

REQUEST FOR QUOTATION

CALL WHEN NEEDED AERIAL FIREFIGHTING SERVICES 2020+

(RFQ CWN AFS 2020+)

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The National Aerial Firefighting Centre's (NAFC)

REQUEST FOR QUOTATION FOR AERIAL FIREFIGHTING SERVICES 2020 ONWARDS (RFQ CWN AFS 2020)

Tenderers should note that:

NAFC tender information can be found on the NAFC web page

http://nafc.org.au

and

Registering of the tenderer's organisation and aircraft is completed in 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) 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.

Tenderers may submit responses to this request for quotation only a limited number of times per year and therefore should carefully check any submissions before submitting them in TenderLink.

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1. INTRODUCTION

This Request for Quotation seeks tenders from suitable 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 where they may provide specialised aircraft services on a call when needed basis commencing in 2019 (for the 2019/2020 fire season). Tenders are invited for specific classes of Fixed and Rotary Wing 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 Request for Quotation,
 Australasian Fire and Emergency Service Authorities Council 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 some 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 Request for Quotation NAFC is acting on behalf of the Australian States and Territories.

1.2. Request for Quotation

- a. NAFC now invites the submission of tenders for the provision of a range of Call When Needed aviation services to support the control of bushfires and management of other emergencies across Australia, as detailed in this Request for Quotation (RFQ) document and in accordance with the terms and conditions of the Call When Needed Specimen Contract provided.
- b. The process is known as the Request for Quotation for Call When Needed Aerial Firefighting Services 2020 (**RFQ CWN AFS 2020+**).
- c. This RFQ CWN AFS 2020+is part of the development of a national framework for procuring Aerial Firefighting Services. This RFQ will trial some of the processes for procuring Call When Needed Aerial Firefighting Services across Australia. NAFC welcomes feedback during this RFQ process. This RFQ comprises a single, qualification stage. Future iterations of CWN procurement may include a multistage stage process with a qualification stage and a competitive value for money stage.
- d. Call When Needed Aerial Firefighting Services are those services the States and Territories call upon when they need additional, or specific types of, aircraft for firefighting. The engagement of CWN services is ad hoc in nature and Contracts for CWN Services offer no guarantee of any engagement and therefore no guarantee of any payments. When a CWN Service is engaged through a Dispatch or engaged by being placed on Standby, the aircraft will be then in a Service Period and entitled to any payments due.
- e. In this document the words tender, quotation and submission are used interchangeably.

 This is done to keep language somewhat consistent between this process and other NAFC procurement processes.
- f. This tender process consists of a single stage known as the Qualification Stage. Tenders submitted will be evaluated based on the criteria outlined in Part A, Section 3. Please note that, contrary to other NAFC tenders, prices are being sought at this Qualification Stage.
- g. Call When Needed Aerial Firefighting Services procured through this tender process complement aircraft services that may also be obtained by the States and Territories on absolute availability, partial availability and via other procurement processes.
- h. 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.
- i. 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 www.nafc.org.au or contact NAFC by email at tenders@nafc.org.au
- j. The list of indicative services for which tenders are invited is provided at Appendix 1: Table of Services. This Table of Services may be updated from time to time as States and Territories requirements are further defined.
- k. In this process NAFC is only seeking submissions for CWN aircraft services of particular aircraft types as listed in the Table of Services.
- I. A Call When Needed 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 may vary somewhat from this Specimen Contract depending on the specific requirements for each Service and other relevant matters.
- m. Tenderers should also note the Specimen Contract supplied with this RFQ is significantly different to previous NAFC contracts to allow for the call when needed basis for obtaining these Services.
- n. Tenderers should not assume that information they have provided to previous tenders is sufficient for this process. Tenderers are strongly encouraged to carefully read the information supplied in this process.
- o. This Request for Quotation may run in parallel with other separate NAFC procurement processes which will be listed on the TENDERS tab of the NAFC website www.nafc.org.au
- p. The issue of this Request for Quotation 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 Request for Quotation comprises a number of documents:
 - i. Request for Quotation for Call When Needed Aerial Firefighting Services 2020 (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 ARENA (Appendix 3 of this document); and
 - iv. How to use NAFC's Electronic Tender Portal (TenderLink) (Appendix 2 of this document); and
 - v. NAFC Call When Needed Specimen Contract, including Schedules; and
 - vi. All relevant NAFC Standards and Guidance Notes
- b. All referenced documents may be downloaded from NAFC's website at www.nafc.org.au.
- c. In addition, a number of template documents (**Response Forms**) are provided for tenderers to download from NAFC's TENDERS webpage, complete, and submit as part of their tender.

1.4. Definitions and Abbreviations

These definitions and abbreviations are provided for easy reference in this RFQ 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 when in a Service Period.

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)*.

Availability Time means the time required for the Service to be ready to commence a Service Period and to become airborne if Dispatched. This time would normally be set by the Contractor from time to time and notified to the Member using the ARENA Availability system.

Call When Needed (CWN) means a form of engagement where the Contractor is not committed to provide the Service until after they are called, and where they may decline to provide the Service.

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).

Dispatched means when a Service has been tasked by a Member to perform a Service role. This would normally be associated with a fire or incident. e.g. Firebird 123 is dispatched to perform firebombing on the Brown Plains fire. Services normally remain Dispatched until they are released by a Member.

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

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

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

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

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

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

Fire Retardant Compound means a substance that is generally mixed with water to retard combustion by a chemical reaction.

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

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

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

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

Fixed Wing Aircraft means a heavier than air aircraft which obtains lift for flight by forward motion of wings 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, on public roads, supporting aircraft.

Minimum Daily Charge means the minimum fees (Standing Charge and Operating Charge combined) to be levied by the Contractor during any day or part thereof when the Aircraft is required to be Serviceable or is otherwise tasked by a person authorised by a Member to Standby or conduct operations. Minimum Daily Charge is sometimes expressed as a multiple of hourly Operating Charges, regardless the actual Minimum Daily Charge is solely a dollar amount.

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 Availability Base (NAB) means the location specified by the Contractor from time to time from which an Aircraft or MFU is made available to commence a Service Period. In normal circumstances the Contractor will use the NAFC ARENA system to nominate the availability base location and other availability details of the Aircraft or MFU.

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 when the aircraft is in a Service Period.

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 Primary or Secondary Service Period. (This does not normally apply for Call When Needed Services)

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.

Operating Environment means the environment in which the Services will be supplied which may include, but not be limited to, the following features:

- meteorological conditions at extremes with weather conditions generating extreme turbulence; and
- b. significantly reduced visibility cause by smoke, low cloud, dust or precipitation; and
- c. terrain that may be unfamiliar to Personnel; and
- d. remote locations with limited or no facilities or supplies; and
- e. risk of dehydration and fatigue on Personnel; and
- f. tasks required outside normal business hours; and
- g. multiple aircraft operating in close proximity; and
- h. implied or express pressure to "get the job done" given the nature of the tasks, fire or emergency operations, particularly when life or property or livelihoods are threatened; and
- i. stress associated with large scale fire and emergency operations; and
- j. operations occurring at low level with hazards including the terrain, smoke, wires, obstructions, locusts or birds; and
- k. requirements to fly over water; and
- I. prolonged periods where Services are required to be provided.

Partial Availability means that the Aircraft providing Services are required to be available only on certain days or at certain times, when in a Service Period, 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 a Service, the occurrence of a Service Period is guaranteed for each year of the Contract Period.

Purchase Order means a written notice, or electronic dispatch notice, issued by a Member to the Contractor, confirming the details and the purchase of Services in accordance with the terms and conditions of this Contract.

Refuelling Operator means an individual supplied by the Contractor who assists in the delivery of aviation fuel into an aircraft.

Secondary Service means that for a Service, the occurrence of any Service Period is not guaranteed, but if one does occur it is for a guaranteed minimum number of days.

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 Request for Quotation, and on which future Contracts will be based.

Standby means when a Service is contracted to stand by for a Dispatch. Aircraft on Standby are normally required to respond within a Nominated Response Time. Placing a Service on Standby will create a Service period for that Service. Standby can also be referred to as 'stand up' in some jurisdictions.

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

Standing Charge means the fees to be 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-A minus means the same as Wet-A with the exception that the Contractor is not required to be able to fuel other Operators aircraft.

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 NAB.

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 Request for Quotation.
- b. This Request for Quotation will remain open for an extended period with no specific tender closing date. Tenderers can submit aircraft and pricing at any time while the process is open. Tenderers should note that there are limitations on the number of submissions allowed by one tenderer in any twelve-month period.
- c. Submissions will be evaluated based on the criteria outlined in Part A, Section 3.
- d. While NAFC will endeavour to process submissions without undue delay, NAFC makes no commitment to processing submissions in any particular time frame.
- e. Successful tenderers will then be notified that they have been selected as a 'preferred supplier' to provide specific Services and the parties will enter into negotiations with the aim to formalise a Contract.
- f. This initial Request for Quotation process is planned to conclude mid-2021. Contracts issued under this process may continue beyond this date.

1.3. Differences from Previous Processes

- a. Key differences in this process compared to earlier NAFC Invitations to Tender for Aerial Firefighting Services and / or State based processes include:
 - In this process NAFC Members are seeking access to aerial firefighting Services on a Call When Needed basis. Service Periods or payments are not guaranteed for any CWN Service that may be contracted.
 - There is no requirement for the Contractor to establish and maintain a Performance Bond (Bank Guarantee) for contracts for Call When Needed Services.
 - iii. 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 documents as outlined in the Introduction, Section 1.3.

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2. TENDER STAGES

2.1. Qualification Stage

a. This Request for Quotation has a single stage - the Qualification Stage.

- b. Tenders submitted will be evaluated and qualified according to the criteria listed below. It should be noted that:
 - i. Qualification will involve an evaluation of submissions. It is not a matter of simply meeting minimum requirements.
 - ii. Assessment for qualification may involve referee checks, audits and other due diligence checks.
- c. At this stage firm pricing will be sought and the value-for-money of the Services tendered will be considered. Services tendered that are considered to not offer acceptable value for money may be set aside.
- d. Post-tender negotiations may occur.

2.2. Contract Award

- a. Following the evaluation of tenders at the Qualification 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 invited to enter into a Contract with AFAC.
- c. It is possible that Contracts will not be awarded for all the Services listed in the Appendix 1: Table of Services. This will depend on the suitability, cost effectiveness and productivity of the tendered solutions.
- d. It is likely that multiple Contracts may be awarded for any of the Services listed in the Appendix 1: Table of Services. This will depend on the suitability, cost effectiveness and productivity of the tendered solutions.
- e. 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.

2.3. Price Variations

- a. Contracts for CWN Services will not allow for any *automatic* price variations such as annual CPI, fuel price, or exchange rate variations. Contractors for CWN Services may however propose revised pricing no more than twice in any 12-month period.
- b. Varied prices, if accepted, will take effect no earlier than 30 days after they have been received by NAFC.

2.4. Additional Submissions

- a. This RFQ allows tenderers to submit more than once while the process is open. However, tenderers should limit the number of submissions to avoid delays in processing subsequent submissions.
- b. In future processes NAFC may choose to set a limit on the number of submissions that will be generally allowed in a twelve-month period per Tenderer. Tenderers should carefully consider when to submit and how this may limit their ability to add additional aircraft in the future.

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.

3.1. Evaluation Criteria

Evaluation Criteria will include but not be limited to:

a. Capacity

- i. The competence of the tenderer to provide the required Services, 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.

b. Quality

- i. The controls the tenderer has 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.

c. Solution

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

d. Pricing

 Value for money (including price, non-price and risk consideration), that the tendered solution provides in meeting the needs of the Member for the relevant Service.

3.2. Due Diligence

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 Request for Quotation.
- 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, completeness and structure of the tenderer's response to this Request for Quotation.

3.3. Re-evaluation

Tendering Organisations will be evaluated according to their ability to provide the Services tendered with the aircraft initially tendered. If a tenderer who has been Contracted to provide a

Service subsequently submits additional aircraft of a different type, or submits a response for a different type of Service, or submits additional information, then the Tendering Organisation may be re-evaluated and is not guaranteed that the additional aircraft or services types will be accepted.

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 for Call When Needed Services. The Contract that is executed between AFAC 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 AFAC and the Contractor or when a Contractor receives a letter from AFAC confirming the commencement of a Contract. Any representations made in this Request for Quotation will not be binding unless they are expressly incorporated into the formal written Contract executed by the parties.

4.2. Contract Period

This Request for Quotation requires tenderers to submit tenders based on a Contract Period of one year, plus two optional one-year extensions (referred to as 1+1+1) commencing in 2020-2021.

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 throughout the Contract Period. It is possible that a Contractor may never be called to provide the Service during the Contract Period.

4.4. Air Operators Certificate Holder as Contractor

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

4.5. Existing Air Operators Certificate Holder

- a. NAFC requires that the tenderer must be the holder of an Australian issued Air Operators Certificate (AOC) at the time of submission.
- b. NAFC prefers that the tenderer is the holder of an AOC for the aircraft type and the type of operation being tendered at the time of submission. Where the tenderer does not yet hold an AOC for the aircraft type or the type of operation being tendered then information outlining how they intend to obtain the relevant approvals, or discreet AOC, must be included in their submission.

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.

5. CONDITIONS OF TENDER SUBMISSION

5.1. Terms of Participation

- a. This Request for Quotation must not be construed, interpreted, or relied upon, whether expressly or impliedly, as an offer capable of acceptance by any organisation, or as creating any contractual, promissory, restitutionary or other rights.
- b. Whilst all due care has been taken in the preparation of this Request for Quotation, 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 Request for Quotation 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 via the NAFC tenders web page without attribution to the tenderer that alerted NAFC.
- d. NAFC reserves the right to change any information, or to issue Addenda to this Request for Quotation at any time.
- 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.
- i. Tenderers accept that NAFC may retain and utilise aircraft performance data from tenders for any modelling or analysis purpose, whether a tender is accepted or not.
- j. NAFC may make copies of tender documents submitted for any purpose related to the selection process.
- k. Upon submission of any tender, tenderers are deemed to:

- i. have carefully examined the information made available in writing by NAFC for the purpose of this Request for Quotation
- 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 AFAC 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 Request for Quotation or any subsequent Contract arising out of this Request for Quotation, without the prior written approval of NAFC.
- o. Tenders must contain all necessary information for the evaluation group to make assessments. Other than where the evaluation group seeks additional clarification or information there will be no further opportunity to provide this information.
- p. Tenders may be disqualified or evaluated solely on the information contained in the tender. NAFC may disregard any incomplete, unintelligible or illegible content in the tender and will be under no obligation to seek clarification from the tenderer.
- q. Tenderers not providing adequate information to enable the tender to be properly evaluated may also be excluded from further consideration and NAFC will be under no obligation to seek further information from the tenderer.
- r. Tenderers accept that at any stage during 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. 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 Request for Quotation, 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 AFAC 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 particular tenderer's response has or has not been successful.
- z. NAFC is not bound to provide any tenderer with feedback or reasons for disqualifying, rejecting or not accepting or proceeding with any tender or other proposal.

5.2. Tender Response Parameters

- Each tenderer may tender for one or more of the indicative Services listed in the Appendix
 1: Table of Services. Each tenderers response should include all the Services being tendered and all of 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.
- d. As this is a tender process with no set closing date tenderers may choose to submit more than once while the tender is open. However, tenderers should limit the number of submissions in any twelve-month period to avoid delays in processing subsequent submissions.

5.3. Specimen Contract Compliance

- a. A full Compliance Statement is not required for this Request for Quotation. 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 10: Contract and Other Compliance Response Form within the Request for Quotation.
- b. Where a tenderer either partially complies or cannot comply with a Specimen Contract 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 10: Contract and Other Compliance Response 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 Request for Quotation including the Appendix 1: Table of Services, then the tenderer must include the reference to the Standard, or section of the Request for Quotation, outline what the issue is and propose an alternative to the item in question in the Section 10: 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. Before completing the Section 10: 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 value
 - 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 10: Contract and Other Compliance Form submitted applies to all Services tendered.
- e. 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, in ARENA, the aircraft that they intend to use to supply the Service including registration, manufacturer, make and model of aircraft.
- b. A higher aircraft Type than that required by any Service may be tendered (e.g. a Type 1 aircraft can be tendered for a Type 2 Service), 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

- 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.
- For their tender to be evaluated, tenderers must register their organisation and aircraft in ARENA by creating an online account and entering details about their organisation and tendered aircraft.
- c. While ARENA provides the option for aircraft information to remain confidential while a tender is open this is not considered appropriate for a process such as this RFQ for CWN services where the tender box remains open. Tenderers should <u>not</u> mark their aircraft information confidential for this RFQ process.
- d. 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 mandates:
 - ensuring that all the required information is available in ARENA (this is mainly information regarding the company and the aircraft to be utilised)

AND

- ii. submitting a tender including pricing 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 ARENA.
- c. Details about how to use TenderLink for the purposes of responding to this tender are contained in Appendix 2 of this document.
- d. In order to submit a tender, there are a number of template documents (Response Forms) that must be downloaded from the NAFC tenders web page, 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.
- e. 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. This Request for Quotation has no specific closing date and time as Tenderers may submit their responses at any time and these will be processed and evaluated after they have been received.
- b. While NAFC expects to conclude, or update, this RFQ in mid-2021 NAFC reserves the right to conclude or update this RFQ at any time.
- c. Tenderers will not be able to amend tenders that have already been submitted. Tenderers may resubmit a second response that replaces, or adds to, the original response. However, Tenderers are reminded of the limit of a maximum of two submissions in any one twelvemonth period.
- d. NAFC strongly recommends that tenderers carefully read and follow all instructions as to how to correctly submit a tender in Appendix 2.
- e. NAFC can only access tenders after they have been submitted.
- f. NAFC accepts no responsibility for incomplete or incorrectly submitted tenders.

7. FURTHER INFORMATION

- a. Tenderers should post all queries regarding the content of this Request for Quotation 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: http://www.nafc.org.au
- c. Other communications with AFAC 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 Request for Quotation will be provided as Addenda to this Request for Quotation in TenderLink or via email. These Addenda will be available to all organisations who have registered in TenderLink for this Request for Quotation.
- 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 the indicative Services as outlined in Appendix 1: Table of Services. Each indicative Service has a unique identifier (Service ID) assigned.
- b. Any contracts issued for these Services will assigned discreet Service IDs for each aircraft / operator combination contracted. These will not necessarily be the same as the indicative service ID listed in Appendix 1: Table of Services.

1.2. Expectations and Service Requirements

- a. When an Aircraft is made Available and an Availability Time has been nominated the Contractor is expected to ensure that the aircraft is available to be engaged in the timeframe given.
- b. When an Aircraft has been engaged for a Service Period it is required to:
 - i. stand-by and maintain readiness to respond to fire incidents or other emergency operations and activities during the Service Period.
 - ii. 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.

1.3. Service Types

a. All of the indicative Services available for tender are Call When Needed Services - that is the Contractor will not be guaranteed any Service Periods during the Contract Period.

1.4. Services Required

- a. Tenderers should note that the number and type of services contracted will be determined by the suitability and value-for-money of the Services tendered, and tendered prices.
- b. Not all indicative Services listed in Appendix 1: Table of Services will necessarily be proceeded with.
- c. More than one contract may be issued for each indicative Service listed in Appendix 1: Table of Services.

1.5. Contract Periods and Service Periods

- a. The Contract Period is the total period that there is a Contract between AFAC and the Contractor. The actual Aerial Firefighting Services, however, are only required to be provided during defined Service Periods.
- b. For these Call When Needed Services a Service Period is the period after the Service has been Dispatched to a task or has been placed on Standby until it is released from its task or Standby.
- c. The commencement date and time of each Service Period will be agreed in advance between a Member and the Contractor.

d. CWN Contracts, if awarded, will be for a 1+1+1 Contract Period that coincides with the 2020-2021 fire season and if the contract period is extended the 2021-2022 and 2022-2023 seasons.

1.6. Availability Time

- a. The Contractor may publish an Availability Time for a Call When Needed Service, via the ARENA system, or as otherwise agreed. This is the time required for the Service to available to commence a Service period and to become airborne.
- b. The Availability Time must include any Nominated Repose Time. In other words, the aircraft should be able to be airborne and to commence operations when the Availability Time has concluded.
- c. Where the Contractor publishes an Availability Time but does not reasonably meet this time if subsequently Dispatched to a task or placed on Standby the Agency may consider the Service to be Not Serviceable.

1.7. Availability Levels

- a. For each of the Services, Absolute Availability is required during any Service Period. 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.
- 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.

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. Response and Turnaround Times

- a. In most situations, when in a Service Period, 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. When not in a Service Period the Contractor may choose to make the Service available with a published Availability Time or may make the Service unavailable at their discretion.

1.10. Nominated Availability Base

- a. During the Contract period the Contractor may specify a Nominated Availability Base (NAB). This is the location from which the Aircraft providing the Service is made available to commence a Service Period. In normal circumstances the Contractor will use the ARENA system to nominate the availability base location and other availability details of the aircraft.
- During any Service Period (i.e. after the Service has been Dispatched to a task or has been placed on Standby) the aircraft and crew will be based at a location (Temporary Operational Base (TOB)) specified by the member to meet operations or preparedness requirements. This TOB may or may not be the same location as the NAB.
- c. The Contractor is responsible for providing all facilities required to support the aircraft and crew at any NAB.
- d. Tenderers should note that any contracted Service will be part of a national arrangement. NAFC may therefore request Contractors to temporarily base contracted aircraft at any suitable location in Australia. These decisions will be based on regular assessment and reassessment of the prevailing fire or other emergency conditions.
- e. Where such relocation is required, the relevant Member is likely to meet the Contractor's reasonable out-of-pocket expenses (i.e. the reasonable costs incurred above those that would have normally applied to being based at the original NAB or TOB), providing that:
 - i. The Contractor takes reasonable steps to mitigate these costs and provides evidence to support the expenditure upon request from a Member
 - ii. Before incurring any costs, the Contractor confirms with the Member that the expenditure is approved.

1.11. First Load Facility

- a. Tenderers for Type 4 Fixed Wing Firebombing Services should note that the probability of being engaged is increased where the Aircraft is located at a Nominated Availability Base that has the ability to load the Aircraft with a first load of Fire Suppressant Solution, or Fire Retardant Solution, without delay.
- b. Any 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.
- c. Where a Contractor can provide suppressant mixing onboard the aircraft this first load facility may be as simple as the ability to load the aircraft with water.

1.12. Mixing and Loading Services

a. Appendix 1: Table of Services may specify that the provision of loading or mixing and loading services at the Nominated Availability 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 into Type 4 Fixed Wing Aircraft. b. Tenderers may also, optionally, outline how they can provide mobile loading or mixing and loading services.

1.13. 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 Request for Quotation, '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.

1.14. 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.

1.15. Tracking and Event reporting Systems

- a. Aircraft must be equipped to meet the mandatory requirements of the NAFC Standard OPS-014 Aircraft Tracking, Event Reporting and Messaging.
- b. Aircraft providing CWN Services, under this RFQ, must provide position reporting tracking data that meets requirements of the *NAFC Standard OPS-014 Aircraft Tracking, Event Reporting and Messaging* at all times when the Aircraft is in a Service Period.
- c. It is preferred that CWN Aircraft are equipped with event reporting equipment to meet all of the engine and flight event reporting requirements of the NAFC Standard OPS-014

 Aircraft Tracking, Event Reporting and Messaging. Where the aircraft cannot meet all of the engine and flight event requirements it is preferred that aircraft report at minimum the events that coincide with start and finish of charging.

NOTE: This preference for flight and engine event reporting ensures that contracted aircraft generate and send events that provide for automatic calculation and confirmation of charging information. For rotary wing aircraft this would normally be at minimum engine start and engine stop events. For fixed wing aircraft this would normally be at minimum take-off and landing events.

d. It is preferred that CWN Aircraft conducting Firebombing operations are equipped with event reporting equipment which meets all of the firebombing event reporting requirements of the NAFC Standard OPS-014 Aircraft Tracking, Event Reporting and Messaging. Where the aircraft cannot meet all of the firebombing event requirements it is preferred that aircraft report at minimum the 'Start of drop' event.

NOTE: This preference for firebombing event reporting ensures that contracted aircraft generate and send events that provide for monitoring and review of firefighting operations. Where full reporting is not available it still provides enough information to give fire agencies situational awareness about where the aircraft is dropping its load.

- e. For Type 1 aircraft (rotary wing and fixed wing) it is required that Aircraft conducting Firebombing operations are equipped with event reporting equipment which meets all of the engine event, flight event and firebombing event reporting requirements of the NAFC Standard OPS-014 Aircraft Tracking, Event Reporting and Messaging
- f. In the future NAFC may require all contracted CWN aircraft to meet the engine & flight event reporting and the firebombing event reporting requirements that are described as preferred above.
- g. Aircraft equipped to meet all engine & flight event reporting and the firebombing event reporting requirements of the NAFC Standard OPS-014 Aircraft Tracking, Event Reporting and Messaging may be selected ahead of aircraft that are not equipped when Agencies are considering which aircraft to place on Standby or Dispatch to incidents.

1.16. Quality and Safety Management

- **a.** It is preferred that the Contractor has implemented and maintains a safety management system for their aviation operations to a standard acceptable to NAFC.
- **b.** It is preferred that the Contractor has implemented and maintains organisational quality management to a standard acceptable to NAFC.

1.17. Aircraft engines

- a. Fixed Wing Aircraft used for Firebombing must be either multi-engine or, if single-engine, must be powered by a gas turbine engine.
- **b.** Type 1, Type 2, and Type 3 Rotary Wing Aircraft must be powered by a gas turbine engine(s).

2. SPECIALIST OPERATIONS AND TASKS

2.1. Specialist Intelligence Gathering (SIG)

- a. The Appendix 1: Table of Services may specify 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 space for any further details of the requirements for these Services. Tenders for these Services must provide details of their proposed solution including the manufacturer and model of sensor equipment, integration software and equipment and communications equipment.

2.2. Aerial Burning (Aerial Ignition) Operations

- a. Some Type 3 rotary wing Services and some light Fixed Wing Services may specify, in Appendix 1: Table of Services, an optional requirement for the aircraft being tendered to be able to undertake Aerial Burning (Aerial Ignition) operations.
- b. Those tenderers wishing to submit a tender including this option should note that the Aerial Burning (Aerial Ignition) requirements being sought are either for the provision of a 'full turnkey' service, where the Contractor provides the aerial incendiary and / or aerial driptorch equipment as well as the operator of this equipment, or for a 'agency supplied' service where the Member supplies the aerial incendiary and / or aerial driptorch equipment and, in some circumstances, the operator of this equipment.
- c. If proposing to submit a tender including the 'full turnkey' option clearly describe the proposed tenderer supplied aerial incendiary and / or aerial driptorch equipment to be utilised.
- d. The pricing forms allow for separate pricing for Aerial Burning (Aerial Ignition) options so that tender evaluations can be made for these Services, with or without this option.

3. ADDITIONAL INFORMATION

3.1. Fuel

- a. Each Service is specified on the basis of one of the following 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-A minus**: 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. Note: For Wet-A minus the Contractor is NOT required to supply fuel to other operator's

aircraft.

iii. **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 NAB.

Initially, for this RFQ, only Wet-A minus and Wet-B Services are being considered. In future Wet-A services may be requested

- b. Where required, tenders must include specific and comprehensive details of proposed fuelling arrangements.
- c. All costs associated with the provision of fuel must be included in the Contract Price. For example, a Wet-A Service will require that the Contractor have access to a mobile fuelling unit (MFU) such as a fuel tanker or truck and trailer. The costs associated with supplying and operating the tanker must be built into the Standing Charges and Operating Charges for the Service. Tenderers should note that there is provision for a Contractor's reasonable out-of-pocket costs to be covered when the MFU is required to operate when its associated Service is required to operate away from the NAB (for further information tenderers should refer to the Specimen Contract and NAFC Standard PR-005).
- d. Tenderers who are in a position to supply supplementary fuelling capability (e.g. an MFU that could be used independently to supply fuel to other aircraft) should detail such capabilities in their tender. There are a number of indicative Services in the Table of Services for this.

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, and for Fuel Trucks and other MFU's. While a summary of CWN insurance requirements is provided Tenderers should, for the avoidance of any doubt, also review the insurance requirements as detailed in the Specimen Contract.
- 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 Request for Quotation.
- 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 being sought at this Qualification Stage. The following information regarding pricing is provided to assist generally with the preparation of tenders. Tenderers may consider:
 - i. For CWN Service Periods, providing a daily Standing Charge (inclusive of any mobilisation/demobilisation costs) and an hourly Operating Charge.
 - ii. Alternatively, Operators may prefer to specify Minimum Daily Charge for the Service Period in place of a daily Standing Charge. Historically, minimum daily charges have often been referred to as minimum operating charge for the day. For example, "A minimum 2 hours charge per day applies, with no daily charge specified". Under this RFQ this example of 2 hours minimum would be calculated as 2 x the applicable Operating Charge and recorded as the calculated dollar amount.
 - iii. 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.

For CWN Services there are no applicable automatic annual price rise and fall or fuel price variations. However revised pricing may be submitted for any Service, but no more than twice in any 12-month period. Revised prices may, or may not, be accepted at NAFC's discretion. Revised prices, if accepted, take affect no earlier than 30 days after they have been received.

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.

Where you are asked to provide summary information brief summary answers would normally suffice, where you are asked to provide details you should address the question by providing complete details.

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 Request for Quotation, Part A, Terms and Conditions of Tender and confirm the tenderer will comply with RFQ 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.

3. TENDER EXECUTIVE SUMMARY

Use this space to provide a narrative summary of your tender. Summarise the capacity and capability of your organisation. Provide summary details of which aircraft are proposed for which indicative Services. Present any benefits of your tendered solution from technical and operational perspectives.

4. ORGANISATION

4.1. Company Structure, Ownership and Experience

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. Summaries the history of the organisation and its experience in the provision of Aerial Firefighting or other relevant services.

4.2. Key Staff – Management & Operational

Provide summary information on the qualifications, experience and roles of key personnel who manage the organisation and who are proposed to manage the delivery of Services. Include details of management structure and reporting lines. Note that Pilot details are to be recorded in the ARENA system and are not required here.

4.3. Organisational Capacity & Capability

Provide summary information on the capacity and capability of the organisation to deliver the Services. Capacity includes total fleet managed, specialisations, and any relevant additional capabilities.

4.4. Culture

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

4.5. Incidents, Accidents, Non-Compliance & Show Cause

Describe your organisation's process to manage incidents, accidents and near misses including any findings or lessons learned.

Ensure details of all incidents, accidents, non-compliance or show-cause notices for the tenderer's company and affiliated companies in the last 5 years are up to date in ARENA.

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. Environmental Damage Management & Prevention

Provide a summary of 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.

5.5. Subcontractor Management

If you are proposing to use subcontractors to supply some of the Service 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.

5.6. Drug & Alcohol Management Plan

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

5.7. 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.

5.8. Check and Training System

Provide a summary of the organisation's Flight Crew and Aircrew check and training system.

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. Maintenance - Systems of Maintenance

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

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

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 Request for Quotation document.

7.2. Refuellers Tendered

Enter details of each and every Mobile refuelling Unit being tendered in ARENA. Follow the specific instructions found in the Request for Quotations document.

7.3. 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).

7.4. Tracking Systems

Other than the information provided in ARENA, provide any additional narrative relating to the tracking and event reporting systems to be utilised in the aircraft.

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

7.5. Seating, Seatbelts and Safety Harnesses

Provide details of the seating configuration and seatbelt type for pilot and other Flight Crew seats 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.

Provide details of the Passenger Carrying Capability (PCC) of each 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, or approval limitations, etc.

Note: Tenderers are advised to read and understand the details of NAFC Standard OPS-010 Seating, Seatbelts and Safety Harnesses and NAFC Standard PR-003 Definition of Passenger Carrying Capability – firefighting aircraft before responding to this question.

7.6. Specialist Intelligence Gathering Equipment

If tendering for Services designated as Specialist Intelligence Gathering summarise the Specialist Intelligence Gathering system proposed. 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). Mixing and Loading

7.7. Aerial Ignition Operations

If tendering for Services which include burning (aerial ignition) operations, where appropriate include details of any aerial ignition equipment you propose to provide. Provide details of any modifications to the aircraft to allow aerial ignition equipment to be fitted.

7.8. 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.

7.9. 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.

7.10. High Volume Delivery Calculations

If tendering to supply a High Volume Rotary Wing aircraft, 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.

8. CERTIFICATIONS

8.1. Air Operator's Certificate

Ensure any current Air Operator's Certificates (**AOC**) applicable to the Services being tendered are up to date in the ARENA system. 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.

8.2. Insurances

Ensure any current insurance policies applicable to the Services being tendered are up to date in the ARENA system. Where you are unable to supply current insurance policies, 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.

9. PRICING NARRATIVE

9.1. Further Pricing Information

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

9.2. Charges for Additional Capabilities

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

9.3. Pricing Form

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

10. CONTRACT AND OTHER COMPLIANCE

10.1. 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.

10.2. Other Departures

Insert into the table any relevant information where the proposal either partially complies or cannot comply with any NAFC Standards and / or any parts of the Request for Quotation including the Table of Services and other Appendices.

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 can be found at https://tenderlink.com
- c. 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 amend their response until it is submitted
- d. 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
- e. All the Response Forms for download, completion and submission are provided in TenderLink.
- f. The TenderLink website provides links to video tutorials as to how to use the site and tenderers are encouraged to utilise these video tutorials.
- g. Tenders will only be accepted when submitted through TenderLink.
- h. Tenderers are strongly encouraged to allow sufficient time to submit their response via TenderLink.
- Note the screen images shown below refer to a previous tender process that is now closed
 please check you are opening and responding to the RFQ CWN AFS 2019 process

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 RFQ, 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 the terms of this RFQ.
- b. Otherwise, queries can be directed to tenders@nafc.org.au. In most circumstances, answers to any questions submitted regarding the this RFQ 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.

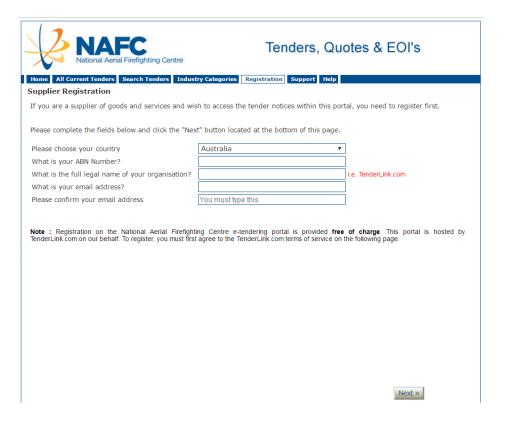
 System issues, difficulties or queries about the use of the TenderLink system can be directed to TenderLink at 1800 233 533

1.3 Registering and logging into TenderLink

a. Potential tenderers can register as a potential supplier to NAFC with TenderLink at https://www.tenderlink.com/nafc/:



 Completing the Registration screen will allow your company access to complete the tender documents.

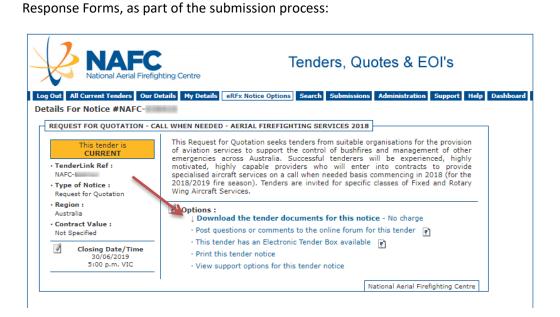


1.4 Downloading Tender Response Forms

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



 Tick the terms of service box and Press **Download Tender Documents** button. Then press the Download Documents button on the next screen.
 Tenderers are required to download all of the tender documents for review, including the



- c. 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.
- d. 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.

1.5 Submitting a tender

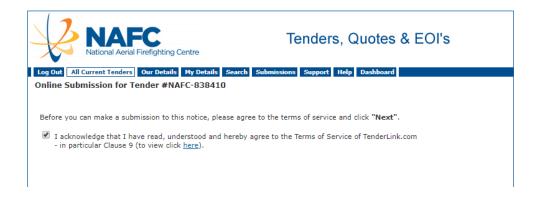
- a. Before submitting a tender, Tenderers should:
 - take all steps to ensure that the Response Forms are free from anything that might reasonably affect useability or the security or operations of NAFC's Electronic Tender Portal and/or NAFC's computing environment
 - ensure that Response Form files 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 RFQ. 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.
- b. Press the **This tender has an Electronic Tender Box available** link to proceed to the tender submission process:



Confirm you are viewing the correct Tender



Click on the box to acknowledge the TenderLink terms of service.



Follow the on screen instructions to upload your tender response.

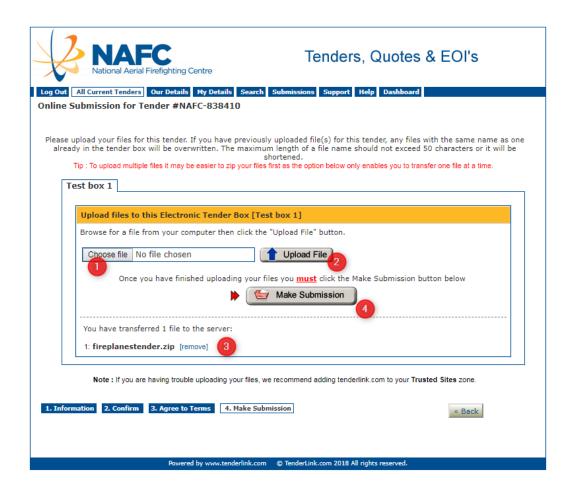
Don't forget to include all four response forms in your tender response

- Response Form 1 Tenderer Information
- Response Form 2 Narrative Information
- Response Form 3 Compliance Information
- Response Form 4 Pricing

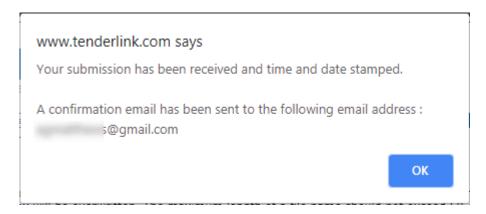
It is recommended to compress these four documents into a single "zip" file and upload this zip file to the Tenderlink system:

The basic process is

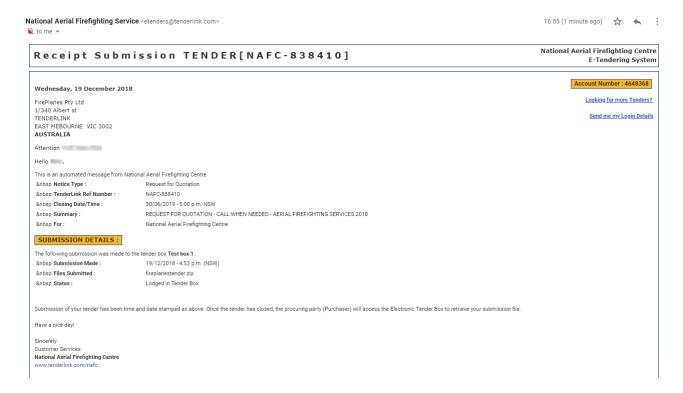
- 1. Choose the file from your computer to upload
- 2. Press the Upload File button
- 3. Check the file has transferred ok and is listed
- Press the Make Submission button
 (This is the final tender submission step once submitted you cannot edit your response)



When you have made your submission, you should see a box like this in your browser,



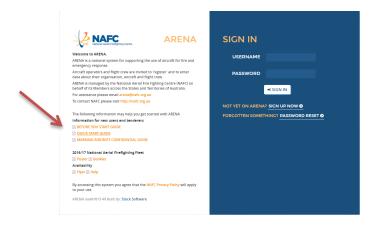
and you should get an email like this to confirm your tender has been received



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 <u>must</u> 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 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.

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.

APPENDIX 4: SUMMARY OF INSURANCE REQUIREMENTS

Appendix 4: Summary of CWN insurance requirements is provided as a separate document in PDF format.