual states and territories remain responsible for the management of bushfires, 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. on behalf of the Members, procuring Aerial Firefighting resources with common contract arrangements designed to support resource sharing.
  - ii. development and introduction of protocols and systems for the sharing of all Aerial Firefighting resources, including support resources.
  - iii. development and implementation of common standards, operating and support systems.
- f. NAFC also assists Members with the coordination of research and development activities and with the sharing of information and results from these activities.
- g. The Australian Government provides funding through NAFC to support the Australian states and territories with procuring Aerial Firefighting resources. This funding is supplemented by Members, who also meet the remaining costs and any operating costs.
- h. In inviting submissions to this Invitation to Tender NAFC is acting on behalf of the Australian States and Territories.

#### 1.2. Invitation to Tender

- a. NAFC now invites the submission of tenders for the provision of a range of aviation services to support the control of bushfires and management of other emergencies across Australia as detailed in this Invitation to Tender document and in accordance with the terms and conditions of the Specimen Contract provided.
- b. The process is known as the Invitation to Tender for Aerial Firefighting Services 2019 Onwards (ITT AFS 2019+).
- c. The first stage of the tender process is known as the Qualification Stage (Stage 1). Tenders submitted will be evaluated based on the criteria outlined in Part A, Section 3.1. Please note that prices are <u>NOT</u> sought at Stage 1. It is planned that only tenderers whose tenders qualify in Stage 1 will be invited to participate in the following stages.
- d. Aerial Firefighting Services procured through this tender process complement aircraft services that may also be obtained by the States and Territories on Call When Needed and other procurement processes.
- e. Aerial Firefighting Services procured through this tender process, although contracted by NAFC, will be managed and supervised on-the-ground by the relevant State or Territory.
- f. NAFC acknowledges that these multi-layered procurement processes may at times appear confusing. If tenderers are in any doubt as to the nature of the requirements or the status of any procurement process, please study the information on the tenders tab on the NAFC website <a href="https://www.nafc.org.au">www.nafc.org.au</a> or contact NAFC by email at tenders@nafc.org.au
- g. The list of Services for which tenders are invited is provided at Appendix 1: Table of Services.
- h. A Specimen Contract is provided as a basis on which to tender the Services specified.

  Tenderers should note that any Contract that is executed with the successful tenderer will vary somewhat from the Specimen Contract depending on the specific requirements for each Service and other relevant matters.
- i. Tenderers should not assume that information they have provided to previous tenders is sufficient to provide for this process. Tenderers are strongly encouraged to carefully read the information comprising this process.
- j. This Invitation to Tender may run in parallel with other separate NAFC procurement processes which will be listed on the TENDERS tab of the NAFC website <a href="https://www.nafc.org.au">www.nafc.org.au</a>
- k. The issue of this Invitation to Tender does not bind NAFC or the States and Territories to proceeding with the acquisition of any Aerial Firefighting Services.

#### 1.3. Reference Documents

- a. This Invitation to Tender comprises several documents:
  - Invitation to Tender for Aerial Firefighting Services 2019 Onwards (this document);
     and
  - ii. Table of Services (Appendix 1 of this document, provided as both a PDF file and an Excel spread sheet for convenience); and
  - iii. How to use NAFC's Electronic Tender Portal (TenderLink) (Appendix 2 of this document); and

- iv. How to use ARENA (Appendix 3 of this document); and
- v. NAFC Specimen Contract, including Schedules; and
- vi. All relevant NAFC Standards and Guidance Notes
- b. All referenced documents may be downloaded from NAFC's website.
- c. In addition, several template documents (**Response Forms**) are provided for tenderers to download from NAFC's Electronic Tender Portal (TenderLink), complete, and submit as part of their tender.

#### 1.4. Definitions and Abbreviations

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

AAS Platform or Air Attack Platform or Air Attack Supervision 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 the Members.

**Aerial Firefighting** means the operation of an aircraft in support of activities conducted by a Member associated with, 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, MFU, (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 Operators 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 the 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 person authorised by a Member to standby or conduct operations.

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

**Contractor** means the party in a 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.

**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.

**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).

**Dovetail** means where two Services are awarded with the same aircraft, where the end of the first Service's Service Period and commencement of the second Service's Service Period are guaranteed not to overlap.

**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 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 through the air.

**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 or electronic record 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.

**ISA** means the International Standard Atmosphere.

**Member** means any party which has executed the Resource Management Agreement with AFAC. The Members receive benefits and have obligations under the terms and conditions of this Contract either individually or collectively.

**MFU** means a self contained Mobile Fuelling Unit, and collectively any vehicle, including any fuel truck, tanker, towing vehicle, trailer, Personnel and associated equipment (meeting the specifications of this Contract), that are required to deliver fuel into an aircraft. A MFU is intended to be mobile and may move from one location to another supporting aircraft.

**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 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 normally 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 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. The method of calculation is set out in *NAFC Standard PR-003: Definition of Passenger Carrying Capability – Firefighting Aircraft* 

**Personnel** means any person, who is an employee, officer, independent contractor, 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 and personnel employed or engaged by a subcontractor.

**Primary Service** means that for this Service, the occurrence of a Service Period is guaranteed for each year of the Contract Period.

**Secondary Service** means that for this Service, the occurrence of any Service Period is not guaranteed.

**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 the Members under the Contract.

**Service Period** means a length of time where Contractors are to provide the Services to carry out aerial firefighting and other emergency operations and activities as set out in this Contract. There may be more than one Service Period in each year of the Contract Period.

**Specialist Intelligence Gathering Aircraft** means an Aircraft which is specially equipped for the purpose of collecting and disseminating intelligence about a fire (or other event) from the air.

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

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

Type - refer to NAFC Type.

**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. 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 TENDER

#### 1. INFORMATION FOR TENDERERS

#### 1.1. Context of this document

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

#### 1.2. Tender Process and Plan

- a. This timetable is provided to give tenderers an indication of the timing of the tendering process. It is indicative only and may be changed by NAFC in accordance with the terms set out in this Invitation to Tender.
- b. The Qualification Stage (Stage 1) is where tenderers will be evaluated based on the criteria outlined in Part A, Section 3.1. This process is expected to conclude during March 2019.
- c. The Pricing Stage (Stage 2) will follow the Qualification Stage and will include an evaluation process. Those tenderers shortlisted after the Qualification Stage will be invited to submit tender information for the Pricing Stage. This invitation is expected to be issued during April 2019.
- d. Successful tenderers will then be notified that they have been selected as the 'preferred supplier' to provide specific Services and the parties will enter into negotiations with the aim to formalise a Contract.
- e. This Invitation to Tender process is planned to conclude with the execution of Contracts beginning mid-2019 (with Northern Territory Services earlier in the process).

#### 1.3. Differences from Previous Processes

- a. Key differences in this process compared to earlier NAFC Invitations to Tender for Aerial Firefighting Services include:
  - NAFC Members are seeking to have some Services where more than one Service Period applies in each 12-month period, e.g. there may be Spring, Summer and Autumn periods.
  - ii. Some requirements previously located in the Specimen Contract are now included in NAFC Standards. These Standards should be read in conjunction with the suite of ITT AFS 2019+ documents as outlined in the Introduction, Section 1.3.
  - iii. The use of ARENA to capture company and aircraft information (refer to Appendix 3 for further information about using ARENA).
  - iv. The use of TenderLink for the provision of tender documents and submission of tender responses (refer to Appendix 2 for further information about using TenderLink).
  - v. The NAFC Specimen Contract has new requirements for Insurance. Including specific text for the 'named insured'.

#### 2. TENDER STAGES

# 2.1. Stage 1 – Qualification Stage

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

# 2.2. Stage 2 – Pricing Stage

- a. Stage 2 of this Invitation to Tender is the Pricing Stage. At this stage firm pricing will be sought and tenders will then be evaluated principally on the value-for-money of the Services tendered. It should be noted that:
  - i. Post-tender negotiations may occur with higher-ranked, or any, tenderers
  - ii. Further referee checks, audits and other due diligence checks may occur when assessing tenders at the Pricing Stage

#### 2.3. Contract Award

- a. Following the evaluation of tenders at the Pricing Stage, decisions will be made on the awarding of Contracts.
- b. At the successful completion of audits, other pre-Contract due diligence checks and any negotiations, successful tenderers will then be required to enter into a Contract with NAFC.
- c. It is likely that Contracts will not be awarded for all the Services listed in the Appendix 1: Table of Services. This will depend on the available budget and the suitability, cost effectiveness and productivity of the tendered solutions.
- d. It is possible that Contracts may be awarded for Services not listed in the Appendix 1: Table of Services. This will depend on the suitability, cost effectiveness and productivity of the tendered solutions, and the available budget.

# 3. TENDER EVALUATION CRITERIA

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

# 3.1. Stage 1 – Evaluation Criteria

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

# a. Capacity

- i. The competence of the tenderer to provide the required Service, based on information in the tender, public information, other information sourced from the tenderer; and on past performances in the industry.
- ii. The capability of the tenderer to provide the appropriate aircraft, personnel, organisational structure, training and material resources needed to perform the Service.
- iii. The capacity of the tenderer to supply tendered Services and any optional and additional capabilities.

#### b. Quality

- i. The ability of the tenderer to have controls in place to successfully manage safety, quality, risk, finance, employees and subcontractors.
- ii. An organisational culture that is fit for servicing emergency management and land management operations.
- iii. A commitment to provide a consistent, high-quality service.

#### c. Solution

- i. How well the tendered solution responds to the Service description listed in the Invitation to Tender, and the requirements of the Specimen Contract (including preferred and optional items).
- ii. The suitability of the tendered aircraft and equipment to supply the Service(s), including capability, performance, capacity, maintenance, spares inventory and fuel.

# 3.2. Stage 2 – Evaluation Criteria

Stage 2 Evaluation Criteria will, in addition to the Stage 1 criteria, involve an assessment of value for money (including price, non-price and risk consideration), including:

- i. Capacity and ability of the tenderer to supply the number of Services under consideration.
- ii. Total price and pricing arrangements, including synergies or discounts for multiple Services.
- iii. Cost effectiveness and productivity of the tendered Service, including cost per litre of Fire Suppressant/Fire Retardant delivered.
- iv. Value that the tendered solution provides in meeting the needs of the Member for the relevant Service and the overall fleet.

# 3.3. Stage 1 & 2 – Due Diligence

Throughout Stages 1 & 2 due diligence items that may be considered towards the overall evaluation of a tendered Service or tenderer including:

- i. Compliance with the terms and conditions of the Specimen Contract and the Invitation To Tender.
- ii. A tenderer's organisational, legal and ethical ability to provide the Service.
- iii. The commercial viability and financial risk rating of the tenderer's organisation currently and for the duration of the Contract Period.
- iv. The quality, presentation and structure of the tenderer's response to this Invitation to Tender.

#### 4. CONTRACT

#### 4.1. The Contract

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

# 4.2. Contract Period

- a. This Invitation to Tender requires tenderers to submit tenders based on a Contract Period of three years (which will provide at least three Service Periods), plus two optional one-year extensions (referred to as 3+1+1) commencing in 2019-2020.
- 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. Tenderers who propose alternatives should clearly outline the proposed arrangements and the scope of the likely benefits in their response to Stage 1. Where appropriate, NAFC may invite tenderers to further develop and price alternative Contract Periods at Stage 2. Alternative Contract Periods will only be considered if a fully compliant tender is also submitted.

# 4.3. Aircraft Utilisation

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

# 4.4. Air Operators Certificate Holder as Contractor

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

# 4.5. Contracting with Overseas Operators

- a. Whilst it is possible for NAFC to contract directly with operators that are not domiciled or based in Australia, it is expected that Australian based operators will be able to demonstrate certain advantages that will be favourable in the evaluation process – such as ready access to infrastructure, support facilities, back-up crew and so on.
- b. In addition, there are some specific Contract requirements that need to be met within Australia for example Performance Bonds (Bank Guarantee) where required, must be raised with approved financial institutions based in Australia. The nominated manager of any Contract must also be based in, or have a delegate acceptable to NAFC, in Australia.
- c. Overseas based operators that are considering the provision of Aerial Firefighting Services in Australia are encouraged to consider forming a partnership or strategic alliance with an Australian based organisation that has suitable infrastructure and capability in Australia.
- d. Where a Contract is entered into with a Contractor who is not based in Australia, a specific risk management plan may be required to be prepared at the Contractor's expense.

### 4.6. Contractor Performance Monitoring

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

# 4.7. Financial Security

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

#### 5. CONDITIONS OF TENDER SUBMISSION

# 5.1. Terms of Participation

- a. This Invitation to Tender must not be construed, interpreted, or relied upon, whether expressly or impliedly, as an offer capable of acceptance by any organisation, or as creating any contractual, promissory, restitutionary or other rights.
- b. Whilst all due care has been taken in the preparation of this Invitation to Tender, NAFC makes no representations or warranties that the content or any information communicated or provided to tenderers during the tender process is, or will be, accurate, current or complete.
- c. If a tenderer finds or reasonably believes that it has found any discrepancy, ambiguity, error or inconsistency in this Invitation to Tender or any other information communicated or provided by NAFC, the tenderer must promptly notify NAFC in writing. NAFC will then consider what, if any, corrective action is required. Any corrective action taken will be notified to all tenderers without attribution to the tenderer that alerted NAFC.

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

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

# 5.2. Tender Response Parameters

Each tenderer may tender for <u>one or more</u> of the individual Services listed in the Appendix 1: Table of Services. Only one tender response is permitted for each individual tenderer. This single tender response should include <u>all</u> the Services being tendered and all the options tendered for each Service.

- b. An individual tenderer may be a consortium or partnership of organisations, each of whom will become jointly and severally liable for delivery of the Services if the tender is accepted.
- c. A supplier organisation that is a member of a consortium or partnership for the purpose of tendering may also tender in their own right or as part of another consortium or partnership. In such cases each tender will be treated as independent, separate and complete tenders and will be evaluated entirely separately.

#### 5.3. Specimen Contract Compliance

- a. A full Compliance Statement is not required for this Invitation to Tender. Instead, for any non-compliance or partial compliance to one or more clauses of the NAFC Specimen Contract, the tenderer is asked to detail their non-compliance or partial compliance in the Section 8: Contract and Other Compliance Form within the Invitation to Tender.
- b. Where a tenderer either partially complies or cannot comply with a clause then tenderers must include the clause and Schedule reference (if applicable), outline what the issue is and propose an alternative to the clause in question in the Section 8: Contract and Other Compliance Form. The tenderer should also include any proposed resolution or a description of any benefits of non-compliance or partial compliance.
- c. Where a tenderer either partially complies or cannot comply with the requirements of a NAFC Standard, or any aspect of the Invitation to Tender including the Appendix 1: Table of Services, then the tenderer must include the reference to the Standard, or section of the Invitation to Tender, outline what the issue is and propose an alternative to the item in question in the Section 8: Contract and Other Compliance Form. The tenderer should also include any proposed resolution or a description of any benefits of non-compliance or partial compliance.
- d. In the case of clauses and other items identified as 'Preferred' or 'Optional', unless otherwise stated in the tender response it will be assumed that the tenderer does not comply with these clauses of the Specimen Contract including the Schedules and Invitation To Tender.
- e. Before completing the Section 8: Contract and Other Compliance Form please note the following:
  - i. Tenderers presenting a significant number of contract departures or who seek to significantly offset risk to NAFC will affect the result of their evaluation scoring.
  - ii. Tenderers risk having their tender set aside if NAFC considers proposed changes to the Specimen Contract to be unacceptable or unmanageable
  - iii. Tenderers should carefully consider the necessity of proposed contract amendments as these may affect the comparability of pricing
  - iv. Tenderers who propose significant contract departures may also be asked to provide pricing with or without contract changes
  - v. Unless otherwise clearly stated it will be assumed that the Section 8: Contract and Other Compliance Form submitted applies to all Services tendered.
- f. If tenderers believe that they significantly exceed the requirements of any clause of the Specimen Contract, then they should articulate this in the relevant section of their tender response.

# 5.4. Service Response

- a. Tenderers must clearly specify the manufacturer, make and model of aircraft that they intend to use to supply the Service. It is intended that tenderers invited to tender at Stage 2 will be limited to offering aircraft of a similar make and model of aircraft tendered at Stage 1.
- b. A higher aircraft Type than that required by any Service may be tendered, however tenders will be evaluated according to the aircraft Type required in the Appendix 1: Table of Services. Where the Service specification in Appendix 1: Table of Services allows for different Types to be tendered, aircraft will be evaluated as tendered (provided they are one of the Types requested).

# 5.5. 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 their tender to be evaluated, tenderers are required to register their organisation and aircraft in ARENA by creating an online account and entering details about their organisation and tendered aircraft.
- c. ARENA provides the option for this information to remain confidential while the tender is open. Should the tenderer choose to mark their information confidential, NAFC and the Members will have access to the tenderer's company details but not details of the tendered confidential aircraft until the close of the tender.
- d. A guide to marking aircraft as confidential in ARENA is described in Appendix 3 of this document.
- e. ARENA can be found at http://arena.nafc.org.au

#### 6. LODGEMENT OF TENDERS

# 6.1. Tender Lodgement

- a. Tenderers should note very carefully that the lodgement of a complete tender requires:
  - i. ensuring that the required information is available in ARENA (this is mainly information regarding the aircraft to be utilised)

AND

- ii. submitting a tender in the NAFC Electronic Tender Portal, that is operated by TenderLink
- b. A tender comprises the relevant documents lodged in the TenderLink portal plus the relevant information in ARFNA.
- c. Tenderers will need to register with TenderLink in order to lodge a tender.
- d. Details about how to use TenderLink for the purposes of responding to this tender are contained in Appendix 2 of this document.

- e. In order to submit a tender, there are several template documents (**Response Forms**) that need to be downloaded from TenderLink, completed and then uploaded back to TenderLink. Tenderers will be directed to these forms as they work through the online submission process. No free form or printed responses will be required. Tenderers will be able to load visual content but only in specified response areas. Visual content such as photographs, diagrams and charts should be kept to a minimum. Only include those necessary to explain a particular aspect of the tender.
- f. Please note that tenderers will require access to recent versions of Microsoft Word® and Microsoft Excel®, running under Microsoft Windows® to complete the Response Forms.

# 6.2. Tender Closing Date and Time

a. The Invitation to Tender closing date and time are:

13:00 Australian Eastern Daylight Time (1:00pm) on 28 February 2019

Tenders **must** be lodged by the closing time.

- b. Tenderers will be able to amend tenders that have already been lodged providing they are resubmitted before the closing time.
- c. Tenderers **must** allow for all possibilities when determining when to submit their tenders. These may include, amongst other things:
  - i. a large number of Response Forms and tenderer specific documents to upload to the TenderLink system.
  - ii. problems with a tenderer's Internet Service Provider (slow speeds, etc.).
  - iii. increased internet traffic volume with the TenderLink system particularly near the closing time of the procurement process making it slow or difficult to upload documents.
- d. NAFC strongly recommends loading and submitting tender responses well before the closing time and date, and that tenderers carefully read and follow all instructions as to how to correctly submit a tender in Appendix 2.
- e. NAFC cannot access any tenders submitted until after the closing time.
- f. NAFC accepts no responsibility for late, incomplete or incorrectly submitted tenders.
- g. Tenderers can amend and resubmit tenders that have already been submitted, providing it is before the closing time and date. <u>Tenderers should make sure that if they do amend their tender that they resubmit the tender once they have completed any amendments.</u>
  Tenderers will <u>NOT</u> be able to submit, amend or resubmit a tender after the closing time.

#### 7. FURTHER INFORMATION

- a. Tenderers should post all queries regarding the content of this Invitation to Tender and the Specimen Contract via the TenderLink forum system. If tenderers have difficulties doing this then the query may be directed via email to tenders@nafc.org.au.
- b. Further general background information on NAFC and Aerial Firefighting in Australia may be obtained at the NAFC website: www.nafc.org.au.

- c. Other communications with NAFC personnel, or Member personnel, or with any consultants assisting NAFC regarding the tender process are not permitted.
- d. In most circumstances answers to any questions submitted regarding this Invitation to Tender will be provided as Addenda to this Invitation to Tender in TenderLink or via email. These Addenda will be available to all organisations who have registered in TenderLink for this Invitation to Tender.
- e. NAFC reserves the right to not respond to any question or request irrespective of when such question or request is received.
- f. Due care will be taken to avoid identifying specific organisations in any answers provided, however, NAFC cannot guarantee that an individual organisation will not be able to be identified from a question or answer provided.

# 8. POST TENDER FEEDBACK

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

# PART B: SERVICE REQUIREMENTS

#### 1. SERVICE REQUIREMENTS / SPECIFICATIONS

#### 1.1. General

a. Tenders are invited for several specified Services as outlined in Appendix 1: Table of Services. Each Service has a unique identifier (Service ID) assigned.

# 1.2. Summary of Service Requirements

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

# 1.3. Availability Types

- a. The Services available for tender will be Primary Services that is, the Contractor will be required to provide the Service for at least one Service Period during each year of the Contract.
- b. After tenders have been evaluated, it may be that some Primary Services are not proceeded with. NAFC may offer tenderers the opportunity to be engaged for these Services on a Secondary basis.
- c. Secondary Services are where the occurrence of a Service Period is <u>not</u> guaranteed in any given year of the Contract Period. Service Periods for Secondary Services are normally only activated for those fire seasons where the fire risk indicates that additional aircraft will be required. Generally this will only happen when a season is forecast to have above normal fire risk. Once a Service Period is activated for a season, it will be of at least the specified minimum length unless otherwise agreed with the Contractor. It is possible, or even relatively likely, that no Service Period will occur during the Contract Period.

# 1.4. Services Required

- a. Tenderers should note that not all Services listed in Appendix 1: Table of Services will necessarily be proceeded with. This will be determined by the suitability and value-formoney of the Services tendered, the total of tendered prices and available funds.
- b. The Table of Services may list more Services for locations than have been engaged in the past. Members are considering options in relation to the best solutions to address aerial firefighting requirements. This may mean that tenders are sought for different Types or numbers of aircraft (listed in Appendix 1: Table of Services as different Service ID's) to meet a requirement. Tenderers should be aware that in these circumstances it is unlikely that all the Services listed will be engaged.

#### 1.5. Contract Periods and Service Periods

- a. The Contract Period is the total period that there is a Contract between NAFC and the Contractor. The actual Aerial Firefighting Services, however, are only required to be provided during a defined Service Period. Normally for Primary Services, there will be only one Service Period in any one year of the Contract Period, coinciding with that year's fire season.
- b. Some Service Periods may require the aircraft to be available for Service Periods on either side of the main fire season (shoulder periods). Examples of this may require the aircraft on an Absolute Availability requirement during the fire season period but engaged on a Partial Availability basis leading up to and immediately after the fire season period. These are identified in Appendix 1: Table of Services.
- c. The Services are required for a 3+1+1 Contract Period; they are required to be provided during Service Periods that coincide with the annual fire seasons for three years (2019-2020, 2020-2021 and 2021-2022) and if NAFC exercises its two options (2022-2023 and 2023-2024).
- d. The commencement date of each Service Period will be notified in advance to the Contractor in accordance with the Notice Period.

# 1.6. Availability Levels

- a. For most of the Services, Absolute Availability is required. This level of availability effectively means that aircraft are committed to the provision of the Service during each Service Period, including any extensions to a Service Period, by requiring that the aircraft be airborne in accordance with the Nominated Response Time requirements (generally within 15 minutes of dispatch during Daylight) for the whole Service Period. This level of Availability may be likened to contracts known as "Exclusive Use" in some other countries.
- b. Please note that NAFC Contract arrangements do not provide for periodic or rostered days off. During a Service Period, the Contractor must have sufficient crew and fatigue management arrangements to maintain readiness and to operate the aircraft 7 days per week, dawn to dusk. However, on most days of low fire risk, the availability requirement may be relaxed to allow for an 8 to 9-hour duty day.
- c. The Contract requirements effectively mean that the Contractor must have the capacity to conduct aircraft maintenance out-of-hours.
- d. For some of the Services or Service Periods, Partial Availability is required. This level of availability only requires the provision of the Service on particular days or at particular times during the Service Period that are notified in advance to a Contractor normally these are days of relatively high fire risk or periods of time when burning operations could be undertaken. A requirement to provide the Service on a particular day may involve standing-by for dispatch in accordance with the Nominated Response Time requirements (most commonly 15 minutes notice) or may involve actual operations; known as being put on Commitment status.
- e. Partial Availability may allow a Contractor more flexibility with crewing or to undertake other work on days of relatively low fire risk or when conditions are not suitable to undertake burning operations.
- f. A typical Partial Availability Service Period may see the Contractor being notified six to twelve hours in advance of a requirement for Commitment status i.e. of a requirement to

standby or to work. Appendix 1: Table of Services may indicate a preferred notice time for Commitment.

#### 1.7. Multiple Services

- a. Tenderers are advised to examine the Services outlined in the Appendix 1: Table of Services carefully and, where practicable, identify synergies in providing more than one Service ultimately resulting in improved service delivery and lower costs.
- b. This may occur in different ways:
  - a tender for multiple Services that all utilise similar aircraft should be able to obtain significant synergies and therefore provide advantages in pricing and service delivery
  - ii. a tenderer may also be able to obtain synergies by dovetailing Services, where the planned Service Periods are complementary. This could be attractive to potential Contractors and ultimately provide benefits in service delivery and pricing. For example, a tenderer who is considering tendering for Services that are generally located in the northern areas of Victoria will note that the likely Service Periods for these Services may complement the likely Service Periods for 4-week harvest services
- c. If there are benefits to NAFC and the Members to have a single Contractor provide multiple Services, NAFC is prepared to arrange the relevant Contracts to ensure that the benefits are realised and to provide the necessary safeguards to the Contractor (e.g. to allow the Contractor time to move aircraft between the different NOBs that apply to each Service or to ensure that dovetailed Service Periods do not overlap).

# 1.8. 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 operators and Personnel.

# 1.9. Notice Periods

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

# 1.10. Ad Hoc Availability of Aircraft Outside of Defined Service Periods

- a. Unless otherwise specified, NAFC will be seeking information from tenderers regarding the availability of their tendered aircraft outside of any Service Periods. This is described in the Specimen Contract as ad hoc engagement; and is the equivalent of aircraft being available on a 'Call When Needed' basis. There is no obligation on the Contractor to provide an aircraft at the time unless agreed.
- b. The duration of any ad hoc engagement will vary according to the requirements of the Member. An ad hoc engagement will be referred to as an ad hoc Service Period.
- c. Tenderers who are short-listed for Stage 2 will be given the opportunity to specify the prices and conditions that will apply if an aircraft is engaged on an ad hoc basis.
- d. If an aircraft under a Contract awarded as a result of this tender is also under a Member's call when needed contract, outside the summer or shoulder Service Periods the Member may consider how to effectively manage any duplication in prices and conditions between the two contracts.

# 1.11. Response and Turnaround Times

- a. In most situations Contracted aircraft will generally be required to be airborne and proceeding to undertake the specified tasks within 15 minutes once dispatch notification has been received by the Contractor from a Member. Tenderers will be given the opportunity to provide an alternative Nominated Response Time and provide reasons for this alternative time.
- b. Tenderers will also have the opportunity to provide further details outlining any factors, limitations, etc. that may impact on the response and turnaround times.
- c. Shorter response times are preferred (i.e. tenderers who propose relatively short and realistic response times will be treated favourably in the evaluation)
- d. Aircraft may be required to respond under a Member's pre-programmed dispatch system, whereby they will receive a dispatch notification electronically, usually by pager rather than by a telephone call. Such dispatches do not change the Nominated Response Time as agreed in the Contract.

# 1.12. Nominated Operational Bases (NOB)

- During the Service Period the aircraft and crew will be based at a location (Nominated
   Operational Base) specified in the Contract unless operations or preparedness require
   otherwise.
- b. The Appendix 1: Table of Services indicates where the NOB for each Service will be located. In most cases only a general area is specified. Where a general area is specified, tenderers should propose a preferred location within that general area for the NOB (if a tenderer has a facility in the area, it will often be most effective to utilise the existing facility).
- c. Tenderers should note that any contracted Service will be part of a national arrangement.

  NAFC may therefore require Contractors to temporarily base contracted aircraft at any suitable location in Australia; or to establish a NOB at a different location from that originally specified in the relevant Contract. These decisions will be based on regular assessment and reassessment of the prevailing fire or other emergency conditions. Where relocation is required, unless specific provisions for relocation are in the Contract, the

- relevant Member would meet the Contractor's reasonable out-of-pocket expenses (i.e. the reasonable costs incurred above those that would have applied to being based at the original NOB).
- d. Where the Appendix 1: Table of Services specifies that a Service is required to move between two or more NOBs over the course of the Service Period, reasonable out-of-pocket expenses for relocation will not be reimbursed. The tenderer should consider these costs when formulating their tender.
- e. The Contractor is responsible for providing all facilities required to support the aircraft and crew at the NOB.

# 1.13. First Load Facility

- a. Tenderers for Type 4 Fixed Wing Firebombing Services should be aware that the Contractor will be required to ensure that, at the Nominated Operational Base, there is a facility that will allow a Type 4 Fixed Wing Aircraft to be dispatched with a first load of Fire Retardant Slurry or Fire Suppressant Solution without delay.
- b. The first load facility must be of a standard and type acceptable to NAFC or the Member. Where an existing facility operated by the Member is available, the requirement may be met by using that facility provided that it is appropriately configured for rapid loading of aircraft without relying on the Member's personnel.

# 1.14. Mixing and Loading Services

- a. Appendix 1: Table of Services specifies that the provision of mixing and loading services at the Nominated Operational Base is preferred or optional for some Fixed Wing firebombing Services. These facilities should include the mixing of Fire Retardant Slurry and Fire Suppressant to a high quality. The tender information should also include methods for the safe and efficient loading of these products.
- b. Tenderers may also outline how they can provide mobile mixing and loading services.

# 1.15. Carriage of Passengers

- a. Tenderers should note that all aircraft that are required to carry passengers must be capable of doing so as a Charter under day Visual Flight Rules (VFR) operation.
- b. Tenderers for Services that require carriage of passengers must provide a Passenger Carrying Capability (**PCC**) number as defined in *NAFC Standard PR-003*.
- c. Tenderers must also specify any limitations that could impact on the ability to carry the maximum number of passengers possible in any tendered aircraft.
- d. Australian civil aviation legislation and regulations (including definitions) around passenger carrying operations may change during the course of the Contract Period. For the purposes of this Invitation to Tender, 'Charter' means the rules applied at any time are those applicable to an air transport operation for the non-scheduled carriage of passengers for hire or reward (by small or large aircraft, as applicable, in what is likely to become CASR Part 135 and CASR Part 121 respectively). These aircraft and operator standards will apply even if the operation is actually conducted as what is currently known as Aerial Work in Australia's civil aviation legislation and regulations.

- e. In other words, aircraft required to carry passengers must have a Standard Certificate of Airworthiness and the AOC holder must have the necessary CASA authorisations for an air transport operation for the non-scheduled carriage of passengers for hire or reward.
- f. For Rotary Wing Aircraft that are required to hold a Limited (Restricted Category)
  Certificate of Airworthiness in Firebombing configuration, a Limited Certificate will normally
  be acceptable provided that the aircraft also has an appropriate Standard Certificate of
  Airworthiness for its normal configuration.
- g. For passenger carrying operations that are not conducted as a Charter operation (e.g. fire spotting is currently defined as Aerial Work) then all Charter standards or requirements that can still practically be met for that particular operation are required to be met.
- h. Where the carriage of passengers for a Service is listed in Appendix 1: Table of Services as preferred, tenderers may propose solutions that are capable of carrying passengers or may propose solutions that are not capable of meeting the requirements of the Specimen Contract for carriage of passengers. Should the solution that is capable of carrying passengers ultimately be accepted, then the requirement for the carriage of passengers will be included in the resultant Contract.

# 1.16. Firebombing Delivery Systems

- a. Firebombing Delivery Systems on tendered aircraft (where required) must have received or be capable of receiving approval (provisional or full) from a Member as set out in *NAFC Standard OPS-001*.
- b. Tenders must include all relevant information that demonstrates how any proposed aircraft and its Firebombing Delivery System meet the Service requirements set out in Appendix 1: Table of Services.
- c. Tenderers should note that aircraft required to undertake winching or rappelling operations, as indicated in Appendix 1: Table of Services, must be fitted with a Firebombing Delivery System of a type compatible with these operations

#### 1.17. Air Attack Supervision Platforms

- a. Appendix 1: Table of Services identifies several Services where the primary purpose is to act as a platform for the supervision of firebombing and other operations as well as undertake mapping and intelligence gathering tasks. These Services are referred to as Air Attack Supervision, or AAS, Platforms.
- b. Tenderers putting forward any AAS Platforms are encouraged to detail additional capabilities that may be available to enhance the AAS Platform Service, either included in the price or on an optional basis (e.g. the provision of infra-red imaging or automated mapping capabilities).

# 1.18. Harvest Period Services

- a. The Table of Services contains Fixed Wing Services which are designated to protect assets and communities in Victoria's cropping belt during the harvest timeframe when the crops are at their most valuable. These Service Periods will be of shorter duration that usual Service Periods and so lend themselves to a dovetail arrangement.
- b. Due to the Service Period having an earlier commencement date than is usual for Victorian Services, turnkey mixing and loading is required as part of the Service being tendered.

Tenderers must provide information as to how they will provide turnkey mixing and loading at remote airbases in the geographical area.

- c. These Services have a fixed starting NOB and are designated as Wet-B. However, the Service may be required to reposition to an alternative NOB at some point during the Service Period. Tenderers must provide information as to how they will meet the Wet-B fuel conditions if the Service is repositioned to another NOB.
- d. While pricing information is not sought at Stage 1 (Qualification Stage), tenderers who are invited to participate in Stage 2 (Pricing Stage) will be invited to provide pricing information to maintain turnkey mixing and loading and Wet-B fuel supply, including the case where the Service may be repositioned to another NOB.

#### 2. SPECIALIST OPERATIONS AND TASKS

# 2.1. Specialist Intelligence Gathering (SIG)

- a. The Appendix 1: Table of Services includes a number of Services requiring, or preferring, the aircraft to act as a platform for intelligence gathering and dissemination using specialised equipment. The primary role of the SIG Platform is to collect, process and disseminate detailed fire and emergency intelligence information including video, images and maps.
- b. Schedule C of the Specimen Contract provides further details of the requirements for these Services. Tenders for these Services must provide comprehensive details of their proposed solution including the manufacturer and model of sensor equipment, integration software and equipment and communications equipment.

#### 3. ADDITIONAL INFORMATION

#### 3.1. Fuel

a.

- Each Service is specified on the basis of one of the following two fuelling options:
  - i. Wet-A: the Contractor is responsible for the provision of fuel, fuelling facilities and infrastructure. The Contractor is required to be self-contained, self-sufficient and mobile in the provision of fuel in most circumstances. The Contractor may be required to supply fuel to other operator's aircraft in specified circumstances.
  - ii. **Wet-B**: 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. Where required, tenders must include specific and comprehensive details of proposed fuelling arrangements.
- c. When prices are sought in Stage 2 of this procurement process, all costs associated with the provision of fuel must be included in the Contract Price.
- d. Tenderers who are in a position to supply supplementary fuelling capability (e.g. an additional MFU that could be used independently to supply fuel to other aircraft) should detail such capabilities in their tender.

#### 3.2. Insurance

- a. Tenderers must note the requirements for public liability and other insurance as set out in the Specimen Contract. The Specimen Contract indicates the insurance amounts required for each aircraft Type and configuration.
- b. Contractors do not necessarily have to take out specific public liability insurance for each and every aircraft providing the Services but must ensure that there is appropriate insurance taken out by the Contractor that will cover each and every occurrence for every aircraft utilised to provide the Services.

# 3.3. Additional or Supplementary Capabilities

- a. Tenderers are encouraged to put forward any relevant additional or supplementary capabilities that they are in a position to provide. Such solutions will only be considered alongside or in addition to a conforming tender. Capabilities of particular interest include, but are not limited to:
  - i. infra-red and visual imaging and recording systems, especially on Air Attack
     Supervision aircraft
  - ii. data communication systems
  - iii. automated (GPS based) mapping
  - iv. night vision or synthetic vision capability
  - v. fixed or mobile mixing and loading services
  - vi. MFU or fuelling capability additional to that specified for the Services tendered.

#### 3.4. Alternative solutions

- a. NAFC is currently of the view that only solutions that use conventional aircraft (fixed wing or rotary wing) will meet the service requirements outlined in this Invitation to Tender.
- b. NAFC is however prepared to consider alternative solutions that clearly meet the service requirements. Such tenders may, for example, propose remotely piloted aircraft. It is conceivable that a tender could offer a combination of remotely piloted and conventional aircraft options to meet the service requirements.
- c. Tenders that suggest using alternative solutions alongside conventional aircraft must clearly demonstrate how current legislative airspace and operating limitations relating to these alternative solutions would be managed and how the service requirements would be met.

#### 3.5. Pricing

- a. Pricing information is NOT being sought at this Qualification Stage (Stage 1). The following information regarding pricing is provided at this stage as background to assist generally with the preparation of tenders.
- b. Should a tenderer be invited to participate in the Pricing Stage (Stage 2) they will be asked to consider the following when proposing prices:
  - For Absolute Availability Service Periods, providing a daily Standing Charge (inclusive of any mobilisation/demobilisation costs) and an hourly Operating Charge.

- ii. For Partial Availability Service Periods, providing a daily Standing Charge for the Service Period, a Commitment Charge for those days the aircraft is of Commitment status as well as an hourly Operating Charge when tasked.
- iii. For ad hoc engagement Service Periods, providing a daily Standing Charge or a daily charge only for those days the aircraft is of Commitment, as well as an hourly Operating Charge when tasked.
- iv. The provision of discounted prices for any extensions to Service Periods.
- v. Ensuring the prices incorporate any specific requirements, including fuelling arrangements, for individual Services. Where requirements are identified as 'optional' or where tenderers are offering additional capabilities, clearly indicating whether the Contract Prices incorporate these optional/additional components or are provided as an extra cost.
- vi. Price rises and variations (including fuel pricing and/or exchange rates, if applicable) that accurately reflect annual pricing pressures.
- c. Further comprehensive details regarding pricing expectations will be provided as part of any invitation to tenderers to participate in the Pricing Stage (Stage 2).

#### PART C: TENDER RESPONSE

This Part C outlines the information to be included in your tender response. To assist with planning a tender response it reproduces the headings and questions from the various tender Response Forms. The information below is for reference only. Please use the forms in the tender portal when submitting a tender.

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

#### 1. TENDERER INFORMATION

Complete the Tenderer Information form.

#### 2. DECLARATIONS

#### 2.1. Authorised Person

In submitting this tender, pursuant to the *Electronic Transactions Act 1999* (Cth), the person identified by the user registration logon is duly authorised by the responding organisation to submit this tender. If this is the case then enter your name and the word "Agree", e.g. "Mary Smith – Agree". If this is not the case, write the reason why you do not agree with the statement.

# 2.2. Tender Participation Terms and Conditions

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

#### 2.3. Conflict of Interest

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

#### 2.4. Judicial Decisions

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

#### 3. TENDER EXECUTIVE SUMMARY

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

#### 4. ORGANISATION

#### 4.1. Company Structure and Ownership

Provide detailed information relating to the company structure and ownership of the organisation tendering for 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 Aerial Firefighting or other relevant services.

# 4.3. Key Staff – Management & Operational

Provide summary information on the qualifications, experience and roles of key personnel who manage the organisation and/or deliver the Services. This may include qualifications, training licences, ratings, endorsements, skills, competencies and experience. Include details of management structure and reporting lines. Note that comprehensive details for other flight crew are not required for this Tender.

# 4.4. Organisational Capacity & 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.

#### 4.5. Innovation

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

# 4.6. Culture

Provide information relating to your 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.

#### 4.7. 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.

#### 4.8. 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.

# 4.9. 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 tenderer's company and affiliated companies in the last 5 years.

#### 4.10. Current References

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

#### 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 tendered.

# 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 tenderer's other systems for managing safety of operations. Describe how your safety management system would apply when providing the Services tendered.

# 5.3. Workplace Occupational Health & Safety Program and Systems

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

# 5.4. Risk Management Systems

Provide details of any organisational risk management policy, strategy, plan or system that is in place or 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 Management & Prevention

Demonstrate how your organisation is committed to minimising 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 & Crewperson Management

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

Note that separate headings are provided below for Drug and Alcohol Management Plans, 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 are 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 Plan

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

# 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 tendering for.

#### 5.13. Check and Training System

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:

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

#### 6. INFRASTRUCTURE AND MAINTENANCE

### 6.1. Support Infrastructure - Organisation

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

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

#### 6.4. Maintenance - Facilities

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

# 6.5. Maintenance - Spares

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

#### 7. AIRCRAFT AND SERVICES

# 7.1. Aircraft Tendered

Enter details of each and every aircraft being tendered in ARENA. Follow the specific instructions found in the Invitation to Tender document.

### 7.2. Aircraft and Services Matrix Form

Complete and upload the Aircraft Services Matrix Form, following the specific instructions on the form.

#### 7.3. Overview

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

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

If applicable include any preference to be awarded services on a Partial Availability basis.

# 7.4. Firebombing Delivery Systems

Other than the information provided in ARENA, provide any additional narrative relating to the Firebombing Delivery System (i.e. tank and bucket 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 any certification restrictions applying with the Firebombing Delivery System fitted such as; airspeed limitations, the ability to carry passengers etc.

Include details of the water carrying capacity for each Firebombing Delivery System (e.g. tank or bucket) 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.

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 automatic or manual gel and or foam mixing capabilities, concentrate capacities, compatible foam or gel types, number of loads typically carried before reloading.

#### 7.5. Avionics & Communications

Other than the information provided in ARENA, provide any additional narrative relating to the avionics and communications equipment to be utilised in the provision of the Services being tendered. 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 tendered for Air Attack Supervision or , Air Observing roles provide additional details of equipment used by agency staff including intercom systems and radio selectors.

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

#### 7.6. Aircraft Performance Enhancement

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

### 7.7. Global Positioning Systems

Other than the information provided in ARENA, provide details relating to the Global Positioning Systems to be utilised in the aircraft being tendered.

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

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

# 7.8. Tracking Systems

Other than the information provided in ARENA, provide any additional narrative relating to the tracking systems to be utilised in the aircraft. Where appropriate include details of tracking for the MFU and any other support vehicles being tendered. Include an outline of how the data will be delivered into AFAMS.

Note: Event reporting and messaging is covered in following questions.

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

# 7.9. Engine and Flight Event Reporting System

Provide a description of the event reporting system being used to report engine start/stop and flight events in the aircraft being tendered.

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

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

### 7.10. Firebombing Event Reporting System

Where appropriate provide a description of the firebombing event reporting system to be utilised in the firebombing aircraft being tendered.

Include details of the sensors or devices that will be used to trigger 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 or bucket and how much is dropped.

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

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

#### 7.11. Messaging System

Where appropriate provide a description of the messaging system to be utilised in the aircraft being tendered.

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

# 7.12. Aircraft Trend Monitoring Systems

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

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

### 7.13. 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 aircraft being tendered.

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

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

# 7.14. Specialist Intelligence Gathering Equipment

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

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

- f. broadband point-to-point communications to deliver data-intensive information to ground users (if applicable)
- g. wide area communications to deliver compressed or selected images and other data to users on the ground
- h. systems for measuring and recording ambient atmospheric conditions and transmitting meteorological data to selected ground users
- i. integration of in-aircraft systems
- j. any relevant aircraft and Contractor capabilities not otherwise included in ARENA.

### 7.15. Night Visual Flight Rules & Instrument Flight Rules

If tendering for Services involving flight under the Night Visual Flight Rules and / or Instrument Flight Rules, and other than the information provided in ARENA, 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 tenderer capabilities.

# 7.16. Nominated Operational Base

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

For Fixed Wing Firebombing Services provide details of any 'first load' mixing and loading facilities proposed for the NOB.

Where the Service being tendered for includes a requirement for moving NOB facilities, provide comprehensive detail as to the proposed portability of base facilities.

### 7.17. Mixing and Loading

If tendering to supply mixing and loading services (other than first load facilities) provide any detailed information relating to the mixing and loading facilities and arrangements being proposed for each Service.

# 7.18. Activation Systems

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

#### 7.19. Response and Turnaround Times

Provide information as to how long it will normally take for the tendered 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 tendered aircraft, at the tendered base.

Include details for each of the following three scenarios:

- a. cold start (e.g. first start of the day with aircraft parked with covers on and daily inspection not yet completed)
- b. warm start (e.g. aircraft previously prepared for minimum start time)
- c. 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.

#### 7.20. Notice Period

Provide any information regarding conditions relating to the tendered Notice Periods (number of days' notice to start a Service Period), additional to that given in the Aircraft Services Matrix Form.

#### 7.21. Partial Availability Services

If tendering to supply Partial Availability Services provide information regarding partial availability conditions (e.g. commitment / response times) you propose. 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.

### 7.22. Availability of Aircraft Outside of Service Period

Provide information regarding the projected availability of contracted aircraft outside the likely Service Period(s), e.g. for Aerial Firefighting during "shoulder" seasons or year round or ad hoc engagement, for Aerial Firefighting or other emergency operations and activities such as flood or storm relief or for routine training and familiarisation exercises. Indicate any preference for the form of availability, e.g. Call When Needed, Partial Availability etc. Details of any 'outside the Service Period availability' will be confirmed in Stage 2 of the Tender for any tenderers progressing to Stage 2.

# 7.23. Fuelling Facilities / MFU

Provide details relating to any fuelling facilities being tendered to support the aircraft being tendered. Include details of both fixed and mobile fuelling facilities.

# 7.24. Support Vehicles

Describe any support vehicles other than MFUs proposed as part of the tender; provide details as to how these support vehicles will assist with providing the Service.

# 7.25. Alternative and Additional Capabilities

Provide information not provided elsewhere on any alternative and/or additional capabilities offered by the tenderer's organisation. This may include, amongst other things, imaging equipment, automated mapping systems, data communication systems, night vision or synthetic vision capabilities, 360 degree streaming cameras, and additional fuelling equipment.

#### 7.26. Aircraft Type Calculations

Clearly set-out the calculations used to determine the aircraft Type being tendered for each Service. Specifically for firebombing aircraft show the calculation used to determine each aircraft's water carrying capacity.

Note: Tenderers are advised to read and understand the details of *NAFC Standard PR-001:* Categorisation of Rotary-Wing Aircraft used for Firebombing Operations and *NAFC Standard PR-002:* Categorisation of Fixed-Wing Aircraft used for Firebombing Operations for definitions of aircraft types before responding to this question.

# 7.27. Passenger Carriage Capability Calculations

Detail the Passenger Carrying Capability (PCC) of each aircraft being tendered.

Clearly set-out the calculations used to determine the PCC for each aircraft tendered.

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

Note: Tenderers 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.

### 7.28. High Volume Delivery Calculations

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

Note: Tenderers are advised to read and understand the details of *NAFC Standard PR-001*Categorisation of Rotary-Wing Aircraft used for Firebombing Operations before responding to this question.

### 7.29. Aircraft Fuel Capacity and Endurance

Clearly set out the calculations used to determine the aircraft fuel capacities and loads provided in ARENA. Include calculations of fuel burn and endurance under conditions typically encountered during fire operations.

# 7.30. Other Calculations or Analysis

Provide any other calculations or analysis which might be considered.

## 8. CONTRACT AND OTHER COMPLIANCE

# 8.1. Contract Departures

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

#### 8.2. 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 Invitation to Tender including the Table of Services and other Appendices.

#### 9. CERTIFICATIONS

### 9.1. Air Operator's Certificate

Provide details of any current Air Operator's Certificates (**AOC**) applicable to the Services being tendered. Ensure this AOC covers operation types and aircraft types applicable to the tendered Services. Where you are unable to supply a current AOC applicable to the tendered Services provide information pertaining to the tenderer'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, even if they have already been entered in ARENA. Make sure all pages of AOCs are included not just the cover page.

# 9.2. Certificates of Airworthiness

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

### 9.3. Supplemental Type Certificates and Engineering Approvals

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

### 9.4. Specific Approvals

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

### 9.5. Insurances

Demonstrate your organisation's understanding of the insurance requirements for the Services tendered 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 tendered.

# **APPENDIX 1: TABLE OF SERVICES**

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

# APPENDIX 2: HOW TO USE 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 tender.
- b. TenderLink is a secure system with features that enable online tender submissions and manages the documents and workflow of a tender. The major benefits are:
  - Secure storage of data and immediate availability of tender 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. Tenderers can re-open, amend and re-submit the response until the closing date
- c. Tenderers are required to register an account with TenderLink. Registration is free of charge. Registration will also allow prospective tenderers to receive any notifications or addenda associated with the tender process
- d. All the Response Forms for download, completion and submission are provided in TenderLink.
- e. The TenderLink website provides links to video tutorials as to how to use the site and tenderers are encouraged to utilise these video tutorials.
- f. Tenders will only be accepted when submitted through TenderLink.
- g. Tenderers are strongly encouraged to allow time to submit their response via TenderLink before the tender closes.

### 1.2 TenderLink Issues and Contacts

- a. TenderLink has an online user forum which potential tenderers can access after registration. Any queries tenderers may have regarding the content of the ITT, 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 tenderers equal access to information. Where NAFC provides a public answer in this forum, all prospective tenderers 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. In most circumstances, answers to any questions submitted regarding the ITT AFS 2019+ will be provided via email and/or as Addenda in TenderLink. This process will similarly enable all potential tenderers the same equal access to new information provided as an answer to a query.
- 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. Note that images below are provided as examples only and may include text that refers to an earlier tender process.
- b. Potential tenderers can register as a supplier with TenderLink at <a href="https://www.tenderlink.com/nafc/">https://www.tenderlink.com/nafc/</a>:



c. Completing the Registration screen will allow your company access to complete the tender documents. Note that the ABN quoted here MUST match exactly to that quoted in ARENA and the Aircraft and Services Matrix Form:



# 1.4 Downloading Tender Response Forms

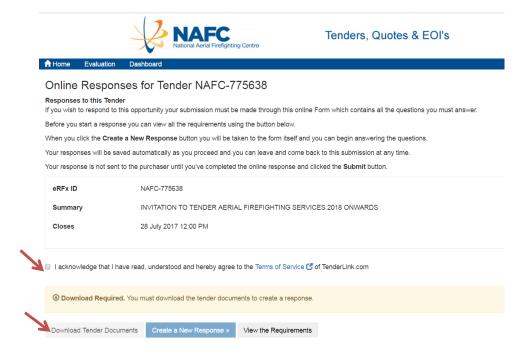
a. After registering, NAFC's TenderLink home page will be displayed. Under the tab **All Current Tenders,** the tender "ITT AFS 2019+ Stage 1" will be visible. Click on the link to show the tender page from which all documents are downloadable:



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



c. Tick the terms of service box and Press **Download Tender Documents** button. Tenderers are required to download all of the tender documents for review, including the Response Forms, as part of the submission process:

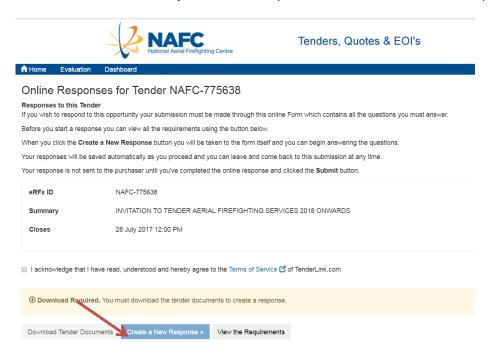


- d. Documents are downloaded as a zip file. NAFC strongly advises tenderers to save the file to a folder on their computer to allow reviewing of the documents.
- e. The zip file will include a number of Response Forms. Tenderers are required to complete these Response Forms and upload them in order to submit their tender.

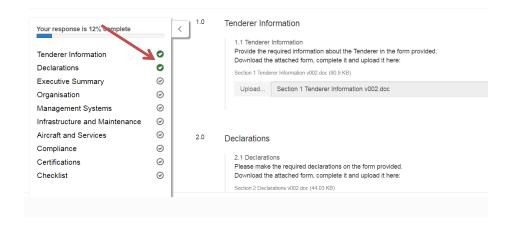
- f. The Response Forms downloaded in the zip file can be completed ready to be uploaded to TenderLink as described below. Alternatively, the Response Forms are made available as you work through the upload process.
- g. Tenderers have the option to view the response sections by pressing the **View the 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 tender

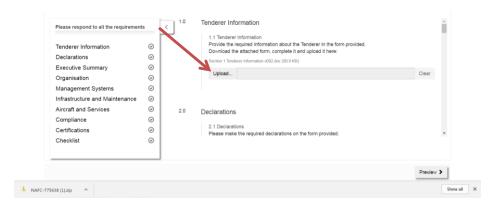
- a. Before submitting a tender, Tenderers should:
  - take all steps to ensure that the Response Forms are free from anything that might reasonably affect useability or the security or operations of NAFC's Electronic Tender Portal and/or NAFC's computing environment
  - ensure that Response Form files 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
  - iii. submit their tender in accordance with the requirements set out in Part A of the ITT. Failure to comply with any or all of these requirements may result in the tender not uploading successfully or may eliminate the tender from consideration
  - iv. note that tenderers must allow sufficient time for tender lodgement, including time that may be required for any problem analysis and resolution with NAFC's Electronic Tender Portal prior to the closing time
- b. Press the Create a New Response button to proceed to the tender submission process:



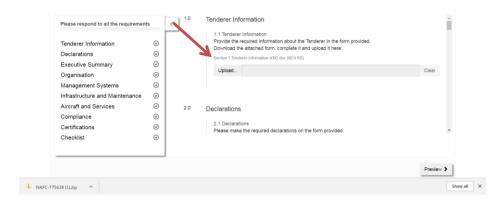
c. Each Response section is listed on the left hand side of the screen, alongside a grey tick symbol. As each response section is successfully completed, the grey tick changes to green:



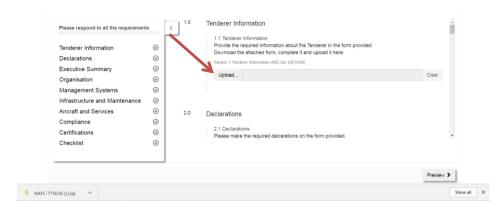
d. The right hand side of the screen displays the upload field for each question:

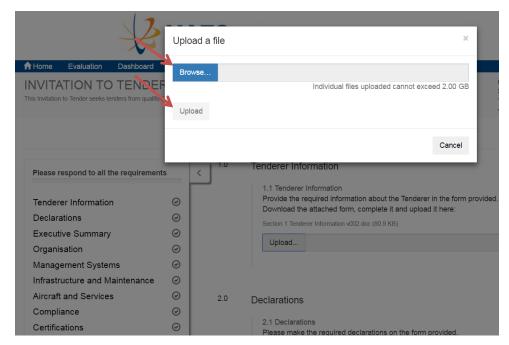


e. Tenderers can download fresh copies of the Response Forms from the grey hyperlink displayed on this screen. These copies will be the same as those downloaded as part of the zip file in step 1.4 (c); giving the option to download fresh copies if required:

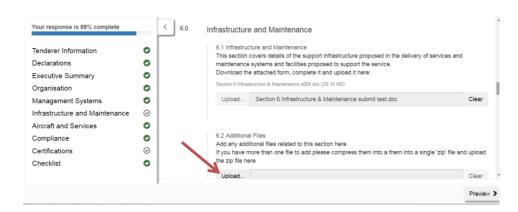


f. Tenderers are required to methodically upload each Response Form under its correct heading; for example the Response Form for "Tenderer Information" is uploaded at the field under "Tenderer Information". Press **Upload**, then **Browse**, then **Upload** to select the completed form located on the tenderer's computer and upload it to the site:

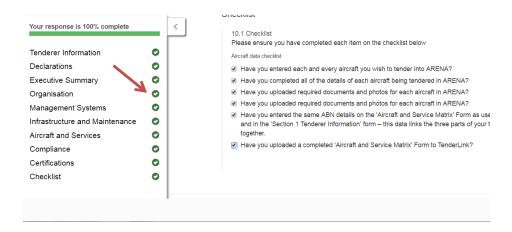




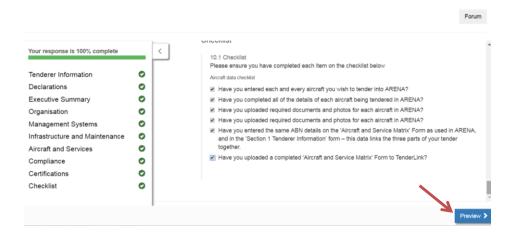
g. Some sections allow for the upload of both the mandatory Response Form, alongside the optional provision of additional information. Each field within these sections allows for the uploading of a single file only. Where the tenderer seeks to provide more than one additional file, they must compress them into a single "zip" file and upload this zip file to the **Additional Files** field:



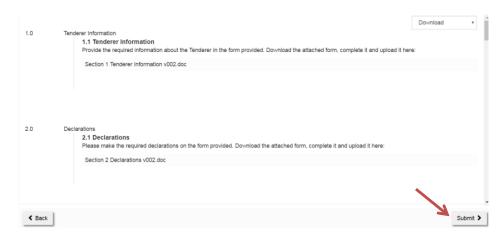
- h. This upload process saves the completed Response Forms to the TenderLink website without submitting the tender at this stage. Tenderers may edit the Forms (by removing, modifying and again uploading the Forms) before the final submission button is pressed. Pressing Clear on any upload bar will remove the Form from the question, allowing a tenderer 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.
- i. Tenderers 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 tenderer to where they were, with all Forms still there. Forms uploaded will stay in this pending status until the final submission button is pressed.
- j. Once all Response Forms are complete and have been uploaded to TenderLink, the screen will show a series of green ticks. Tenderers 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):



k. Press **Preview**, which will allow a final check of the information uploaded:

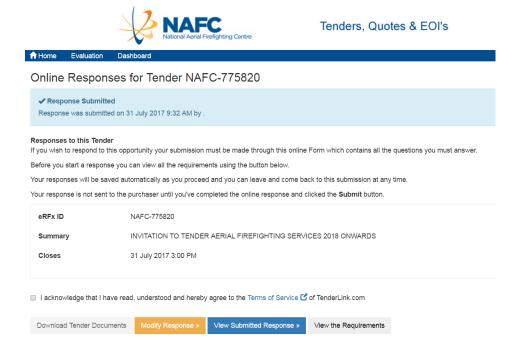


I. Finally, press **Submit**:



m. Tenderers will receive a confirmation message that the response has been submitted.

Tenderers will also receive a confirmation by email (to the email address provided at login):

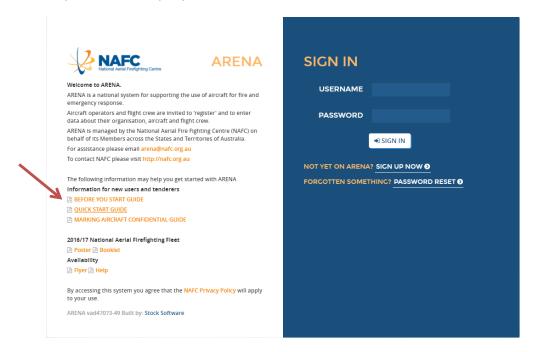


- n. Tenderers can view or modify their response at any time until the tender close. Logging in to TenderLink and Pressing **Modify Response** will allow tenderers to clear a Response Form and upload a new version.
- o. If tenderers choose to modify their response before the closing time they must ensure they again press the **Submit** button (once modifications are complete). Tenderers receive a confirmation message onscreen and by email on each occasion they press **Submit**.

#### APPENDIX 3: HOW TO USE ARENA

#### 1.1 1.1 General

- a. Submission of a tender in this process requires the entry of company and aircraft information into NAFC's online system ARENA.
- b. NAFC will utilise the information entered in ARENA to evaluate the company and aircraft tendered.
- c. ARENA is located at https://arena.nafc.org.au.
- d. The login page on ARENA displays links to user guides and other information. It is recommended that prospective tenderers read and familiarise themselves with all of the steps to enter company and aircraft details.

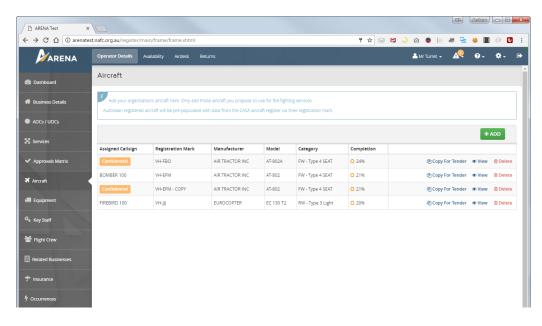


- e. All tendered aircraft must be entered into ARENA.
  - If your aircraft doesn't yet have a registration mark enter a placeholder registration mark that will uniquely identify the aircraft (e.g. "MyCompanyName-001").
  - ii. If the make and or model for your aircraft is not yet listed in ARENA select 'OTHER' as the make and / or model when you first enter the aircraft. For these 'OTHER' aircraft you can enter the make and model in the 'Aircraft Popular Name' field.
  - iii. ARENA uses orange and green coloured icons to indicate the completion of mandatory data fields. It is strongly recommended that tenderers complete all possible fields for each aircraft to ensure the evaluation group has enough information to evaluate the aircraft tendered.
- f. Entry of comprehensive flight crew information in ARENA <u>is not required</u> for this tender process, apart from entry of data required in the 'Key Staff' section for Operators.

g. Existing ARENA users do not need to re-register or re-enter any data in ARENA, However existing users are encouraged to ensure that all data about their company and aircraft is up to date and complete.

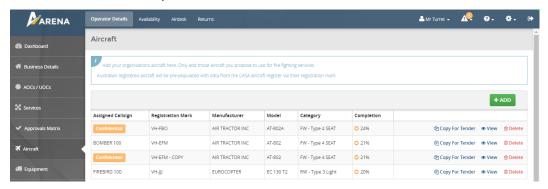
### 1.2 Marking an aircraft as confidential for tender

- a. For this tender process, ARENA contains new capabilities to copy aircraft and to mark aircraft information as confidential.
- b. When adding or editing tendered aircraft in ARENA you can select whether or not these aircraft are visible to NAFC and agency staff before the tender closes.
- c. If you set the visibility of an aircraft to Confidential for Tender, fire agency and NAFC staff will not be able to view that aircraft in ARENA, or even see that it exists, until the current tender period closes. When the tender closes NAFC staff will be able to view the aircraft. You can set the visibility of an aircraft to Normal at any time.
- d. The decision as to whether to mark an aircraft as Confidential for Tender is made by the operator. It is not necessary to set existing aircraft in ARENA as Confidential for Tender although this is an option if you want to keep the details of the aircraft confidential during the tender period. NAFC recommends that aircraft newly entered for the purpose of the tender are marked as Confidential for Tender.
- e. If you have existing aircraft in ARENA that you wish to tender and you wish to mark its visibility as Confidential for Tender then you can use the Copy For Tender function to make a confidential copy of the aircraft. That way you can continue to have the original aircraft available for Agencies to use in ARENA while editing a copy of it for the tender process.
- f. Aircraft set as Confidential for Tender will be marked in the aircraft list with the flair Confidential
- g. Aircraft copied for the tender process will be marked with COPY in the registration field.



# 1.3 To copy an aircraft and set the copy as Confidential for Tender:

- a. Find the aircraft in your aircraft list and press <a href="#">Copy For Tender</a>
- b. Press CECREATE COPY FOR TENDER
- c. Edit the new aircraft and press the button



### 1.4 To create a new aircraft and set it as Confidential for Tender:

- a. Use the + ADD function to create a new aircraft record
- b. In the Identity section set the Visibility to Confidential for Tender
- c. Press the SAVE button



# 1.5 To set an existing aircraft as Confidential for Tender:

- a. This will hide the aircraft from Agencies. <u>Do not do this for Call When Needed or Contracted aircraft</u>, use the copy function instead.
- b. Find the aircraft in your aircraft list and press View
- c. In the Identity section set the Visibility to Confidential for Tender
- d. Press the SAVE button

