



Invitation to Tender



**National Large Air
Tanker, Large
Airtanker and
Supervision Aircraft
Services
2022 and onwards**

AFAC's National Aerial Firefighting Centre

INVITATION TO TENDER

LARGE AIRTANKER and SUPERVISION AIRCRAFT SERVICES

(ITT NLAT 2022+)

closes at

**13:00 Australian Eastern Daylight Time (1:00pm)
on Wednesday 16 March 2022**

Tenderers should note that:

All tendering activity takes place in ARENA, which can be found at:

<http://arena.nafc.org.au>

Tenderers should also note that there are a series of Response Forms that Tenderers are required to download, complete, and upload in ARENA as part of their proposal.

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.

A INTRODUCTION

A.1 OVERVIEW

- A.1.1 This Invitation to Tender (ITT) invites proposals from suitable organisations for the provision of the services of large Fixed Wing airtanker(s) and Supervision Aircraft to assist with control of bushfires and management of other emergencies across Australia. Successful Tenderers will be experienced, highly motivated, highly capable providers who will enter into a contract to provide specialised aircraft services commencing in 2022, for the 2022-23 fire season and onwards.
- A.1.2 For this ITT, the term Large Airtankers (LAT) refers to fixed wing aircraft capable of delivering at least 6,813 litres of Fire Suppressant or Fire Retardant to a bushfire in a single load. This includes categories of aircraft that may be known as Type 1 Airtankers, Type 2 Airtankers, Multi-Engine Airtankers, Large Airtankers and Very Large Airtankers as described in NAFC Standard PR-002: Categorisation of Fixed-Wing Aircraft for Firebombing. Amphibious airtankers capable of self-filling through scooping or skimming may be proposed provided they are also capable and efficient as land-based airtankers ground filling with retardant slurry.
- A.1.3 This ITT also invites proposals for the provision of associated supervision aircraft, including the optional provision of associated supervision aircraft by the LAT provider.
- A.1.4 In general terms, this ITT invites proposals for the supply of **one or both** Services:
- one LAT (and optional supervision aircraft) to be nationally available, for approximately August to April in each year of a two-year contract with two optional one-year extensions
 - one LAT (and optional supervision aircraft) to be available at Busselton, WA, for approximately 90 days in each year of a three-year Contract, with two optional one-year extensions.

A.2 NATIONAL AERIAL FIREFIGHTING CENTRE

- A.2.1 The National Aerial Firefighting Centre (NAFC) is a business unit of the Australasian Fire and Emergency Service Authorities Council Limited (ACN 060 049 327) (AFAC), originally formed to assist and support the jurisdictions, including with the procurement of Aerial Firefighting resources.
- A.2.2 AFAC is sometimes referred to as its business unit NAFC. For the purposes of this ITT, AFAC and NAFC are one and the same.
- A.2.3 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 recognised the importance of collaboration and cooperation in Aerial Firefighting.
- A.2.4 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.
- A.2.5 A key objective is that NAFC facilitates the sharing of resources between Members. Sharing of resources is achieved in several ways, including:

- a. on behalf of the Members, procuring Aerial Firefighting resources with common contract arrangements designed to support resource sharing
 - b. development and introduction of protocols and systems for the sharing of all Aerial Firefighting resources, including support resources
 - c. development and implementation of common standards, operating and support systems.
- A.2.6 NAFC also assists Members with the coordination of research and development activities and with the sharing of information and results from these activities.
- A.2.7 In inviting submissions to this ITT, NAFC is acting on behalf of the Australian states and territories.
- A.2.8 Successful Tenderers will enter into a contract with AFAC.

A.3 INVITATION TO TENDER

- A.3.1 NAFC invites the submission of proposals for the provision of the services of LAT and optional associated supervision aircraft as detailed in this ITT document; and in accordance with the terms and conditions of the Specimen Contract and the Large Airtanker Services Supplementary Requirements document.
- A.3.2 The process is known as the Invitation to Tender for Large Airtanker Services 2022 Onwards (ITT LAT 2022+) or (ITT).
- A.3.3 Aerial Firefighting Services procured through this process, although contracted by AFAC, will be managed and supervised on-the-ground by the relevant state or territory or national governing committee.
- A.3.4 The list of Services for which proposals are invited is provided at Appendix 1: Table of Services.
- A.3.5 The Specimen Contract is provided as a basis on which to propose the Services specified. Any Contract that is executed will vary somewhat from the Specimen Contract, depending on the specific requirements for each Service and other relevant matters.
- A.3.6 Tenderers must not assume that information they have provided in previous procurement processes is sufficient to provide for this process. Tenderers should carefully read the documentation for this process and respond accordingly.
- A.3.7 This ITT 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
- A.3.8 The issue of this ITT does not bind AFAC or the States and Territories to proceeding with the acquisition of any Aerial Firefighting Services.
- A.3.9 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



A.4 REFERENCE DOCUMENTS

A.4.1 This ITT comprises several documents:

- a. Invitation to Tender for Large Airtanker Services 2022 Onwards (this document), including:
 - i. Appendix 1: Table of Services
 - ii. Appendix 2: Response form Format
 - iii. Appendix 3: How to use ARENA
- b. Large Airtanker Services Supplementary Requirements
- c. Response forms available through ARENA including the Scenario
- d. The Specimen Contract, including Schedules. Tenderers should note that this is not the Specimen Contract version applicable to Call When Needed processes
- e. All relevant NAFC Standards and Guidance Notes (available at www.nafc.org.au information > standards)
- f. Glossary (available at www.nafc.org.au information > standards)



B THE ITT PROCESS

B.1 PROCESS OUTLINE

- B.1.1 This outline is to give tenderers an indication of the process and timing of this ITT process. It is indicative only and may be changed by NAFC in accordance with the terms set out in this ITT.
- B.1.2 In contrast to similar procurements conducted by NAFC in the past, Tenderers will be invited to tender information in the form of a response to structured questions and forms, for both Stage 1 and Stage 2 in the same submission, at the same time.
- B.1.3 Combined submissions received by the closing time and according to the terms outlined in this ITT will be separated by NAFC and presented to the Evaluation Group in two consecutive stages:
- a. the Qualification Stage (Stage 1) is where Tenderers will be evaluated based on Capacity, Quality and Solution criteria.
 - b. the Pricing Stage (Stage 2) is where pricing information received from shortlisted Tenderers from Stage 1 will be evaluated based on the Value for Money criteria.
- B.1.4 If this ITT process results in a decision to enter into contracts, the intention is to execute any contract in June, to allow Services to commence as early as August 2022.

B.2 ITT STAGES

- B.2.1 The announcement of this Invitation to Tender invites information from Tenderers about their capabilities, their aircraft and systems, and pricing. Tenderers are required to respond to structured questions listed in Part C of this ITT document and in the Response Forms. Evaluation of responses will be conducted in two consecutive stages.
- B.2.2 Stage 1: Qualification Stage
- a. Proposals submitted will be evaluated and shortlisted according to the specified criteria. Tenderers that are shortlisted in this stage will be regarded as having qualified for the next stage.
 - b. Qualification is a competitive process. It is not a matter of simply meeting minimum requirements.
 - c. The evaluation group may seek further information from Tenderers.
 - d. Evaluation of Stage 1 will not involve an evaluation of proposed pricing. At Stage 1, the Evaluation Group will only have access to non-pricing information.
- B.2.3 Stage 2: Pricing Stage
- a. Firm pricing proposed will be evaluated principally for the value-for-money of the Services.
 - b. It is intended that only organisations who have submitted proposals at Stage 1 will be eligible to be evaluated in this stage. An exception to this may occur if insufficient tenders that meet the needs of NAFC and its Members are received.

- c. Only at the commencement of evaluation of Stage 2 will the Evaluation Group be provided pricing information.
- d. Negotiations may occur with higher-placed Tenderers.
- e. Although NAFC seeks responses from tenderers in the same invitation, market release and closing deadline, final negotiations for each LAT Service may occur separately depending on the nature of proposals received.
- f. Further referee checks, audits and other due-diligence checks may occur when assessing proposals at stage two.

B.2.4 Contract award

- a. Following the evaluation of proposals at Stage 2, 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 enter into a Contract with AFAC.
- c. It is possible that Contracts will not be awarded for all the Services listed in the TOS. This will depend on the available budget and the suitability, cost effectiveness and productivity of the tendered solutions.
- d. It is possible that Contracts may be awarded for Services not listed in TOS. This will depend on the suitability, cost effectiveness and productivity of the tendered solutions, and the available budget.
- e. Any Contract awarded subsequent to this ITT will be between the Supplier and AFAC. However, Services procured through this ITT process, although contracted by AFAC, will be managed and supervised on the ground by the relevant Member.

B.3 PROPOSAL EVALUATION

- B.3.1 The evaluation and selection process aims to identify high quality Services which best meet appropriate levels of quality and commercial risk, are suited to the Members' purpose, and which offer the best value-for-money within the available budget.
- B.3.2 The evaluation process includes multiple assessments of all proposals by a multi-disciplinary, multi-jurisdictional group. The process is externally monitored and conducted to the highest standards of independence and probity.
- B.3.3 Stage 1 Evaluation Criteria is as follows:
 - a. Capacity
 - i. The competence of the proposer to provide the required Service(s), based on information in the proposal, public information, other information sourced from the proposer, and on past performances in the industry.
 - ii. The capability of the proposer to provide the appropriate aircraft, personnel, organisational structure, training and material resources needed to perform the Service.



- iii. The capacity of the proposer to supply the required Services and any optional and additional capabilities.
- b. Quality
 - i. The controls in place to successfully manage safety, quality, risk, finance, employees and subcontractors.
 - ii. An organisational culture that is fit for servicing emergency management and land management operations.
 - iii. A commitment to provide a consistent, high-quality service.
- c. Solution
 - i. How well the proposed solution responds to the Service description listed in the ITT, and the requirements of the Specimen Contract, including preferred and optional items.
 - ii. The suitability of the proposed aircraft and equipment to supply the Service), including capability, performance, capacity, maintenance, spares inventory and fuel.

B.3.4 Stage 2 Evaluation Criteria is as follows:

- a. Findings from Stage 1 evaluation
- b. Capacity and ability of the proposer to supply the number of Services under consideration
- c. Total price and pricing arrangements, including synergies or discounts for multiple Services.
- d. Cost effectiveness and productivity of the proposed Service, including cost per litre of Fire Suppressant/Fire Retardant delivered.
- e. Value that the proposed solution provides in meeting the needs of the Member for the relevant Service and the overall fleet.

B.4 Due Diligence

B.4.1 Throughout Stage 1 and subsequent stages, due diligence items that may be considered towards the overall evaluation of a proposed Service or proposer including:

- a. Compliance with the terms and conditions of the Specimen Contract, the Large Airtanker Supplementary Contract Requirements and the ITT.
- b. A proposer's organisational, legal and ethical ability to provide the Service.
- c. The commercial viability and financial risk rating of the proposer's organisation currently and for the duration of the Contract Period.
- d. The quality, presentation and structure of the proposer's response to this ITT.



B.5 CONTRACTING

B.5.1 The Contract

- a. The Services to be provided by a successful proposer will be in accordance with a contract based on the AFAC/NAFC Specimen Contract (Contract).
- b. The Contract that is executed between AFAC and any successful proposal may differ from the Specimen Contract, including additional conditions to those in the Specimen Contract. Some of these are indicated in the Large Airtanker Services Supplementary Requirements document.
- c. 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 ITT will not be binding unless they are expressly incorporated into the formal written Contract executed by the parties.

B.5.2 Contract Period

- a. The Contract Period is the total period that there is a Contract between AFAC and the Supplier. The actual Services are only required to be provided during a defined Service Period. Normally for Primary Services, there will be only one Service Period in any one year of the Contract Period, coinciding with that year's fire season.
- b. Compliant tenders submitted are to be based on a Contract Period of:
 - i. FW22L01 and FW22L03: a two-year contract with two optional one-year extensions
 - ii. FW22L02 and FW22L04: a three-year Contract, with two optional one-year extensions.
- c. NAFC may consider alternative Contract Periods (for example only: longer Contract Periods, rolling Contract Periods) where it can be clearly demonstrated that the alternative arrangements will provide substantial service and/or pricing benefits.
- d. Proposals for alternative Contract Periods should clearly outline the proposed arrangements and the likely benefits in the response to Stage 1.
- e. Proposals for alternative Contract Periods will only be considered if the proposer also submits a fully compliant proposal.

B.5.3 Aircraft utilisation

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

B.5.4 Air Operator's Certificate holder as Contractor

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

B.5.5 Contracting with non-Australian organisations

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

B.5.6 Supplier performance monitoring

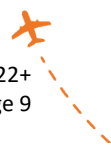
- a. Tenderers should be aware that NAFC may include contract performance monitoring and management systems or KPIs in some contracts. These would aim to ensure that standards of service are monitored and that high standards are maintained. Tenderers should be aware that the results of performance monitoring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

B.5.7 Financial security

- a. Where a proposer is a subsidiary company or proposes to contract as a trustee, NAFC may require as a condition of acceptance of proposal, a guarantee or indemnity given by the parent company or by some or all the beneficiaries of the trust in respect of the proposer'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 proposer.
- c. NAFC may require the Contractor to establish and maintain a Performance Bond/Bank Guarantee for the Contract Period.

B.6 RESPONDING TO THE INVITATION

B.6.1 Proposal Response Parameters



- a. Each proposer may propose to supply one or more of the individual Services listed in the Table of Services. Only one response in total is permitted for each individual proposer. This single response should include all proposals for the available Services and all options or alternative proposals for each Service.
- b. An individual proposer may be a consortium or partnership of organisations, each of whom will become jointly and severally liable for delivery of the Services if a contract is executed pursuant to the proposal.
- c. A supplier organisation that is a member of a consortium or partnership for the purpose of submitting a proposal may also propose in their own right or as part of another consortium or partnership. In such cases, each proposal will be treated as independent, separate and complete proposals and will be evaluated entirely separately.

B.6.2 Demonstrations

- a. Where a proposer wishes to demonstrate a capability to NAFC or its Members, it is expected that such demonstrations would be at the proposer's own cost. Should any organisation envisage conducting a demonstration, details must be included in the response to this ITT. This will enable NAFC and its Members to make informed decisions regarding the allocation of resources to evaluate trials and demonstrations. No direct approach to any Member is permitted.

B.6.3 Compliance

- a. A full compliance statement is not required for this ITT. Instead, for any proposed non-compliance or partial compliance to one or more clauses of the *Specimen Contract, Large Airtanker Services Supplementary Requirements* or the other requirements of this ITT, the proposer is asked to detail their non-compliance or partial compliance in the response forms.
- b. Where a proposer either partially complies or cannot comply with a Specimen Contract clause, a NAFC Standard, or any aspect of the ITT including the Table of Services, the proposer must include the clause and Schedule reference, outline the issue and propose an alternative to the clause in question in response forms. Include any proposed resolution or a description of any benefits of non-compliance or partial compliance.
- c. Some clauses in the Specimen Contract and Supplementary Requirements document are identified as Preferred or Optional. Unless otherwise stated by the proposer, it will be assumed that the proposer does not comply with these clauses of the Specimen Contract.
- d. Before completing the relevant section of the response form, please note the following:
 - i. Tenderers presenting a significant number of contract departures or who seek to significantly offset risk to NAFC should note that this forms part of the overall assessment undertaken by NAFC.
 - ii. Tenderers risk having their response set aside if NAFC considers proposed changes to the Specimen Contract or the Large Airtanker Services Supplementary Requirements to be unacceptable or unmanageable

- iii. Tenderers should carefully consider the necessity of proposed contract amendments as these may affect the comparability of pricing
- iv. Tenderers who indicate significant contract departures may also be asked to provide pricing with or without contract changes
- e. Unless otherwise clearly stated it will be assumed that the Contract and Other Compliance response form submitted applies to all options proposed

B.6.4 Service response

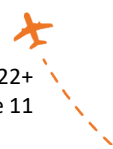
- a. Tenderers must clearly specify the manufacturer, make and model of aircraft that they propose to use to supply each of the Services. It is intended that Tenderers invited to participate in subsequent stages will be limited to offering aircraft of the same make and model of aircraft as proposed at Stage 1.
- b. A higher aircraft Type than that required by any Service may be proposed, however Tenderers will be evaluated according to the aircraft Type required in the Table of Services. Where the Service specification in Table of Services allows for different Types to be proposed, aircraft will be evaluated as proposed, provided they are one of the Types requested.

B.6.5 Use of ARENA

- a. NAFC maintains a web-based system (ARENA) within which all organisations operating firefighting aircraft in Australia enter and maintain information regarding their company, aircraft, equipment and crew.
- b. For this ITT, Tenderers are required to register their organisation and aircraft in ARENA. Aircraft entered in ARENA may, if the proposer so elects, be designated as “hidden”, such that the aircraft details will only be visible to personnel handling this ITT process.
- c. ARENA is in the process of further development which will allow ease of recording service information and Agreement variations. Tenderers will be required to utilise new modules of ARENA as they come on-line
- d. ARENA can be found at <https://arena.nafc.org.au>

B.7 Terms of participation

- B.7.1 This ITT 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.7.2 Whilst all due care has been taken in the preparation of this ITT, AFAC makes no representations or warranties that the content or any information communicated or provided to Tenderers during this ITT process is, or will be, accurate, current or complete.
- B.7.3 If a proposer finds or reasonably believes that it has found any discrepancy, ambiguity, error or inconsistency in this ITT or any other information communicated or provided by AFAC, the proposer must promptly notify AFAC in writing. AFAC will then consider what, if any, corrective action is required. Any corrective action taken will be notified to all Tenderers without attribution to the entity that alerted AFAC.



- B.7.4 AFAC reserves the right to change any information, or to issue Addenda to this ITT before the closing date.
- B.7.5 Tenderers accept that AFAC may, in its absolute discretion, terminate, alter or suspend this ITT process or any aspect of it at any time. AFAC will not be liable for the costs and expenses of Tenderers should the process be terminated, altered or suspended.
- B.7.6 AFAC will not be liable for any costs and expenses incurred by those submitting proposals or in the preparation of proposals or in discussions and negotiations after the submission of proposals.
- B.7.7 AFAC may request any proposer, at the expense of the proposer, attend meetings at particular locations to further discuss, clarify or negotiate proposals.
- B.7.8 Tenderers must not contact anyone other than those NAFC employees involved in this tender process (including NAFC's Members, advisers, officers, employees or subcontractors) to discuss any aspect of the tender process.
- B.7.9 All proposal documents become the property of AFAC on submission.
- B.7.10 Tenderers accept that AFAC may retain and utilise proposal information including aircraft and systems performance data from proposals for any modelling or analysis purpose, whether a proposal is accepted or not.
- B.7.11 AFAC may make copies of proposal documents submitted for any purpose related to this ITT process.
- B.7.12 AFAC will treat information provided by Tenderers as confidential. Notwithstanding this, AFAC may disclose confidential or other information provided by Tenderers:
 - a. to its Members, advisers, officers, employees or subcontractors for the purposes of conducting, evaluating proposals, making decisions or granting approvals in connection with this ITT, preparing and managing any resultant contract, concluding the tender process including debriefs, or reviewing, auditing or evaluating this tender process or AFAC's procurement processes generally
 - b. to defend any claim or proceeding in relation to the ITT or any resultant contract
 - c. which is in the public domain other than due to a breach of the relevant obligations of confidentiality, or
 - d. as otherwise required by law.
- B.7.13 Tenderers are required to keep confidential any AFAC information, including confidential information, relating to any aspect of the procurement process.
- B.7.14 AFAC will collect, use and dispose of personal information from a proposal in accordance with the Privacy Act 1988 (Cth), and as set out in AFAC's Privacy Policy.
- B.7.15 Upon submission of any proposal, Tenderers are deemed to:
 - a. have carefully examined the information made available in writing by AFAC for the purpose of this ITT,



- b. be fully informed as to the requirements of AFAC and the potential obligations of Tenderers and subsequent Contractors,
 - c. have addressed in its entirety the evaluation criteria detailed in this information, and
 - d. have made their own interpretations and formed their own conclusions as to the challenges and costs of complying with all the obligations specified and of all matters and things necessary for the due and proper performance of any contract arising from this ITT process.
- B.7.16 Tenderers accept that while contracts entered into subsequent to this process will be based on the provisions of the Specimen Contract, any contract that may be executed between AFAC and any provider will differ from the Specimen Contract subject to negotiated positions.
- B.7.17 Tenderers must not make any public statements, including without limitation, providing information or documents for publication in any media, in relation to this ITT or any subsequent Contract arising out of this ITT, without the prior written approval of AFAC.
- B.7.18 Proposals must contain all necessary information for the evaluation group to make assessments. Other than where the evaluation group seeks additional clarification or information there will be no further opportunity to provide this information.
- B.7.19 Proposals may be disqualified or evaluated solely on the information contained in the proposal. AFAC may disregard any incomplete, unintelligible or illegible content in the proposal and will be under no obligation to seek clarification from the proposer.
- B.7.20 Tenderers not providing adequate information to enable a proposal to be properly evaluated may also be excluded from further consideration and AFAC will be under no obligation to seek further information from the proposer.
- B.7.21 Tenderers accept that AFAC or approved bodies acting on behalf of AFAC may request evidence regarding the financial status of the proposer and affiliated organisations including *Statement of Comprehensive Income* (profit & loss) and *Statement of Financial Position* (balance sheet) for the last 3 years for all companies; financial referees, bankers and guarantors. Failure to comply with such a request may result in the proposal not being progressed.
- B.7.22 Tenderers accept that at any stage during this ITT process, Tenderers may be subject to assessment or audit by AFAC or approved bodies acting on behalf of AFAC. Failure to submit to an audit may result in the proposal not being progressed.
- B.7.23 Tenderers accept that AFAC may request a comprehensive accident and incident report spanning several years together with details of preventative and remedial actions taken by the proposer. Any such report must embrace complete organisations and not simply single business entities. Failure to comply with such a request may result in the proposal not being progressed.
- B.7.24 Without limiting AFAC's rights in this ITT, AFAC may at any time, in its absolute discretion, during the process:
 - a. shortlist one or more Tenderers,

- b. commence or continue discussions with some or all of the Tenderers without shortlisting any Tenderers, or
 - c. accept one or more of the proposals.
- B.7.25 AFAC is not bound to shortlist, to select as successful or to accept any proposal.
- B.7.26 AFAC is not bound to shortlist, to select as successful or to accept the proposal submitting the lowest price.
- B.7.27 AFAC may, in its absolute discretion, immediately disqualify a proposer that it believes has sought or obtained assistance in relation to its tender from any NAFC employee, Member employee or consultant.
- B.7.28 AFAC may, in its absolute discretion, immediately disqualify a proposer that it believes has engaged in collusive practices.
- B.7.29 A proposal will be deemed to be available for consideration by AFAC until such time as the proposer is formally notified by AFAC. The commencement of negotiations by AFAC with one or more tenderers is not to be taken as an indication that any tenderer's response is no longer under consideration.
- B.7.30 AFAC is not bound to provide any proposer with feedback or reasons for setting aside, disqualifying, rejecting or not accepting or proceeding with a proposal or any other proposal.

B.8 LODGEMENT OF PROPOSALS

B.8.1 Lodgement

- a. Tenderers should note very carefully that the lodgement of a complete proposal requires:
 - i. ensuring that the required information is available in ARENA, and
 - ii. submitting all response forms in ARENA
- b. A proposal comprises the relevant documents lodged in ARENA tender module as well all data in ARENA.
- c. Proposals may only be lodged using the ARENA tender module.
- d. 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. Do not submit Apple Pages or Apple Numbers documents.

B.9 Closing date and time

B.9.1 The ITT's closing date and time will be:

- a. 13:00 Australian Eastern Daylight Time on Wednesday 16 March 2022

B.9.2 Proposals must be lodged by the closing time.



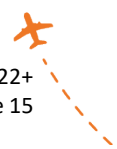
- B.9.3 Tenderers will be able to amend and re-submit proposals that have already been lodged providing that they are resubmitted before the closing time.
- B.9.4 Tenderers will NOT be able to submit, amend or resubmit a proposal after the closing time.
- B.9.5 Tenderers must allow for any and all possibilities when determining when to submit their proposals. Considerations may include, amongst other things:
 - a. the number and file size of response forms and proposer specific documents to upload to ARENA,
 - b. potential problems with a proposer's access to the internet or Internet Service Provider, and
 - c. peak traffic volumes on the ARENA system particularly near the closing time of the procurement process, making it slow or difficult to upload documents.
- B.9.6 NAFC strongly recommends loading and submitting proposal responses well before the closing time and date, and that Tenderers carefully read and follow all instructions as to how to correctly submit a proposal.
- B.9.7 NAFC cannot access any proposals submitted until after the closing time.
- B.9.8 AFAC accepts no responsibility for late, incomplete or incorrectly submitted proposals.

B.10 Further Information

- B.10.1 Communications with AFAC personnel or with any consultants assisting AFAC, regarding this ITT process are not permitted.
- B.10.2 Tenderers should email tenders@nafc.org.au with any queries regarding the content of this ITT and associated documents.
- B.10.3 Tenderers should email arena@nafc.org.au with any queries regarding the use of ARENA.
- B.10.4 Further general background information on NAFC and Aerial Firefighting in Australia may be obtained at the NAFC website: www.nafc.org.au
- B.10.5 In the interest of fairness, answers to questions from tenderers may be shared as an Addenda notification in ARENA, as appropriate.
- B.10.6 AFAC reserves the right to not respond to any question or request irrespective of when such question or request is received.
- B.10.7 Due care will be taken to avoid identifying specific organisations in any answers published in Addenda or on the NAFC websites, however, NAFC cannot guarantee that an individual organisation will not be able to be identified from a question or answer provided.

B.11 Post Proposal Feedback

- B.11.1 Tenderers will be advised of any decision to not take a particular proposal further, or to disqualify a proposal from further consideration.



- B.11.2 Except in the case of significant errors or omissions which result in disqualification of a proposal, it is not practical for NAFC to provide feedback or debriefing to individual Tenderers.

C SERVICE REQUIREMENTS

C.1 SERVICE OUTLINE

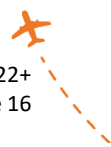
- C.1.1 This ITT is intended to identify and examine only Large Airtanker solutions that can provide the Service by the Commencement Date.
- C.1.2 NAFC contracts an aviation Service as distinct from leasing a specific aircraft. The services required encompass all activities necessary to ensure the provision of safe, effective and efficient aerial firefighting.
- C.1.3 This ITT requires that the Services will be provided through turnkey service provision from suitably qualified and capable commercial service providers– the arrangements must include provision of all ancillaries, pilots, crew, crew training, fuel, other consumables, supervision, support, maintenance, servicing, insurance etc., necessary to provide a Service.
- C.1.4 For clarity, full service extends beyond the type of arrangements that are often referred to in the industry as dry-lease, wet-lease or ACMI. These business models are not acceptable.
- C.1.5 For the purposes of this ITT, full service does not include the supply, mixing or loading of any Fire Suppressants or similar material that may be aerially delivered. However, Tenderers may describe additional capabilities that they can offer for supply, delivery and mixing or loading of Fire Suppressants.

C.2 Summary of service requirements

- C.2.1 The services required are laid out in this ITT document and the *Specimen Contract* including the *Large Airtanker Services Supplementary Requirements* document.
- C.2.2 Each Service requires a Contractor to ensure that:
- the specified Aircraft responds to fire incidents or other emergency operations and activities and carry out Firebombing and/or other specialised work to specified standards and protocols
 - preparedness to respond is maintained throughout the specified Service Periods
 - the Aircraft is standing by and ready to respond to fire incidents or other emergency operations and activities when in a Service Period
 - the Service can re-locate to other airbases or jurisdictions when required.

C.3 Contract Periods and Service Periods

- C.3.1 The Contract Period is the total period of time that there is a Contract between AFAC and the Contractor, including any extensions to the Contract Period. However, the actual services of the specified aircraft are only required to be provided during certain Service Periods that occur during the Contract Period.
- C.3.2 At least one Service Period occurs in each year of the Contract Period. A Service period is of a defined minimum length and may be extended. Normally there would be only one core



Service Period in any one year of the Contract Period, coinciding with that year's bushfire season.

- C.3.3 Service Periods may be likened to periods referred to as Minimum Availability Periods or MAPs in some other countries.
- C.3.4 During the Service Period the aircraft and crew will be based at the NOB/s specified in the Contract, unless otherwise agreed.
- C.3.5 The commencement date of each Service Period is notified in advance to the Contractor in accordance with the Notice Period tendered.

C.4 Availability levels

- C.4.1 For Large Airtankers sought by this ITT, Absolute Availability is intended for the core Service Period. Absolute Availability may be likened to contracts known as "Exclusive Use" in some other countries.
- C.4.2 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 when required, on each day of the Service Period. However, on most days of relatively low fire risk, the availability requirement may be relaxed to allow for an 8 to 9-hour duty day. These Contract requirements also mean that the Contractor must have the capacity to conduct all aircraft maintenance out-of-hours.

C.5 Notice Periods

- C.5.1 The Notice Period will be specified in the Contract as a specific number of days. Tenderers must specify their preferred Notice Period for each Service they are proposing.
- C.5.2 It is advised that Tenderers should normally specify the shortest Notice Period that they are realistically capable of meeting. In any case Notice Periods should not normally be greater than 56 days.
- C.5.3 Shorter Notice Periods are strongly preferred if realistic and should be described in the relevant question response (i.e., if Tenderers can specify relatively short Notice Periods, this will be treated favourably in the evaluation).
- C.5.4 NAFC will consider additional parameters for Notice Periods if that will assist in providing shorter Notice Periods, e.g., a proposal could specify a Notice Period for a particular Service of say 14 days, provided that the Service Period commencement date for that Service is between specified dates in any year.

C.6 FW22L01 and FW22L03 – The National Service

- C.6.1 This ITT primarily aims to contract the services of one LAT (and optional supervision aircraft) for a Service Period, nationally available although initially based at one location, from approximately August to April in each year of the Contract.
- C.6.2 Tendered availability and pricing is being sought for two options for Service Period duration:
 - a. A Service Period duration of 272 days, commencing on 1 August in each year of the Contract Period, and



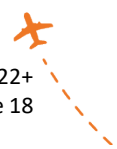
- b. A Service Period duration of 120 days, to commence on a date notified in accordance with the tendered Notice Period.
- C.6.3 NAFC is keen to explore the possibility that this Contract could include Partial Availability in August and April, or some level of scaled down availability, that could complement Absolute Availability required during the height of the season in each year of the Contract. NAFC is also keen to explore the possibility of the LAT remaining available year-round in some form, based in Australia. Tenderers are invited to propose any such options for such Partial or Ad-Hoc Availability in their response to the relevant Service Period and Notice Period question.
- C.6.4 Whilst all NAFC aerial firefighting Contracts provide flexibility for sharing arrangements should Services be redeployed across jurisdictional borders, it is envisaged that FW22L01 and FW22L03 will “follow the forecast” (i.e., be readily re-deployable dependent on fire threat level across Australia).
- C.6.5 NAFC and the Members would like to explore options regarding the NOB and tenders that provide flexible location options and moveable redeployment options are encouraged. Similarly, tenders may provide information regarding NOB/s which may provide operational or pricing value to the Member. Tenders for the Supervision Aircraft Service may not be in a position to suggest location options but should describe their capacity to provide flexibility to meet whichever NOB is finally selected.
- C.6.6 This LAT will be used across Australia and as such is likely to be temporarily based in different locations for varying operating periods. The Specimen Contract (Clause 9.3) provides for additionally incurred charges to be reimbursed by the Member when the aircraft is redeployed to a Temporary Operating Base (TOB). Tenders should provide options as to how additional costs normally payable by the Member could be reduced or streamlined under the Contract, if operating from a TOB for extended periods.

C.7 FW22L02 and FW22L04 – The West Australian Service

- C.7.1 This ITT additionally aims to contract the services of one LAT (and optional supervision aircraft) for a core Service Period, based in Western Australia from early- to mid-December (indicative) in each year of the Contract.
- C.7.2 This Service Period will be for a duration of minimum 90 days, with the possibility of extension.
- C.7.3 During the Service Period the aircraft and crew will be based at a location (Nominated Operational Base [NOB]) specified in the Contract unless operations or preparedness require otherwise.
- C.7.4 Tenderers should read and understand Clause 9 of the Specimen Contract (Payments and Prices Under the Contract) when formulating tendered pricing for Standing Charges as it relates to these clauses.

C.8 Fuel and Fuelling

- C.8.1 All LAT Services and supervision aircraft Services are offered on the basis of Wet-B fuelling, where the Contractor is responsible for arranging and paying for fuel. The Contractor is not required to have mobile fuelling facilities, however the Contractor will normally have to ensure appropriate fuelling facilities are available at the NOB.



- C.8.2 Wet-B also requires that the Contractor is responsible for the provision of all consumables required for normal operation of the Service, including oil, grease, starting mixtures, hydraulic fluid, etc.

C.9 Carriage of passengers – Large Airtanker

- C.9.1 NAFC understands that, at the time of writing, current CASA regulations prohibit passenger carriage in certain Large Airtankers. Proposals should indicate whether the Large Airtanker is authorised to carry passengers and may include a plan under the relevant question in the Response Form to provide this capability should the regulations change during the Contract Period.

C.10 Carriage of passengers – Supervision Aircraft

- C.10.1 Passenger carriage is required for supervision aircraft. Therefore, the operator must hold an AOC authorising the aircraft to carry out passenger transport operations with the supervision aircraft under the Instrument Flight Rules (IFR) including at night.
- C.10.2 Tenderers must provide a Passenger Carrying Capability (PCC) number as defined in NAFC Standard PR-003: Definition of Passenger Carrying Capability for firefighting aircraft. Tenderers must also specify any limitations that could impact on the ability to carry the maximum number of passengers possible in any aircraft.
- C.10.3 Note that supervision aircraft must also hold an Aerial Work Certificate (AWC) authorising the carriage of 'aerial work passengers' when conducting aerial work operations.
- C.10.4 For clarity, the ability to carry passengers generally (i.e., not only aerial work passengers) is a requirement for the supervision aircraft, therefore the supervision aircraft must hold an AOC authorising the carriage of passengers and comply with the requirements of that AOC at all times. In other words, aircraft required to carry passengers must have a Standard Certificate of Airworthiness and the operator must have the necessary CASA authorisations for a passenger transport operation for the non-scheduled carriage of passengers for hire or reward in that aircraft.

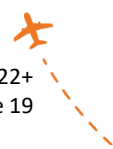
D AIRCRAFT REQUIREMENTS

D.1 Safety

- D.1.1 Safety is the highest priority in all operations. Fundamentally the aircraft must be safe to operate in the mission profiles that are encountered in Aerial Firefighting. Only aircraft that have known, fully documented maintenance histories, and have been appropriately maintained over their service life will be considered. Only aircraft that have an appropriate means of assuring continued airworthiness for the period of any Contract will be considered.

D.2 Large Airtanker role

- D.2.1 The principal role for the airtanker sought through this ITT is the rapid, consistent and flexible delivery to bushfires of Fire Retardant or Fire Suppressant that is loaded onto the aircraft at land-based filling stations.
- D.2.2 Larger airtankers will often be utilised where the distance between the Fire Retardant/Fire Suppressant filling/refilling station and the target fire exceeds the distance considered efficient for Type 4 fixed wing airtankers or rotary wing aircraft; or where large volumes of Fire Retardant/Fire Suppressant are required to be delivered in a relatively short time frame.



- D.2.3 Larger airtankers may be used in rapid initial attack, extended attack or in a range of other tasks including direct protection of assets from fire.

D.3 The Large Airtanker

- D.3.1 NAFC is seeking for specific attributes and performance from a large airtanker. Tenderers should read and understand the requirements outlined in the *Specimen Contract* along with the *Large Airtanker Services Supplementary Requirements* which explain these further.

D.4 Firebombing Delivery System

- D.4.1 Firebombing Delivery Systems on proposed airtankers should:
- a. have received or be capable of receiving approval (provisional or full) from a Member as set out in *NAFC Standard OPS-001: Approval of Firebombing Delivery Systems, and*
 - b. meet the other requirements of the *Specimen Contract* and the *Large Airtanker Services Supplementary Requirements*.
- D.4.2 NAFC is prepared to consider Firebombing Delivery Systems that do not necessarily meet all current requirements, but potentially offer other advantages. Tenderers must include detailed information regarding any such Firebombing Delivery System, specifically highlighting the advantages of non-compliance.
- D.4.3 Requirements for the Firebombing Delivery Systems (which comprise the tank, gate or doors, controllers and software, and any associated sub-systems) are contained in this document, the *Large Airtanker Services Supplementary Requirements*, the NAFC Standards and the *Specimen Contract*. In essence, any airtanker must safely, repeatedly and consistently deliver Fire Suppressant and Fire Retardant in an acceptable, uniform, evenly distributed pattern on the ground.
- D.4.4 The Firebombing Delivery System must be capable of satisfactorily loading and delivering Fire Retardant and Fire Suppressant.
- D.4.5 The system must also be capable of delivering Fire Retardant and Fire Suppressant in such a way that they penetrate the vegetation canopy, where appropriate, and provide sufficient coverage on the ground to retard or suppress bushfires in the conditions typically encountered in Australia. This will generally require delivery of Fire Suppressants or Fire Retardants in relatively concentrated ground patterns. Ground coverage levels greater than Coverage Level 6 (about 2.5 litres per square metre) are required.
- D.4.6 The Firebombing Delivery System must be capable of “splitting” loads (i.e., making successive drops from the same load) and must be capable of operator adjustable flow rates.
- D.4.7 It is NAFC’s experience that aircraft equipped with Firebombing Delivery Systems that include “constant-flow” devices or design features that provide some form of compensation for variations in tank head pressure, airspeed and other parameters, will often produce the best results. Other approaches, including multi-door systems will be considered provided that they provide uniform coverage, consistency, repeatability and reliability.
- D.4.8 It has been found that the time taken to fill the aircraft’s Firebombing tank can have an important effect on productivity. Tenderers are advised to outline their filling speeds, limitations or advantages in their response to the Firebombing Delivery Systems question in the Response Form



- D.4.9 Proposals must include all relevant information that demonstrates how any proposed aircraft and its Firebombing Delivery System meets the Service requirements.

D.5 IAB approval

- D.5.1 It is preferred that large airtankers proposed have achieved at least Interim approval from the United States Interagency Airtanker Board (IAB) or are capable of receiving at least Interim Approval from the IAB before August 2022.
- D.5.2 It is preferred that contracted large airtankers have full approval from the IAB.
- D.5.3 Tenderers of aircraft that do not currently hold full approval from the IAB should describe in detail the status of any approval and detail their plan to have the approval in time for the Service Period.

D.6 Supervision aircraft role

- D.6.1 The supervision aircraft will normally operate as an Air Attack Supervision Platform - that is, it will carry appropriately qualified staff from Member agencies, who will supervise and coordinate Firebombing operations from a standoff position. The supervision aircraft may be required to fly “dummy runs” to illustrate targets to the crew of the airtanker. The supervision aircraft may be required to fly low to closely examine the area of operations.
- D.6.2 Lead Plane operations are not normally conducted in Australia, however it is acknowledged that some airtankers proposed may require a Lead Plane. For airtankers that require a Lead Plane, the associated supervision aircraft will operate as a Lead Plane.
- D.6.3 Tenderers are encouraged to provide options which may optimise the supervision support role to a LAT which is nationally available and may regularly ferry across Australia to meet forecast risk or operations

D.7 The supervision aircraft

- D.7.1 NAFC is seeking for specific attributes and performance from a Supervision Aircraft. Tenderers should read and understand the requirements outlined in the *Specimen Contract* along with the *Large Airtanker Services Supplementary Requirements* which explain these further.
- D.7.2 Supervision aircraft must have the appropriate flight characteristics to safely and efficiently undertake the roles outlined above. Where a Lead Plane is required, the supervision aircraft must be able to fly flight profiles appropriate to the airtanker.
- D.7.3 Supervision aircraft may be required to carry agency personnel as Air Attack Supervisors and must meet CASA passenger carrying requirements. Tenderers must provide their covid-safe plan for such close contact environment. Tenderers should also provide planning for a scenario where border restriction bubble operations may restrict the carriage of agency personnel.
- D.7.4 When operating, the supervision aircraft should arrive at an incident before the airtanker if possible and have sufficient range and endurance to arrive at an incident and loiter for extended periods without refuelling. Tenderers are advised to outline their rapid deployment and airspeed capability in the appropriate table on the Response Form.
- D.7.5 Quality communication is critical to safe, effective Aerial Firefighting operations. Tenderers are advised to read and understand the relevant NAFC Standards and *Specimen Contract*.

D.8 Associated supervision aircraft

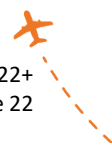
- D.8.1 Supervision aircraft proposed in this ITT will be treated as Associated supervision aircraft – i.e., they will be associated with a particular airtanker and will normally be based at the same NOB(s), for the same Service Period(s) as that airtanker.
- D.8.2 Provision of associated supervision aircraft is optional, and proposals are not required to include supervision aircraft. However, proposed supervision aircraft will be evaluated on their merit and value for money not only in undertaking the supervision aircraft role, but also in terms of the overall value that they contribute to the large airtanker package proposed.
- D.8.3 NAFC does reserve the right to obtain supervision aircraft Services separately from large airtanker Services.
- D.8.4 The Associated supervision aircraft Services described in this ITT will only be proceeded with if appropriate value for money solutions are identified. If suitable supervision aircraft are not contracted through this ITT process, NAFC will procure suitable Services through separate processes.

D.9 Applicable Specimen Contract schedules

- D.9.1 For large airtankers Schedule A and H of the Specimen Contract apply. Schedules B, C, D, E and F do not apply to Large Airtankers.
- D.9.2 For supervision aircraft Schedule B of the Specimen Contract applies. Schedules A, D, E, F and H do not apply to supervision aircraft.
- D.9.3 If an organisation proposes to supply supplementary intelligence gathering capabilities on the supervision aircraft then parts of Schedule C may apply.
- D.9.4 If an organisation proposes to supply NVIS capabilities on the Aircraft then parts of Schedule G may apply.
- D.9.5 If an organisation proposes to provide supplementary mobile refuelling capability then parts of Schedule F may apply.
- D.9.6 The contents of Schedule H will be based on Large Airtanker Services Supplementary Requirements.

D.10 ADDITIONAL CAPABILITIES

- D.10.1 Tenderers may propose additional capabilities Examples of optional capabilities of particular interest may include:
 - a. Fire Suppressant and/or Fire Retardant storage, handling, mixing and loading facilities, including equipment operators and loaders, at the Nominated Operational Base,
 - b. portable or mobile storage, handling, mixing and loading facilities, including equipment operators and loaders, that could be used at Temporary Operational Bases,
 - c. capacity for training of Members' personnel (above that required under the Specimen Contract – see Large Airtanker Services Supplementary Requirements),



- d. synthetic vision capabilities on the airtanker and/or the supervision aircraft,
- e. night firebombing capabilities,
- f. other advanced avionics or communications capabilities on the airtanker and/or the supervision aircraft,
- g. instrumentation on the airtanker and/or the supervision aircraft for measuring and transmitting data relating to ambient meteorological conditions, or
- h. refuelling capability additional to that specified.

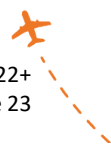
D.10.2 On the supervision aircraft:

- a. infra-red and visual imaging and recording systems,
- b. image processing including geo referencing,
- c. data communication systems, or
- d. automated (GPS based) mapping.

E PROPOSAL PRICING

E.1 General

- E.1.1 Pricing is required to be provided for each of the specified Services that the proposer wishes to supply.
- E.1.2 Pricing for options suggested by the proposer outside the standard categories provided in ARENA should be provided in narrative form in the Pricing Narrative.
- E.1.3 Tenderers are strongly encouraged to propose discounted prices for the provision of multiple Services or combinations of Services.
- E.1.4 Tenderers are encouraged to provide discounted prices for any extensions beyond the minimum Service Period
- E.1.5 When formulating pricing, Tenderers are reminded to note the clauses in the Specimen Contract which deal with inclusions and exclusions from Service payments, e.g., those costs which are defined as forming part of the Standing or Operating Charges and other costs which may be reimbursed.
- E.1.6 All prices submitted are required to be in Australian dollars (AUD).
- E.1.7 All prices submitted are required to be quoted on a GST exclusive (i.e., plus GST) basis.
- E.1.8 Pricing information will be treated as commercial in confidence by NAFC and its Members, to the extent permitted by law.
- E.1.9 Tenderers are advised that the pricing information submitted in proposals will be made available to the evaluation group as required to undertake the evaluation process.



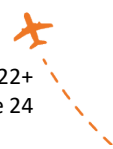
- E.1.10 Tenderers are advised that any contract ultimately executed may be published in accordance with the procurement requirements of Members, with commercial information published in a redacted format.
- E.1.11 Tenderers should ensure that they submit their most competitive prices.
- E.1.12 Clarifications with preferred tenderers may include refinement of the tendered items or composition or items, or the acceptance of additional capabilities tendered. Revised pricing substantiated according to such refinements may be negotiated.

E.2 Pricing structure

- E.2.1 It is recommended that pricing be submitted as follows:
 - a. Standing Charges for availability for each day of the minimum Service Period(s),
 - b. Standing Charges for each day by which a Service Period is extended beyond the minimum,
 - c. Operating Charges applicable during the minimum Service Period,
 - d. Operating Charges applicable during any extensions to the Service Period beyond the minimum,
 - e. Operating Charges applicable to Ferry Flights,
 - f. Standing Charges applicable to ad hoc engagement outside of any Service Period, and/or,
 - g. Operating Charges applicable to ad hoc engagement outside of any Service Period.
- E.2.2 Tenderers may suggest pricing structures different from those outlined above. It is required, however, that any different pricing structures be submitted as optional alternatives to the structures specified above – i.e., prices are submitted in accordance with the recommended structures along with any alternative pricing proposals.
- E.2.3 Pricing should be specified separately for any supervision aircraft proposed.
- E.2.4 For pricing purposes, it may be assumed that an airtanker and any associated supervision aircraft are based at the same NOB and both commence the Service Period(s) on the same date.

E.3 Annual price adjustments

- E.3.1 If a proposer chooses to apply annual rise and fall adjustments to prices, the standard CPI model is preferred.
- E.3.2 If Tenderers do elect to apply the standard CPI model for annual rise and fall, then it should only be applied to that proportion of the charges to which the rise and fall is relevant. For example, CPI should not be applied to the fuel component of Operating Charges if the Fuel Price Variation model is also applied.
- E.3.3 If Tenderers do elect to apply the standard CPI model for annual rise and fall, then the percentage of the charges to which the CPI adjustment applies must be provided in the



appropriate field of *Response Form 3 - Pricing*. If no percentage is provided it will be assumed that CPI based annual price variation does not apply.

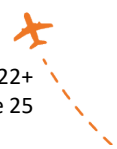
- E.3.4 The responsibility of protecting Contract Prices from general fluctuations in the value of the Australian dollar rests with the Contractor. The Contractor must take reasonable steps to ensure protection of Contract Prices from any currency changes.

E.4 Exchange rate variations

- E.4.1 NAFC has a standard model in the Specimen Contract for varying Contract Prices in accordance with variations in the value of the Australian Dollar. This is usually only a consideration for Services using larger aircraft that are normally domiciled in a foreign country.
- E.4.2 NAFC prefers not to apply the Exchange Rate Variation model to Contract Prices. However, if a proposer does elect to apply the Exchange Rate Variation, the proportion of the Contract Price that is subject to the Exchange Rate Variation (the Price Variation Percentage) should reflect only those components of the price that are affected by fluctuations in the exchange rate.

E.5 Fuel price variations (FPV)

- E.5.1 NAFC has a standard model in the Specimen Contract for varying the Operating Charge for Services. Tenderers may elect to apply this model. Prices are varied monthly (refer to Clause 2.3 of Schedule 3 of the Specimen Contract). If the proposer does not elect to apply this model, Operating Charges may be varied only according to proposed annual rise and fall provisions.
- E.5.2 To assist with administration of FPVs, NAFC has nominated standard reference sources for variations in fuel prices. If Tenderers elect to apply the FPV model, the source of the Reference Fuel Price will be the Ampol Reference Price Advice Jet A1 – Code 500 Sydney.
- E.5.3 The Benchmark Fuel Price will be the Ampol Reference Price at the time NAFC invites pricing information. Accordingly, the Benchmark Fuel Price and the source of the Reference Fuel Price is shown on the individual Pricing Forms.
- E.5.4 Note that the Benchmark Fuel Price and source of the Reference Fuel Price are used only for establishing a ratio of price movements, which is then applied as a standard FPV calculation. This movement is intended to generally match movements in any price that a Contractor may actually pay for fuel during the Contract Period. The FPV calculation is not intended to capture the actual movement of a specific fuel price paid by Contractors.
- E.5.5 For the avoidance of doubt, the Benchmark and Reference prices are used only to calculate this ratio and are not necessarily the actual prices of fuel acquired by Contractors. Tenderers should consider their own actual fuel costs when calculating their proposed prices rather than using the Benchmark Price.



APPENDIX 1: TABLE OF SERVICES

Proposed Service ID	Description	Location	Airframe	Category	Fuelling Arrangement	Service Type	Service Period	Additional Information	Capabilities
FW22L01-NLAT-120	National Large Air Tanker - 120 day Service	Australia wide	Fixed Wing	FW - Type 1 MEAT	Wet B	Primary	Within August to April Days: 120	Fixed Wing Type-1 or Type-2 Multi-engine Firebo...	Firebombing - Tank (Primary)
FW22L01-NLAT-272	National Large Air Tanker - 272 day Service	Australia wide	Fixed Wing	FW - Type 1 MEAT	Wet B	Primary	1 August to April Days: 270	Fixed Wing Type-1 or Type-2 Multi-engine Firebo...	Firebombing - Tank (Primary)
FW22L02-WLAT-90	WA Large Air Tanker - 90 day Service	Bussellton, WA	Fixed Wing	FW - Type 1 MEAT	Wet B	Primary	From Early- to Mid- December Days: 90	Fixed Wing Type-1 or Type-2 Multi-engine Firebo...	Firebombing - Tank (Primary)
FW22L03-NLEAD-120	National Lead Plane / AAS - 120 day Service	Australia wide	Fixed Wing	FW - AAS / Recce	Wet B	Primary	Within August to April Days: 120	Suitably fast aircraft to support NLAT deployment	Air Attack Supervision (Primary) Carry Fire & Emergency Crew (Optional)
FW22L03-NLEAD-272	National Lead Plane - 272 day Service	Australia wide	Fixed Wing	FW - AAS / Recce	Wet B	Primary	1 August to April Days: 270	Suitably fast aircraft to support NLAT deployment	Air Attack Supervision (Primary) Carry Fire & Emergency Crew (Optional)
FW22L04-WLEAD-90	WA Lead Plane / AAS - 90 day Service	Bussellton, WA	Fixed Wing	FW - AAS / Recce	Wet B	Primary	From Early- to Mid- December Days: 90	Suitably fast aircraft to support LAT deployment	Air Attack Supervision (Primary) Carry Fire & Emergency Crew (Optional)



APPENDIX 2: RESPONSE FORM FORMAT

Response forms can be downloaded from the ARENA tender module. There are 3 forms, structured as follows:

Response Form 1 – Business and Service

1. EXECUTIVE SUMMARY 2. BUSINESS QUESTIONS <u>2.1 ORGANISATION</u> <ul style="list-style-type: none"> • ARENA Business Data • Company Structure and Ownership • Company History and Industry Experience • Key Management and Operational Staff • Organisational Capacity • Innovation • Culture • Financial <u>2.2 MANAGEMENT SYSTEMS</u> <ul style="list-style-type: none"> • Quality Management Systems • Safety Management System • Incidents, Accidents, Non-Compliance & Show Cause Management • Risk Management System • Flight and Other Crew Management • Fatigue Management • Check and Training System 	3. SERVICE QUESTIONS <u>3.1 INFRASTRUCTURE</u> <ul style="list-style-type: none"> • Infrastructure and Resources • Nominated Operational Base (NOB) and Temporary Operational Base (TOB) • Fuelling Facilities <u>3.2 Maintenance</u> <ul style="list-style-type: none"> • Maintenance Services <u>3.3 SERVICE DELIVERY</u> <ul style="list-style-type: none"> • Provision of multiple Services • Provision of Services under Covid-19 Restrictions • Service Period Duration and Notice Period • Availability of the Service Outside of Service Period 4. CONTRACT QUESTIONS <u>4.1 CONTRACT COMPLIANCE</u> <ul style="list-style-type: none"> • Contract Departures • Other Departures
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Response Form 2 - Aircraft

5. AIRCRAFT QUESTIONS <u>5.1 AIRCRAFT ATTRIBUTES</u> <ul style="list-style-type: none"> • ARENA Aircraft Data • Overview • Firebombing Delivery Systems • Aircraft Modifications and Performance Enhancement • Avionics & Communications • Recording Systems • Tracking System • Engine and Flight Event Reporting System • Firebombing Event Reporting System • Night Visual Flight Rules & Instrument Flight Rules • Passenger Carriage Capability Calculations • Aircraft Type Calculations • Alternative and Additional Capabilities 	<u>5.2 AIRCRAFT PERFORMANCE</u> <ul style="list-style-type: none"> • Aircraft Performance Enhancement • Continuing Airworthiness Program • Aircraft Fuel Capacity and Endurance • LAT Scenario • Response and Turnaround Times • Ferrying of Aircraft in the National Sharing Environment • Other Calculations or Analysis <u>5.3 Aircraft Certifications</u> <ul style="list-style-type: none"> • Air Operator's Certificates (AOCs) and Aerial Work Certificates (AWCs) • Certificates of Airworthiness • Supplemental Type Certificates (STC) and Engineering Approvals • Specific Approvals • Insurances • Interagency Airtanker Board Approvals
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Response Form 3 - Pricing

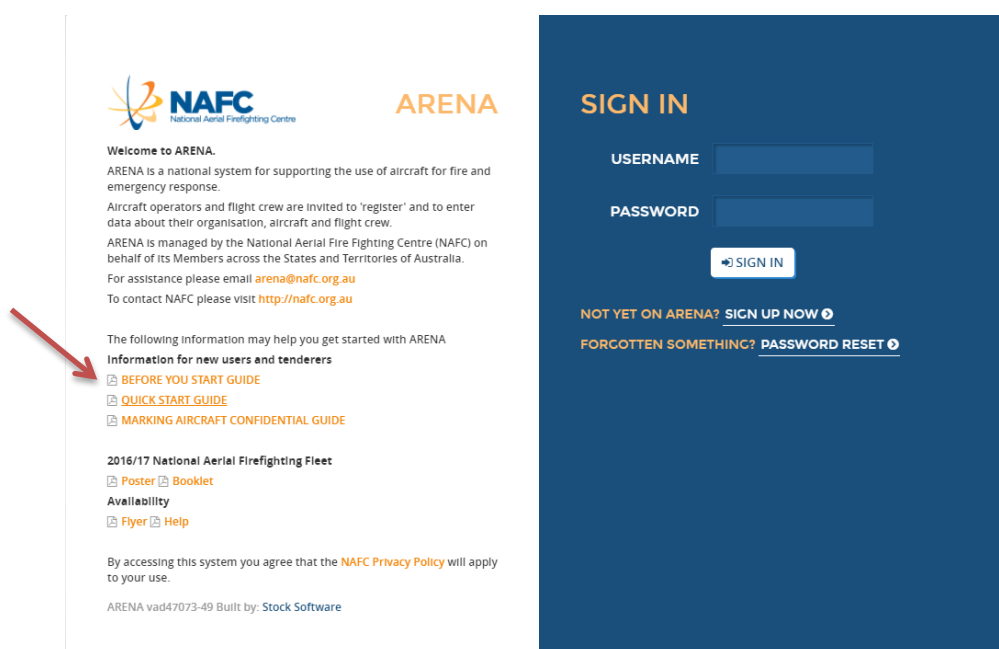
6. PRICING <u>6.1 PRICING</u> <ul style="list-style-type: none"> • ARENA Pricing Data • Pricing Summary • Additional Pricing Information • Temporary Operating Bases (TOBs) • Pricing for Alternative Service Period Lengths • Multiple Services 	<ul style="list-style-type: none"> • Availability outside the Service Period(s) • Charges for Additional Capabilities • Mobilisation and De-mobilisation • Consumer Price Index (CPI), Fuel Price Variation (FPV) and Foreign Exchange (FX)
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APPENDIX 3: HOW TO USE ARENA

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 the steps to enter company and aircraft details.



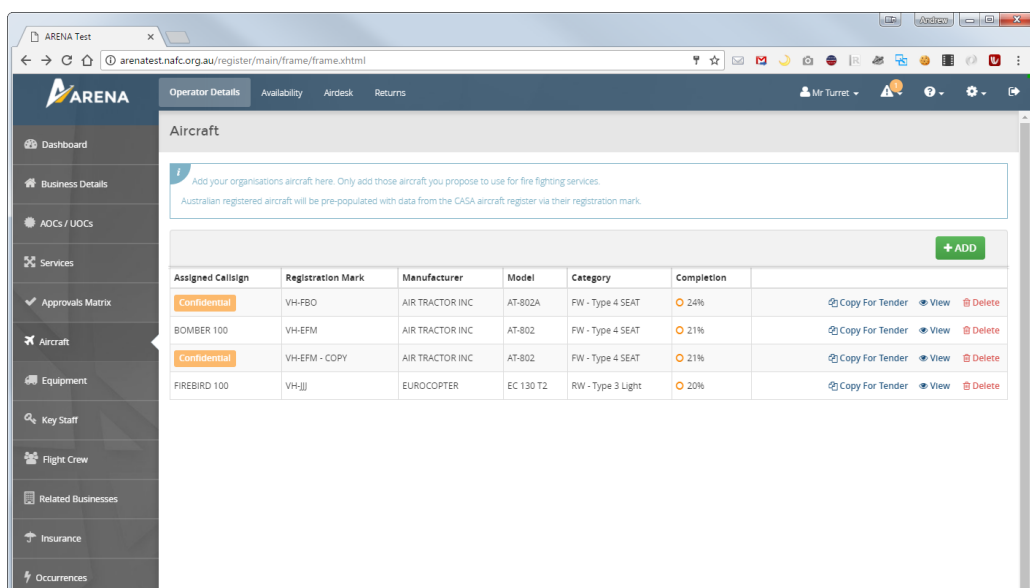
- e. All tendered aircraft must be entered into ARENA.
 - i. If your aircraft doesn't yet have a registration mark enter a placeholder registration mark that will uniquely identify the aircraft (e.g. "MyCompanyName-001").
 - ii. If the make and or model for your aircraft is not yet listed in ARENA select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



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

2. Marking an aircraft as confidential for tender




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

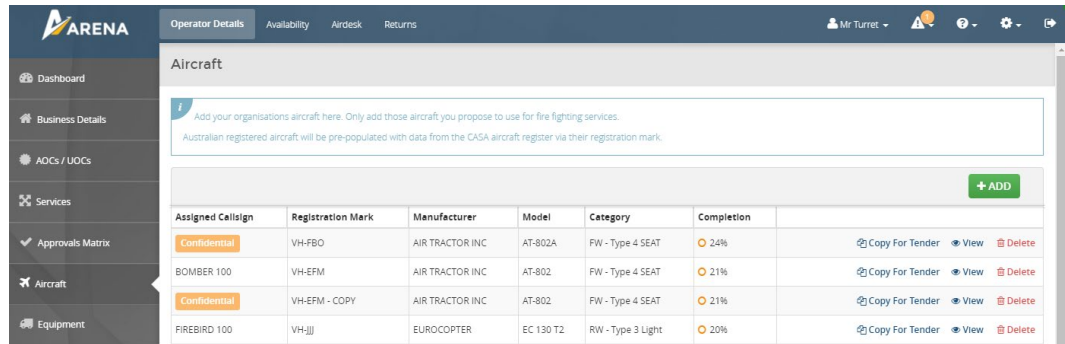














Assigned Callsign	Registration Mark	Manufacturer	Model	Category	Completion	
Confidential	VH-FBO	AIR TRACTOR INC	AT-802A	PW - Type 4 SEAT	24%	Copy For Tender View Delete
BOMBER 100	VH-EFM	AIR TRACTOR INC	AT-802	PW - Type 4 SEAT	21%	Copy For Tender View Delete
Confidential	VH-EFM - COPY	AIR TRACTOR INC	AT-802	PW - Type 4 SEAT	21%	Copy For Tender View Delete
FIREBIRD 100	VH-JJJ	EUROCOPTER	EC 130 T2	RW - Type 3 Light	20%	Copy For Tender View Delete





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

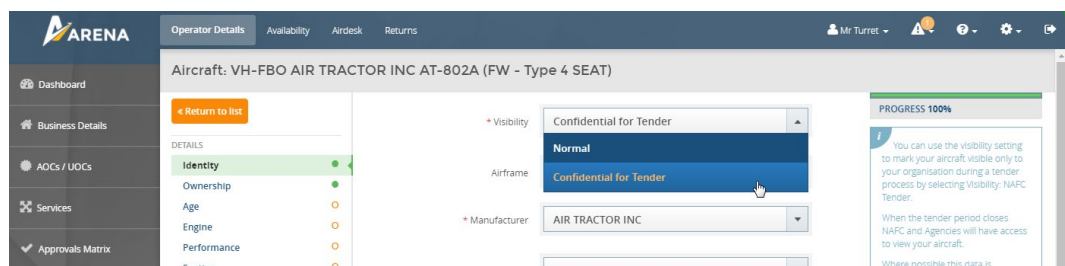
- Find the aircraft in your aircraft list and press  [Copy For Tender](#)
- Press 
- Edit the new aircraft and press the  button



Assigned Callsign	Registration Mark	Manufacturer	Model	Category	Completion	
Confidential	VH-FBO	AIR TRACTOR INC	AT-802A	FW - Type 4 SEAT	24%	 Copy For Tender  View  Delete
BOMBER 100	VH-EFM	AIR TRACTOR INC	AT-802	FW - Type 4 SEAT	21%	 Copy For Tender  View  Delete
Confidential	VH-EFM - COPY	AIR TRACTOR INC	AT-802	FW - Type 4 SEAT	21%	 Copy For Tender  View  Delete
FIREBIRD 100	VH-III	EUROCOPTER	EC 130 T2	RW - Type 3 Light	20%	 Copy For Tender  View  Delete

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

- Use the  function to create a new aircraft record
- In the Identity section set the Visibility to **Confidential for Tender**
- Press the  button



Aircraft: VH-FBO AIR TRACTOR INC AT-802A (FW - Type 4 SEAT)

[Return to list](#)

DETAILS

- Identity** (selected)
- Ownership
- Age
- Engine
- Performance
- Seating

* Visibility: Confidential for Tender

Airframe: Normal

* Manufacturer: AIR TRACTOR INC



PROGRESS 100%

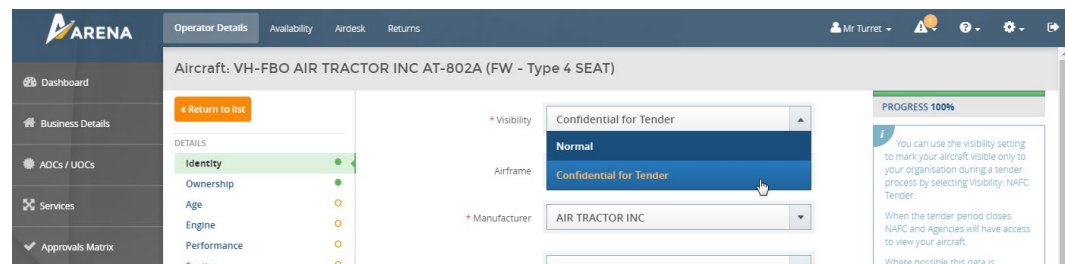
You can use the visibility setting to mark your aircraft visible only to your organisation during a tender process by selecting Visibility: NAFC Tender.

When the tender period closes NAFC and Agencies will have access to view your aircraft.

Where possible this data is

3. To set an existing aircraft as Confidential for Tender

- This will hide the aircraft from Agencies. Do not do this for Call When Needed or Contracted aircraft, use the copy function instead.
- Find the aircraft in your aircraft list and press  [View](#)
- In the Identity section set the Visibility to **Confidential for Tender**
- Press the  button



Aircraft: VH-FBO AIR TRACTOR INC AT-802A (FW - Type 4 SEAT)

[Return to list](#)

DETAILS

- Identity** (selected)
- Ownership
- Age
- Engine
- Performance
- Seating

* Visibility: Confidential for Tender

Airframe: Normal

* Manufacturer: AIR TRACTOR INC

PROGRESS 100%

You can use the visibility setting to mark your aircraft visible only to your organisation during a tender process by selecting Visibility: NAFC Tender.

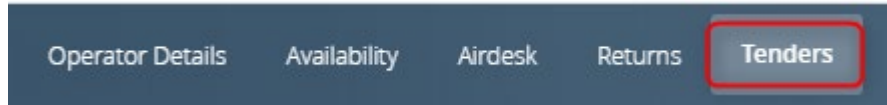
When the tender period closes NAFC and Agencies will have access to view your aircraft.

Where possible this data is

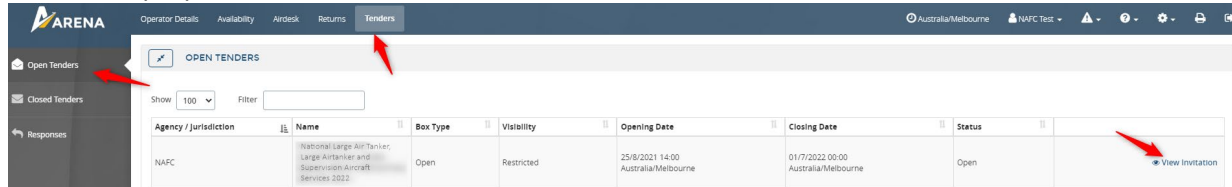


4. Responding to a Tender

- a. Login to ARENA as described above. The Tender module should appear in the top bar.



- b. The user requires **Finance** access level to be able to view the tender.
- c. Click on the “Open Tenders” tab and click “View Tender” on the relevant tender to view the tender proper.



- d. Read all the information and click on the “Add Response” button at the bottom to begin the submission process.

