



REQUEST FOR QUOTATION

CALL WHEN NEEDED

AERIAL FIREFIGHTING SERVICES 2022+

(RFQ CWN AFS 2022+)

National Aerial Firefighting Centre,
A Business Unit of the Australasian Fire & Emergency Service Authorities Council
ABN 52 060 049 327
Level 1 / 340 Albert Street
EAST MELBOURNE
VICTORIA 3002
AUSTRALIA
tenders@nafc.org.au



The National Aerial Firefighting Centre's (NAFC)

**REQUEST FOR QUOTATION FOR
AERIAL FIREFIGHTING SERVICES 2022 ONWARDS
(RFQ CWN AFS 2022+)**

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>

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.



TABLE OF CONTENTS

INTRODUCTION	4
1. AFAC'S NATIONAL AERIAL FIREFIGHTING CENTRE.....	4
2. REQUEST FOR QUOTATION (RFQ)	4
3. REFERENCE DOCUMENTS.....	6
4. DEFINITIONS AND ABBREVIATIONS	6
PART A: TERMS AND CONDITIONS OF TENDER	7
1. INFORMATION FOR TENDERERS	7
2. TENDER STAGES	7
3. TENDER EVALUATION	8
4. CONTRACTING	9
5. CONDITIONS OF TENDER SUBMISSION	11
6. LODGEMENT OF TENDERS	15
7. FURTHER INFORMATION	17
8. POST TENDER FEEDBACK.....	17
PART B: SERVICE REQUIREMENTS.....	18
1. SERVICE REQUIREMENTS / SPECIFICATIONS	18
2. SPECIALIST OPERATIONS AND TASKS	21
3. ADDITIONAL INFORMATION	22
PART C: RESPONSE FORM 1: BUSINESS QUESTIONS.....	23
PART D: RESPONSE FORM 2: AIRCRAFT QUESTIONS	23
APPENDIX 1: TABLE OF SERVICES	24
APPENDIX 2: HOW TO USE ARENA.....	25



INTRODUCTION

This Request for Quotation (RFQ) seeks tender proposals from suitable organisations for the provision of aviation services to support the control of bushfires and management of other emergencies in Australia primarily based in ACT, SA, TAS and VIC. 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 2022. Contracts awarded may be used by other States and Territories.

1. AFAC's National Aerial Firefighting Centre

- a. 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.
- b. AFAC is sometimes referred to as its business unit NAFC. For the purposes of this RFQ, AFAC and NAFC are one and the same
- c. AFAC and the States and Territories of Australia have entered into a separate agreement, the Resource Management Agreement (RMA). Under the RMA, the parties to the Agreement (excluding AFAC) are referred to as the **Members**.
- d. A key objective is that AFAC 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.
- e. AFAC also assists Members with the coordination of research and development activities and with the sharing of information and results from these activities.
- f. In inviting submissions to this RFQ, NAFC is acting on behalf of the Australian States and Territories.
- g. Successful tenderers will enter into a contract with AFAC.

2. Request For Quotation (RFQ)

- 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 Contract provided.
- b. The process is known as the RFQ for Call When Needed Aerial Firefighting Services 2022 (RFQ CWN AFS 2022+).



- c. 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 or land management activities. 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 Standby or Dispatch, the Aircraft will be in a Service Period and entitled to applicable Contract Prices.
- d. 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.
- e. 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.
- f. 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.
- g. Aerial Firefighting Services procured through this tender process, although contracted by AFAC, will be managed and supervised on-the-ground by the relevant State or Territory.
- h. The list of indicative services for which tenders are invited is provided at *Appendix 1: Table of Services* and duplicated in the ARENA Tender Module. This Table of Services may be updated from time to time as States and Territories requirements are further defined.
- i. A Call When Needed Sample Contract is provided as a basis on which to tender the Services specified. Any Contract that is executed with the successful tenderer may vary somewhat from this Sample Contract depending on the specific requirements for each Service and other relevant matters.
- j. Tenderers should also note the Sample Contract supplied with this RFQ is significantly different to other AFAC contracts.
- k. 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.
- l. This RFQ 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
- m. The issue of this RFQ does not bind NAFC or the States and Territories to proceeding with the acquisition of any Aerial Firefighting Services.
- n. 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



3. Reference Documents

- a. This RFQ comprises a number of documents:
 - i. *RFQ for Call When Needed Aerial Firefighting Services 2021* (this document); which includes:
 - 1. *Part C: Response Form 1: Business Questions*
 - 2. *Part D: Response Form 2: Aircraft Questions*
 - ii. *Appendix 1: Table of Services* (also duplicated in the ARENA Tender module),
 - iii. *Appendix 2: How to use ARENA*.
 - iv. *NAFC AFAC Call When Needed Contract* (“The Sample Contract”), consisting of:
 - 1. *Template Participation Deed*
 - 2. *Master Services Agreement*, which incorporates, among other things:
 - 1. All relevant NAFC Standards and Guidance Notes.
 - 2. Glossary (website) – see below
- b. All referenced documents may be found either on the NAFC’s website, ARENA Bookshelf or within the ARENA Tender module.

4. Definitions and Abbreviations

Please refer to the NAFC website for all definitions and abbreviations at <https://nafc.org.au/glossary/>



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 RFQ 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. There are limitations on the number of submissions allowed by one tenderer in any twelve-month period.
- b. Submissions will be evaluated based on the criteria outlined in Part A, Section 3.
- c. While NAFC will endeavour to process submissions without undue delay, AFAC makes no commitment to processing submissions in any particular time frame.

1.3 Differences from Other Processes

- a. Key differences in this process compared to earlier NAFC Invitations to Tender for Aerial Firefighting Services and / or State based processes include:
 - i. 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.
 - ii. There is no requirement for the Contractor to establish and maintain a Performance Bond (Bank Guarantee) for contracts for Call When Needed Services.
 - iii. The use of ARENA Tender module for the provision of tender documents and submission of tender responses.
 - iv. The previous use of the NAFC AFAC CWN Specimen Contract has been replaced with the Sample Contract.

2. TENDER STAGES

2.1 Qualification Stage

- a. This RFQ has a single stage - the Qualification Stage.
- b. Tenders submitted will be evaluated and qualified according to the criteria listed. 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 as not offering 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 may 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.

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.

3. TENDER EVALUATION

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 RFQ, and the requirements of the Sample 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

- i. 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

- a. 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 Sample Contract and the RFQ.
 - 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 RFQ.

4. CONTRACTING

4.1 The Contract

- a. The Services to be provided will be in accordance with a contract based on the Sample Contract. The Contract that is executed between AFAC and any successful tenderer may differ from the Sample 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 RFQ will not be binding unless they are expressly incorporated into the formal written Contract executed by the parties.

4.2 Contract Interaction with ARENA

- a. Any Contract executed will include Aircraft details, Contract Pricing and Availability status as entered and maintained in ARENA.
- b. The executed Contract provides the terms and conditions that apply if a Service is placed on Standby or Dispatched by a Member. The execution of a Contract and inclusion of aircraft information in ARENA on its own does not guarantee that the aircraft will be approved by all or any NAFC Member/s. Individual Members have the option to approve specific aircraft for utilisation in their jurisdiction.

4.3 Contract Period

This RFQ requires tenderers to submit tenders based on a Contract Period of five (5) years commencing in 2022-2023, which may be extended.

4.4 Aircraft Utilisation

AFAC 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 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.

4.5 Air Operators Certificate or Aerial Work Certificate Holder as Contractor

The actual holder of the Air Operators Certificate (AOC) or Aerial Work Certificate (AWC) 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.

4.6 Existing Air Operators Certificate or Aerial Work Certificate Holder

- a. The tenderer must be the holder of an appropriate AOC or AWC at the time of submission.
- b. The submission of an AOC/AWC for the aircraft type and the type of operation being tendered is preferred at the time of tendering. If the tenderer does not yet hold an AOC/AWC for the aircraft type or the type of operation, information outlining how they intend to obtain the relevant approvals must be included in their submission.



4.7 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. The nominated manager of any Contract must 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.

4.9 Contractor Performance Monitoring

The Contract includes performance measures to ensure that levels of service are delivered and that high standards are maintained. Results of performance monitoring could be published in a general form.

4.9 Financial Security

- a. Where a tenderer is a subsidiary company or proposes to contract as a trustee, AFAC 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. AFAC 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 RFQ 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 RFQ, AFAC 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 RFQ or any other information communicated or provided by AFAC, the tenderer must promptly notify AFAC in writing. AFAC will then consider whether corrective action

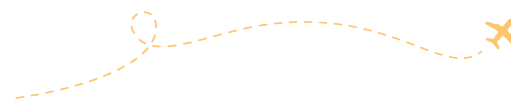


is required. Any corrective action taken will be notified via the NAFC tenders web page and within ARENA without attribution to the tenderer that alerted AFAC.

- d. AFAC reserves the right to change any information, or to issue Addenda to this RFQ at any time.
- e. Tenderers accept that AFAC may, in its absolute discretion, terminate, alter or suspend this procurement process or any aspect of it at any time. AFAC will not be liable for the costs and expenses of tenderers should this procurement process be terminated, altered or suspended.
- f. AFAC 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. AFAC 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 AFAC on submission.
- i. Tenderers accept that AFAC may retain and utilise aircraft performance data from tenders for any modelling or analysis purpose, whether a tender is accepted or not.
- j. AFAC 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 for the purpose of this RFQ
 - ii. have addressed in its entirety the evaluation criteria detailed in this information
 - iii. be fully informed as to the requirements of AFAC 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
- l. 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, mixing and loading service, 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 Sample 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 RFQ or any subsequent Contract arising out of this RFQ, without the prior written approval of AFAC.
- o. Tenderers must not contact anyone other than those AFAC employees involved in this tender process (including NAFC's Members, advisers, officers, employees or subcontractors) to discuss any aspect of the tender process
- p. 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.
- q. Tenders may be disqualified or evaluated solely on the information contained in the tender. AFAC may disregard any incomplete, unintelligible or illegible content in the tender and will be under no obligation to seek clarification from the tenderer.
- r. Tenderers not providing adequate information to enable the tender to be properly evaluated may also be excluded from further consideration and AFAC will be under no obligation to seek further information from the tenderer.
- s. Tenderers accept that at any stage during this procurement process, tenderers may be subject to audit by AFAC or approved bodies acting on behalf of AFAC. Failure to submit to an audit may eliminate tenderers from further participation in this procurement process.
- t. 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 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.
- u. Without limiting AFAC's rights in this RFQ, AFAC 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
- v. AFAC is not bound to shortlist, to select as successful or to accept any tender.
- w. AFAC is not bound to shortlist, to select as successful or to accept the tender proposing the lowest price.
- x. AFAC 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.



- y. AFAC may in its absolute discretion, immediately disqualify a tenderer that it believes has engaged in collusive tendering practices.
- z. The tenderer will not be deemed to be unsuccessful until such time as the tenderer 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 particular tenderer's response has or has not been successful.
- aa. AFAC 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

- a. 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 Services being tendered and all 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 Sample Contract Compliance

- a. For any non-compliance or partial compliance to one or more clauses of the Sample Contract, the tenderer is asked to detail their non-compliance or partial compliance in Part C, Response Form 1: Business Questions: 4. Contract Departures.
- b. Where a tenderer either partially complies or cannot comply with a Sample Contract clause, 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 relevant departure table. 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 RFQ including the *Appendix 1: Table of Services*, the tenderer must include the reference to the Standard, or section of the RFQ, outline what the issue is and propose an alternative to the item in question in the relevant departure



table. The tenderer should also include any proposed resolution or a description of any benefits of non-compliance or partial compliance.

- d. Before completing Part C, Response Form 1: Business Questions: 4. Contract Departures please note the following:
 - i. Tenderers presenting a significant number of contract departures or who seek to significantly offset risk to AFAC will affect the result of their evaluation.
 - ii. Tenderers risk having their tender set aside if AFAC considers proposed changes to the Sample Contract to be unacceptable or unmanageable.
 - iii. Tenderers who propose significant contract departures may also be asked to provide pricing with or without contract changes.
 - iv. 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 Sample 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*.

5.5 Use of ARENA

- a. AFAC maintains a web-based system (ARENA) within which all organisations operating firefighting aircraft in Australia enter and maintain information regarding their company, aircraft, equipment and crew.
- b. For their tender to be evaluated, tenderers must register their organisation and aircraft in ARENA by creating an online account and entering details about their organisation and tendered aircraft.
- c. ARENA can be found at <http://arena.nafc.org.au>

6. LODGEMENT OF TENDERS

6.1 Tender Lodgement



- a. The lodgement of a complete tender mandates:
 - i. ensuring that all the required information is provided in ARENA and that such information is complete and accurate,

AND
 - ii. ensuring all required documentation is submitted in the ARENA Tender module,

AND
 - iii. ensuring all pricing is provided in the ARENA Tender module.
- b. A tender comprises the relevant documents lodged in the ARENA Tender Module plus the relevant information in ARENA.
- c. The ARENA Tender Module can be accessed by pressing the 'Tenders' tab in ARENA.
- d. To submit a tender, the Response Forms must be downloaded, completed and then uploaded back to the ARENA Tender Module. 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 RFQ has no specific closing time and date as Tenderers may submit their responses at any time and these will be processed and evaluated as they have been received.
- b. While AFAC expects to conclude, or update, this RFQ in mid-2023, AFAC 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, once the tender has moved to the evaluation stage. Prior to the being evaluated the Tenderer may amend the submission. Tenderers are reminded of the limit of a maximum of two submissions in any one twelve-month period.
- d. AFAC strongly recommends that tenderers carefully read and follow all instructions.
- e. AFAC can only access tenders after they have been submitted.
- f. AFAC accepts no responsibility for incomplete or incorrectly submitted tenders.



7. FURTHER INFORMATION

- a. Tenderers should post all queries regarding the content of this RFQ and the Sample Contract 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 AFAC regarding the tender process are not permitted.
- d. In most circumstances answers to any questions submitted regarding this RFQ will be provided as Addenda to this RFQ. These Addenda will be available to all organisations who have registered in ARENA and have visibility over this RFQ.
- e. AFAC 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, AFAC 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 AFAC 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 be assigned Service IDs. 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 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 Contract Periods and Service Periods

- a. The Contract Period is the total period that there is a Contract between AFAC and the Contractor. For these Call When Needed Services a Service Period is the period after the Service has been Committed or Dispatched to a task until it is released.
- b. The commencement date and time of each Service Period will be agreed in advance between a Member and the Contractor.
- c. CWN Contracts, if awarded, will be for a 5 year Contract Period.

1.5 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 be available to commence a Service period and to become airborne.



- b. The Availability Time must include any Nominated Response 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 Committed or Dispatched to a task the Agency may consider the Service to be Not Serviceable.

1.6 Availability Levels

- a. For each of the Services, Absolute Availability is required during any Service Period. The Contract requirements effectively mean that the Contractor must have the capacity to conduct aircraft maintenance out-of-hours during a Service Period of multiple day duration.

1.7 Services Environment

- a. Services will have to be provided under adverse conditions in the Operating Environment, 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.

1.8 Response and Turnaround Times

- a. During a Service Period, contracted aircraft will generally be required to be airborne within 15 minutes of an accepted dispatch where it is safe to do so. . 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.

1.9 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.
- b. During any Service Period the aircraft and crew may be based at a 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. Any contracted Service is part of a national arrangement. A Member may therefore request Contractors to temporarily base contracted aircraft at any suitable location in Australia.
- e. Where such relocation is required, the relevant Member is likely to meet the Contractor's reasonable out-of-pocket expenses as outlined in the Contract.

1.10 First Load Facility

- a. The probability of Type 4 Fixed Wing Firebombing Services being Dispatched is increased where the Aircraft is located at a NAB that has the ability to load the Aircraft with a first load of Fire Suppressant Solution, or Fire Retardant Solution, without delay.
- b. 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.

1.11 Carriage of Passengers

- a. All aircraft that are required to carry passengers must be capable of doing so under an AOC and 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. Aircraft held out as being able to carry passengers must have a Standard Certificate of Airworthiness and the AOC holder must have the necessary CASA authorisations authorising air transport operations. Holding an AWC authorising the carriage of 'aerial work passengers' is insufficient.
- e. 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.
- f. 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 Sample 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.

1.12 Firebombing Delivery Systems

- a. Firebombing Delivery Systems on tendered aircraft must have received or be capable of receiving approval (provisional or full) from a Member as set out in *NAFC Standard OPS-001*.

1.13 Tracking and Event reporting Systems

- a. It is preferred that CWN aircraft be equipped to meet the mandatory requirements of the NAFC Standard OPS-014 Aircraft Tracking, Event Reporting and Messaging.

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.

- b. It is preferred that CWN aircraft conducting Firebombing operations be equipped to meet the mandatory firebombing requirements of the NAFC Standard OPS-014 Aircraft Tracking, Event Reporting and Messaging. Where the aircraft cannot meet all firebombing event requirements the aircraft must 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.

- c. In the future AFAC 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.

1.14 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 Members.
- b. It is preferred that the Contractor has implemented and maintains organisational quality management to a standard acceptable to NAFC Members.

2. Specialist Operations and Tasks

2.1 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. If tendering for this option, tenderers must include information 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, and/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.



3. Additional Information

3.1 Insurance

- a. 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.
- b. Refer to Summary of Insurance Requirements document, which can be found on the ARENA Bookshelf.

3.2 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.
- b. There are no applicable automatic annual price rise and fall or fuel price variations on CWN Services. However revised pricing may be submitted for any Service no more than twice in any 12-month period. Revised prices may, or may not, be accepted at AFACs discretion. Revised prices, if accepted, take affect no earlier than 30 days after they have been received.



PART C: RESPONSE FORM 1: Business Questions

Response Form 1: Business Questions accompanies this RFQ document as a separate document.

Please complete, save and upload this form to ARENA. Instructions for how to do this are in the RFQ CWN AFS 2022+ document.

Complete this form once and submit as a single document.

Please save the file using the naming convention “Response Form 1 – {Company Name}”

PART D: RESPONSE FORM 2: Aircraft Questions

Response Form 2: Aircraft Questions accompanies this RFQ document as a separate document.

Please copy this document for each Aircraft model that you are tendering.

Please complete, save and upload this form to ARENA. Instructions for how to do this are in the RFP CWN AFS 2022+ document.

Complete this form once per Aircraft (or near identical aircraft)

and submit all forms completed.

Please save the file using the naming convention “Response Form 2 – {Company Name} – {Aircraft Rego(s)}”

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

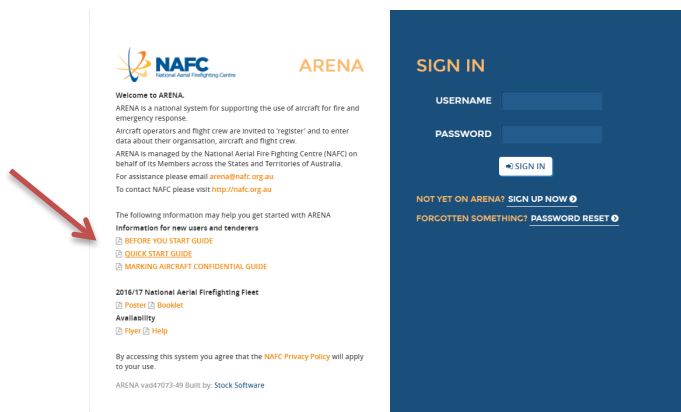
Take note where the question asks for *concise*, *summary*, or *detailed* responses. Where you are asked to provide *concise* or *summary* information then brief answers would normally suffice. Similarly, where you are asked to provide a *detailed* response, you should address the question by providing complete answers.

APPENDIX 1: TABLE OF SERVICES

Service ID	Brief Service Description	Airframe	Aircraft Type	Region of Operation	Firebombing Delivery System	Passenger Carriage	Fuelling
RW22C101	Firebombing, Firefighter and cargo transport	Rotary Wing	Type 2	Australia - primarily based in ACT, SA, TAS and VIC	Tank or long line bucket	Required	Wet-A minus
RW22C102	Firebombing	Rotary Wing	Type 2	Australia - primarily based in ACT, SA, TAS and VIC	Tank or long line bucket	Optional	Wet-A minus
RW22C103WA	Firebombing, AAS platform, Firefighter and cargo transport, Burning (optional)	Rotary Wing	Type 3	Australia - primarily based in ACT, SA, TAS and VIC	Tank or long line bucket	Required	Wet-A minus
RW22C103WB	Firebombing, AAS platform, Firefighter and cargo transport, Burning (optional)	Rotary Wing	Type 3	Australia - primarily based in ACT, SA, TAS and VIC	Tank or long line bucket	Required	Wet-B
RW22C104WA	AAS / Air Observation platform, Firefighter and cargo transport	Rotary Wing	Type 3	Australia - primarily based in ACT, SA, TAS and VIC	N/A	Required	Wet-A minus
RW22C104WB	AAS / Air Observation platform, Firefighter and cargo transport	Rotary Wing	Type 3	Australia - primarily based in ACT, SA, TAS and VIC	N/A	Required	Wet-B
RW22C105WA	Firebombing	Rotary Wing	Type 3	Australia - primarily based in ACT, SA, TAS and VIC	Tank or long line bucket	Optional	Wet-A minus
RW22C105WB	Firebombing	Rotary Wing	Type 3	Australia - primarily based in ACT, SA, TAS and VIC	Tank or long line bucket	Optional	Wet-B
FW22C201	AAS / Air Observation platform, Firefighter and cargo transport	Fixed Wing	Conventional	Australia - primarily based in ACT, SA, TAS and VIC	N/A	Required	Wet-B
FW22C202	Firefighter and cargo transport, Passenger Transport	Fixed Wing	Conventional	Australia - primarily based in ACT, SA, TAS and VIC	N/A	Required	Wet-B

APPENDIX 2: HOW TO USE ARENA

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



- e. All tendered aircraft must be entered into ARENA.
 - 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 flight crew information in ARENA is not required for this tender process, apart from entry of data required in the 'Key Staff' section for Operators.
- g. Existing ARENA users do not need to re-register or re-enter any data in ARENA, however existing users are encouraged to ensure that all data about their company and aircraft is up to date and complete.
- h. Once all your Business and Aircraft information has been entered into ARENA, Click on the Tenders tab. Look for this tender under Open Tenders and begin responding to the request.