




## **Invitation to Tender**



# **Aerial Firefighting Services 2023 and onwards (ITT AFS 2023+)**

**INVITATION TO TENDER  
AERIAL FIREFIGHTING SERVICES  
(ITT AFS 2023+)**

closes at

**13:00 Australian Eastern Daylight Time (1:00pm AEDT)  
on Wednesday 15 February 2023**

Tender responses will be made using NAFC's ARENA software, which can be found at:

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

This will include answers to a series of questions relating to your organisation and the services you are tendering to provide, by completing a Questionnaire contained within the ARENA software. You should read each question *carefully* and ensure all questions are clearly addressed.

Aircraft and pricing information must also be tendered using the appropriate fields in the ARENA software.



# INTRODUCTION

## 1. Overview

- a. This Invitation to Tender (ITT) invites tenders from suitable organisations for the provision of a range of Rotary and Fixed Wing services in locations across Australia, to assist with control of bushfires and management of other emergencies across Australia.
- b. Many of the Services being sought include a range of additional specialist capabilities to be provided in addition to aviation services, including Firebombing, Air Attack Supervision, Specialist Intelligence Gathering, Winching, Air Observation, Aerial Ignition and Passenger Transport.
- c. The list of Services being sought are described in the Table of Services (TOS) which can be found in the tender pack and also NAFC's ARENA software.
- d. Tenders will be received entirely within NAFC's ARENA software, details of which form part of this tender pack.
- e. Successful tenderers will be experienced, highly motivated, highly capable providers who will enter into a contract to provide specialised aircraft services commencing in 2023, for the 2023-2024 fire season and onwards.

## 2. 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 ITT, AFAC and NAFC are one and the same.
- c. 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.
- d. AFAC and the states and territories of Australia have entered into a separate agreement, the *Resource Management Agreement*. Under this agreement, the parties to the Agreement are referred to as the Members.
- e. A key objective is that NAFC facilitates the sharing of aerial resources between Members. Sharing of resources is achieved in several ways, including:
  - i. on behalf of the Members, procuring Aerial Firefighting resources with common contract arrangements designed to support resource sharing,
  - ii. development and introduction of protocols and systems for the sharing of all Aerial Firefighting resources, including support resources,
  - iii. development and implementation of common standards, operating and support systems.
- f. NAFC also assists Members with the coordination of aerial firefighting research and development activities and with the sharing of information and results from these activities.
- g. In conducting this ITT, NAFC is acting on behalf of the Australian states and territories.
- h. Successful tenderers will enter into a contract with AFAC.



### 3. Invitation to Tender

- a. NAFC invites the submission of tenders for the provision of the services as detailed in this *ITT* document and in accordance with the terms and conditions of the *Specimen Contract*.
- b. The process is known as the *Invitation to Tender for Aerial Firefighting Services 2023 Onwards (ITT AFS 2023+)* or (*ITT*).
- c. 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.
- d. The list of Services for which tenders are invited is provided at in the *Table of Services (TOS)*.
- e. The *Specimen Contract* is provided as a basis on which to tender the Services specified. Any Contract that is executed will vary somewhat from the *Specimen Contract*, including the specific requirements for each Service and other relevant matters.
- f. Tenderers must not assume that information provided to previous NAFC procurements is sufficient to provide for this process. Tenderers should carefully read the documentation for this process and respond accordingly.
- g. In particular, previous NAFC procurements used Office365 tools in a series of forms to be completed and uploaded to a tender system. Tenders to this process will be lodged by way of entries into NAFC's ARENA system, including the lodging of aircraft details, the completion of questions and provision of prices within a web-based questionnaire. Further details as to how to use this system form part of this tender pack.
- h. This ITT may run in parallel with other separate NAFC procurement processes, as listed on the TENDERS tab of the NAFC website [www.nafc.org.au](http://www.nafc.org.au)
- i. The issue of this ITT does not bind AFAC or the States and Territories to proceeding with the acquisition of any Aerial Firefighting Services.

### 4. Reference Documents

This ITT comprises several documents:

- a. *Invitation to Tender for Aerial Firefighting Services 2023 Onwards* (this document), including
  - i. Appendix 1: Member Specific Requirements
- b. Files required to be downloaded from ARENA in the documents section of the tender, including:
  - i. *ITT AFS 2023+ TOS.pdf* (Table of Services)
  - ii. *ITT AFS 2023+ Departures Table.docx*
  - iii. *ITT AFS 2023+ Price Variation Table.docx*
- c. The *Specimen Contract*, including Schedules (note that there is also a Specimen Contract applicable to Call When Needed processes, which is not applicable here).
- d. All relevant *NAFC Standards and Guidance Notes* (available at [www.nafc.org.au](http://www.nafc.org.au) information > standards).

### 5. Definitions and Abbreviations

- a. Definitions of terms used in this ITT, including in the *Specimen Contract* and NAFC Standards, are described as a Glossary on the NAFC website at [www.nafc.org.au](http://www.nafc.org.au)



## PART A: THE INVITATION TO TENDER PROCESS

### 1. Tender Outline

- a. 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. 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.
- c. Valid submissions received by the tender 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:
  - i. The Qualification Stage (Stage 1) is where tenderers will be evaluated based on Capacity, Quality and Solution criteria outlined in Part A, Section 3.3. Successful submissions will progress to the next stage.
  - ii. 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 outlined in Part A, Section 3.4.
- d. If this ITT process results in a decision to enter into contracts, the intention is to execute contracts timed to prioritise Northern Territory locations in May-June 2023, Queensland locations in July-August, then subsequently through until August-September 2023, to allow Services to commence in time for the nation's varying 2023-2024 bushfire seasons.

### 2. Tender Stages

#### 2.2 Approach to Market

- a. The announcement of this ITT invites information from tenderers about their capabilities, their aircraft and systems, and pricing. Tenderers are required to respond to structured questions within NAFC's ARENA system. Evaluation of responses will be conducted in two consecutive stages.

#### 2.3 Stage 1: Qualification Stage

- a. Tenders 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 tendered pricing. At Stage 1, the Evaluation Group will only have access to non-pricing information.



## **2.3 Stage 2: Pricing Stage**

- a. Firm pricing tendered will be evaluated principally for the value-for-money of the Services tendered.
- b. It is intended that only organisations who have submitted tenders 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 with tendered pricing information.
- d. Negotiations may occur with higher-placed tenderers.
- e. Further referee checks, audits and other due-diligence checks may occur when assessing tenders at stage two.

## **2.4 Contract award**

- a. Following the evaluation of tenders at Stage 2, decisions will be made on the awarding of contracts, based on the Liable Members' preferred solutions.
- 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.
- d. It is possible that Contracts may be awarded for Services not listed in TOS. This will depend on the suitability, cost effectiveness of the tendered solutions, and the available budget.
- e. Any Contract awarded subsequent to this ITT will be between the Contractor 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.

# **3. Tender Evaluation**

- 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.
- 3.2** The evaluation process includes multiple assessments of all tenders by a multi-disciplinary, multi-jurisdictional group. The process is externally monitored and conducted to the highest standards of independence and probity.

## **3.3 Stage 1 – Qualification Evaluation Criteria**

Stage 1 Evaluation Criteria is as follows:

- a. Capacity
  - i. The competence of the tenderer to provide the required Service/s, based on information in the tender, public information, other information sourced from the tenderer, and on past performances in the industry.
  - ii. The capability of the tenderer to provide the appropriate aircraft, personnel, organisational structure, training and material resources needed to perform the Service.



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

### 3.4 Stage 2 – Value for Money Evaluation Criteria

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

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

### 3.5 Due Diligence

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

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

## 4. Contracting

### 4.1 The Contract

- a. The Services to be provided by a successful tenderer will be in accordance with a contract based on the *Specimen Contract*.



- b. The *Specimen Contract* included in this tender has undergone a review and is somewhat different to the *Specimen Contract* offered in previous tenders. As part of preparing a tender, tenderers should read the current version of the *Specimen Contract* provided in the tender pack as downloaded from ARENA.
- c. The Contract that is executed between AFAC and any successful tender may differ from the *Specimen Contract*, including additional conditions to those in the *Specimen Contract*.
- d. No Contract will exist between the parties until either a Contract is signed by both AFAC and the Contractor or when a tenderer 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.

#### 4.2 Contract Period

- a. The Contract Period is the total period that there is a Contract between AFAC and the Contractor. 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. Any tenders submitted may be based on a Contract Period of:
  - i. Three (3) years with two (2) optional single year extensions (3+1+1), which will provide at least three annual Service Periods commencing in 2023-24.
  - ii. Two (2) years with two (2) optional single year extensions (2+1+1), which will provide at least two annual Service Periods commencing in 2023-24.
- c. NAFC has also requested pricing should the optional extension years be taken up at the beginning of the contract. Tenderers are asked to provide Pricing for this as a percentage discount as part of the ARENA questionnaire. For example:
  - i. Five (5) years with no optional single year extensions (5+0), which will provide at least five annual Service Periods commencing in 2023-24.
  - ii. Four (4) years with no optional single year extensions (4+0), which will provide at least four annual Service Periods commencing in 2023-24.
- d. 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.

#### 4.3 Aircraft utilisation

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

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

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





#### **4.5 Contracting with foreign organisations**

- a. Whilst it is possible for AFAC to contract directly with organisations that are not domiciled or based in Australia, it is expected that Australian based tenderers will be able to demonstrate certain advantages that will be favourable in the evaluation process – such as ready access to infrastructure, support facilities, back-up crew and so on.
- b. In addition, there are some specific Contract requirements that need to be met within Australia – for example Performance Bonds/Bank Guarantees where required, must be raised with approved financial institutions based in Australia. The nominated manager of any Contract must also be based 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.

#### **4.6 Contractor performance monitoring**

- a. AFAC 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.

#### **4.7 Financial security**

- a. Where a tenderer is a subsidiary company 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 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.
- c. In the case of Primary Services, AFAC may require the Contractor to establish and maintain a Performance Bond/Bank Guarantee for the Contract Period.

## **5. Responding to the Invitation**

### **5.1 Tender Response Parameters**

- a. Each tenderer may tender to supply one or more of the individual Services listed in the TOS. Only one response in total is permitted for each individual tenderer. This single response should include all tenders for the available Services and all options or alternative tenders 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 a contract is executed pursuant to the tender.



- c. A tenderer organisation that is a member of a consortium or partnership for the purpose of submitting a tender may also tender in their own right or as part of another consortium or partnership. In such cases, each tender will be treated as independent, separate and complete tenders and will be evaluated entirely separately.

## 5.2 Demonstrations

- a. Where a tenderer wishes to demonstrate a capability to NAFC or its Members, it is expected that such demonstrations would be at the tenderer'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.

## 5.3 Compliance

- a. A full compliance statement is not required for this ITT. Instead, for any tendered non-compliance or partial compliance to one or more clauses of the *Specimen Contract* or the other requirements of this ITT, the tenderer is asked to detail their non-compliance or partial compliance in the appropriate section of the questionnaire in ARENA.
- b. Where a tenderer either partially complies or cannot comply with a *Specimen Contract* clause, a NAFC Standard, or any aspect of the ITT including the TOS, the tenderer must include the clause and Schedule reference, outline the issue and propose a definitive alternative, including a description of any benefits from non-compliance or partial compliance, in the appropriate section of the questionnaire in ARENA. Tenderers should assume that proposed alternatives will be evaluated and accepted or rejected without further discussion or clarification.
- c. Before responding to the appropriate Departures section of the questionnaire in ARENA 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 evaluation
  - ii. Tenderers risk having their response set aside if NAFC considers tendered changes to the *Specimen Contract* to be unacceptable or unmanageable
  - iii. Tenderers should carefully consider the necessity of tendered 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
  - v. Unless otherwise clearly stated, it will be assumed that any contract departures submitted will apply to all Services tendered.

## 5.4 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 by accurately completing the appropriate fields in ARENA. 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 tendered at Stage 1.



- b. A higher aircraft Type than that required by any Service may be tendered, however tenderers will be evaluated according to the aircraft Type required in the TOS. Where the Service specification in the TOS allows for different types to be tendered, aircraft will be evaluated as tendered, provided they are one of the Types requested.

## 5.5 Use of ARENA

- a. NAFC maintains a web-based system (ARENA) within which all organisations operating firefighting aircraft in Australia enter and maintain information regarding their company, aircraft, equipment and crew.
- b. For this ITT, tenderers must register their organisation and aircraft in ARENA. Aircraft entered in ARENA may, if the tenderer so elects, be designated as “hidden”, such that the aircraft details will only be visible to personnel handling this ITT process. Instructions on how to mark aircraft as confidential to tender are located on the *Bookshelf* tab within the ARENA software itself.
- c. Information in ARENA MUST be accurate, complete and current to form a compliant tender submission.
- d. ARENA can be found at <https://arena.nafc.org.au>
- e. Further instruction on how to utilise ARENA for the purpose of responding to this tender can be found in Appendix 3. General instructions and tips about how to use ARENA can be found in the *Bookshelf* tab of the ARENA software itself.

## 5.6 Terms of participation

- a. 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. 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.
- c. If a tenderer 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 tenderer 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.
- d. AFAC reserves the right to change any information, or to issue Addenda to this ITT before the closing date.
- e. 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.
- 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, 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 and systems 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 this ITT process.
- k. AFAC will treat information provided by tenderers as confidential. Notwithstanding this, AFAC may disclose confidential or other information provided by tenderers, to its Members, advisers, officers, employees or subcontractors in order to conduct the procurement process or to prepare and manage any resultant contract; or to defend any claim or proceeding in relation to the procurement process or any resultant contract, or which is in the public domain other than due to a breach of the relevant obligations of confidentiality; and as otherwise required by law.
- l. Tenderers are required to keep confidential any AFAC information, including confidential information, relating to any aspect of the procurement process.
- m. AFAC will also collect, use and dispose of personal information from a tender in accordance with the *Privacy Act 1988* (Cth).
- n. Upon submission of any tender, tenderers are deemed to:
  - i. have carefully examined the information made available in writing by AFAC for the purpose of this ITT;
  - ii. be fully informed as to the requirements of AFAC and the potential obligations of tenderers and subsequent Contractors;
  - iii. have addressed in its entirety the evaluation criteria detailed in this information; and
  - iv. have made their own interpretations and formed their own conclusions as to the challenges and costs of complying with all the obligations specified and of all matters and things necessary for the due and proper performance of any contract arising from this ITT process.
- o. Tenderers accept that the provisions of any formal written contract subsequent to this process that may be executed between AFAC and any provider will differ from the *Specimen Contract*.
- p. 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.
- q. 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.



- r. 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.
- s. Tenderers not providing adequate information to enable a 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.
- t. Tenderers accept that AFAC or approved bodies acting on behalf of AFAC may request evidence regarding the financial status of the tenderer 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 tender not being progressed.
- u. 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 tender not being progressed.
- v. 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 not being progressed.
- w. Without limiting AFAC's rights in this ITT, AFAC may at any time, in its absolute discretion, during the process:
  - i. shortlist one or more tenderers; or
  - ii. commence or continue discussions with some or all of the tenderers without shortlisting any tenderers; or
  - iii. accept one or more of the tenders.
- x. AFAC is not bound to shortlist, to select as successful or to accept any tender.
- y. AFAC is not bound to shortlist, to select as successful or to accept the tender submitting the lowest price.
- z. AFAC may, in its absolute discretion, immediately disqualify a tenderer that it believes has sought or obtained assistance of a commercial nature from any NAFC employee or consultant.
- aa. AFAC may, in its absolute discretion, immediately disqualify a tenderer that it believes has engaged in collusive practices.
- bb. A tender will be deemed to be available for consideration by AFAC 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 is no longer under consideration.



- cc. AFAC is not bound to provide any tenderer with feedback or reasons for setting aside, disqualifying, rejecting or not accepting or proceeding with a tender or any other tender.
- dd. Tenderers must not approach, or request any other person to approach any AFAC personnel or a Member's personnel to:
  - i. solicit support for their tenders;
  - ii. seek any information relating to the tender process; or
  - iii. otherwise seek to influence the outcome of the tender process.
- ee. AFAC recognises that Tenderers need to conduct 'business as usual' activity while the tender process is underway. However, Tenderers must not:
  - i. make any public statements (either verbal, written or via social media) relating to participation in the tender process;
  - ii. invite personnel or elected officials from Member organisations to any events or showcases relating to the services which are the subject of this tender process, unless AFAC has provided prior written approval.
  - iii. AFAC may, in its absolute discretion, immediately disqualify a tenderer which engages in prohibited conduct.

## 6. Lodgement of Tenders

### 6.1 Tenderers should note very carefully that a complete and compliant tender requires lodging all the required information in ARENA. No tender information will be accepted if it is lodged outside the ARENA system

- a. Tenderers should ensure that responses avoid hyperbole and specifically address the question being asked. Response fields contain a pre-set limit on word count which match the level of detail expected to answer the question.
- b. Some questions allow for the uploading of attachments to provide explanatory information to support the answer given in the response field, such as tables or diagrams. Tenderers should not use this attachment field to provide *new* information not contained in the response field. New information contained in the attachment may be set aside from evaluation.
- c. Any files uploaded to ARENA must be in recent versions of Microsoft Word, Microsoft Excel or Adobe PDF. File in formats that differ from this may not be accepted.

### 6.2 Closing date and time

- a. The ITT's closing date and time will be:
 

**13:00 Australian Eastern Daylight Time (1:00pm AEDT) on Wed 15 February 2023**
- b. Tenderers will be able to amend and re-submit tenders that have already been lodged providing that they are re-submitted before the closing time.



- c. Tenderers will NOT be able to submit, amend or resubmit a tender after the closing time.
- d. Tenderers must allow for all possibilities when determining when to submit their tenders. Considerations may include, amongst other things:
  - i. potential problems with a tenderer's access to the internet or Internet Service Provider
  - ii. ensuring clear understanding how to use ARENA to populate and submit a tender.
  - iii. peak traffic volumes on the ARENA system particularly near the closing time of the procurement process, making it slow or difficult to upload documents.
- e. NAFC strongly recommends loading and submitting tender responses well before the closing time and date, and that tenderers carefully read and follow all instructions as to how to correctly submit a tender.
- f. NAFC cannot access any tenders submitted until after the closing time.
- g. AFAC accepts no responsibility for late, incomplete or incorrectly submitted tenders.

### **6.3 Further Information**

- a. Communications are not permitted with NAFC personnel or with anyone assisting AFAC, regarding this ITT process.
- b. Tenderers should email [tenders@nafc.org.au](mailto:tenders@nafc.org.au) with any queries regarding the content of this ITT and associated documents.
- c. Tenderers should email [arena@nafc.org.au](mailto:arena@nafc.org.au) with any queries regarding the use of ARENA.
- d. Further general background information on NAFC and Aerial Firefighting in Australia may be obtained at the NAFC website [www.nafc.org.au](http://www.nafc.org.au).
- e. In the interests of fairness, answers to questions from tenderers may be shared as an Addenda notification in ARENA.
- f. AFAC reserves the right to not respond to any question or request irrespective of when such question or request is received.
- g. 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.

### **6.4 Post Tender Feedback**

- a. Tenderers will be advised of any decision not to progress a particular tender, or to disqualify a tender from further consideration.



- b. Except in the case of significant errors or omissions which result in disqualification of a tender, it is not practical for NAFC to provide feedback or debriefing to individual tenderers.





## PART B: SERVICE REQUIREMENTS

### 7. Service Outline

#### 7.1. Safety as the Priority

- a. Safety is the highest priority in all operations.
- b. Fundamentally the aircraft must be safe to operate in the mission profiles that are encountered in Aerial Firefighting, potentially in the Operating Environment. Contracts will only be considered for aircraft that have:
  - i. known, fully documented maintenance histories
  - ii. been appropriately maintained over their service life
  - iii. an appropriate means of assuring continued airworthiness for the period of any Contract
- c. The safety and wellbeing of all personnel is paramount.

#### 7.2. Summary of service requirements

- a. Tenders are invited for Services as outlined in the TOS.
- b. This ITT is intended to identify and examine only solutions that:
  - i. are fully developed and are currently available
  - ii. are in development and have a clear documented plan to be available and fully operational before the season indicative start, in the location identified on the TOS
  - iii. meet the other requirements of this ITT and the *Specimen Contract*.
- c. Each Service requires the Contractor to ensure that:
  - i. the Aircraft responds to fire incidents or other emergency operations and activities and carry out Firebombing and/or other specialised work to specified standards and protocols
  - ii. the preparedness to respond is maintained throughout the specified Service Periods
  - iii. the Aircraft is standing-by and ready to respond to fire incidents or other emergency operations and activities when in a Service Period.

#### 7.3. Operating Environment

- a. Services will have to be provided under adverse conditions, often turbulent and “hot and high”, in remote locations and in an emergency service environment that demands very high standards.
- b. All Services require aircraft that are well maintained and are crewed, supported and managed by highly professional, skilled and motivated Contractors and Personnel.



#### 7.4. Service Period Durations

- a. Most Services in the TOS are specified as being of one duration, defined by entry in column “Service Period Option 1”.
- b. Where there is such an entry in both columns “Service Period Option 1” and “Service Period Option 2” on the TOS, Members are seeking options regarding the duration of the Service Period. The Evaluation Group will decide which of the two Service Period duration options will apply to the Service, based on tenders received.

#### 7.5. Availability levels

- a. 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. Although on most days of relatively low fire risk, the availability requirement may be relaxed to allow for an 8 to 9-hour duty day.
- b. Contract requirements also mean that the Contractor must have the capacity to conduct aircraft maintenance out-of-hours.
- c. **Absolute Availability** for the duration of the Service Period is required for most of the Services in the TOS. This level of availability may be likened to contracts known as “Exclusive Use” in some other countries.
- d. For some Services, Members are seeking options for **Partial Availability**, with different arrangements being defined in the TOS:
  - i. Service Periods of a defined duration with or without extensions to the duration, providing Partial Availability
    - A. with no guaranteed minimum days of Commitment
    - B. with a guaranteed minimum of non-sequential days of Commitment
  - ii. A possible price model might be that a Standing Charge is payable for each day of the Service Period (84, 100 or 120 days) and then for each day during the Service Period that the service is put on Commitment, a Commitment Charge is payable in addition to the Standing Charge for that day. Operating Charges may additionally apply.
  - iii. Partial Availability may allow a Contractor more flexibility with crewing or to undertake other work on days of relatively low fire risk or when conditions are not suitable to undertake burning operations.
- e. A notice of Commitment may involve notice to stand by for dispatch, or notice to commence operations. As an indication, this will occur on days of high fire risk.
- f. Compliant pricing for Partial Availability Services in the TOS must include tendered Contract Prices for the Standing Charge, which will apply for every day of the Service Period (and any extension), plus a Commitment Charge, which will apply only on those days where a notice of Commitment is issued. Operating Charges and limited other charges may also be tendered.



## **7.6. Multiple annual Service Periods or extended Service Periods**

- a. Tenderers are advised to examine the Services outlined in the TOS carefully and, where practicable, identify synergies in providing more than one Service – ultimately resulting in improved service delivery and lower costs.
- b. This may occur in different ways:
  - i. a tender for multiple Services that all utilise similar aircraft should be able to obtain significant synergies and therefore provide advantages in pricing and service delivery
  - ii. a tenderer may also be able to obtain synergies by dovetailing Services, where the planned Service Periods are complementary, e.g., northern located Service Periods followed by southern located Service Periods. This could be attractive to potential tenderers and ultimately provide benefits in service delivery and pricing.
- c. If there are benefits to NAFC and the Members to have a single Contractor provide multiple Services, NAFC is prepared to arrange the relevant Contracts to ensure that the benefits are realised and to provide the necessary safeguards to the Contractor (e.g., to allow the Contractor time to move aircraft between the different NOBs that apply to each Service or to ensure that dovetailed Service Periods do not overlap).

## **7.7. Notice Periods**

- a. The Notice Period will be included in the Contract as a specific number of days. Tenderers must advise in the appropriate response question whether they accept the desired minimum Notice Period, or state their preferred Notice Period for each Service they are tendering.
- b. Tenderers should state the shortest Notice Period that they are realistically capable of meeting. In any case Notice Periods should not normally be less than 7 days or greater than 56 days.
- c. Shorter Notice Periods are strongly preferred if realistic, especially for those Services at a NOB nearby to the tenderer's home base (i.e., if tenderers can specify relatively short Notice Periods, this will be treated favourably in the evaluation).
- d. NAFC will consider additional parameters for Notice Periods if that will assist in providing shorter Notice Periods, e.g., a proposal could specify a shorter Notice Period on the condition that the commencement date for that Service Period is within a date range in any year.

## **7.8. Ad Hoc Availability of Aircraft Outside the Service Period**

- a. Tendered Contract Prices for Ad Hoc Availability are not being sought from tenderers at Stage 1 nor at Stage 2. NAFC may negotiate Contract Prices for Ad Hoc Availability with preferred tenderers.

## **7.9. Insurance**

- a. Tenderers must note the requirements for public liability and other insurance as set out in the *Specimen Contract*. The *Specimen Contract* indicates the insurance amounts required for each aircraft Type and configuration.



- b. Contractors do not necessarily have to take out specific public liability insurance for each aircraft providing the Services but must ensure that there is appropriate insurance taken out by the Contractor to cover each occurrence for every aircraft utilised to provide the Services.

#### **7.10. Safe Nominated Response Time and Turnaround Times**

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

#### **7.11. Nominated Operational Bases (NOB)**

- a. During the Service Period the aircraft and crew will be based at a location specified in the Contract, the NOB, unless operations or preparedness generates a dispatch redeployment to a Temporary Operating Base (TOB).
- b. The TOS indicates where the NOB for each Service will be located. Where a general area is specified, tenderers should propose a preferred location within that general area for the NOB, e.g., if a tenderer has a facility in the area, it will often be most effective to utilise the existing facility.
- c. The Contractor is responsible for providing all facilities required to support the aircraft and crew at the NOB. If the NOB is a facility largely maintained by a Member, NAFC may clarify in any final negotiation how Member-supplied facilities may impact upon the tenderer's service provision.
- d. All NAFC contracted Services are part of a national arrangement and NAFC may require Contractors to temporarily base contracted aircraft at any suitable location in Australia. Such decisions will be based on regular assessment and reassessment of the prevailing fire or other emergency conditions by the Members, following a protocol for approval maintained by the National Resource Sharing Centre. Contractors must respond safely and flexibly to such requests.
- e. Unless specific provisions for such Member relocation are in the Contract, the relevant Member would meet the Contractor's reasonable out-of-pocket expenses (i.e., the reasonable costs incurred above those that would have applied to being based at the original NOB).



- f. Where the TOS specifies that a Service is required to move between two or more NOBs over the course of the Service Period, reasonable out-of-pocket expenses for relocation will not be reimbursed. The tenderer should consider these costs when formulating their tender.

#### **7.12. Fuel**

- a. Tenders must include specific and comprehensive details of proposed fuelling arrangements which align with the fuel option identified in the TOS.
- b. All costs associated with the provision of fuel must be included in the Contract Price.
- c. Tenderers who are able to supply supplementary fuelling capability (e.g., an additional MFU that could be used independently to supply fuel to other aircraft) should detail such capabilities and pricing in their tender.
- d. Where Services are designated as Wet-A or Wet-A Minus in the TOS and are likely to be co-located at the NOB as a pair, a compliant tender may include one MFU to be shared between the two Services.
- e. Where tenderers elect to tender MFUs with a greater capacity and capability than may otherwise be required, tenderers should provide full details regarding the MFU so that the details can be evaluated and if accepted, specified in the Contract.

## **8. Specialist Capabilities and Tasks**

### **8.1. 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*.
- b. Tenders must include all relevant information that demonstrates how any proposed aircraft and its Firebombing Delivery System meet the Service requirements set out in the TOS.
- c. Tenderers should note that aircraft required to undertake winching operations or providing this capability optionally, as indicated in the TOS, must be fitted with a Firebombing Delivery System of a type compatible with these operations.

### **8.2. First Load Facility**

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



### 8.3. Specialist Intelligence Gathering (SIG)

- a. The TOS includes Services RW23153, RW23169 and RW23176 whose primary purpose is to act as a platform for intelligence gathering and dissemination using specialised equipment.
- b. The primary role of the SIG platform is to collect, process and disseminate detailed fire and emergency intelligence information including video, images and maps.
- c. Any tendered system must be able to integrate into existing Member agency systems at the tenderers cost. The Member agency will work with the Contractor to integrate systems.
- d. Tenderers submitting for multiple SIG Services should identify any benefits and synergies that may be gained by having the one Contractor providing both Services
- e. Schedule C of the *Specimen Contract* provides further details of the requirements for these Services. Tenders for these Services must provide comprehensive details of their proposed solution including the manufacturer and model of sensor equipment, integration software and equipment and communications equipment.
- f. Other Services outlined in the TOS seek as preferred the provision of a gimballed or 360-degree streaming camera system. Tenderers should provide details any such system being tendered.

### 8.4. Winching

- a. Some Services listed on the TOS require or seek as desirable, the provision of winching, either as the primary role or as an additional capability. Winching is for the insertion and extraction of firefighters and other emergency personnel primarily for rapid initial attack on incipient fires in remote or inaccessible areas, as well as for rescue operations.
- b. The performance of the aircraft in the range of situations specifically encountered in winching operations and the Operating Environment will be considered when evaluating the relevant Services. Tenderers should clearly detail all relevant performance characteristics of their tendered aircraft.
- c. Flight and winching personnel provided for these services must meet minimum requirements in terms of training and experience.
- d. Tenderers proposing winching capability must provide with their tender:
  - i. detailed aircraft performance specifications in winching configuration
  - ii. detailed specifications of the proposed winch, including make and model
  - iii. evidence that they have or will have a CASA approved, suitably detailed winching supplement to their Operations Manual
  - iv. detailed relevant procedures from their check and training system for pilots and winch operators
  - v. details of the levels and schedule of maintenance for the winch and associated equipment



- vi. any engineering approval or manufacturer's approved Supplemental Type Certificate or manufacturer's Safety Bulletin to operate without ballistic cutters enabled

#### **8.5. Aerial Burning (Aerial Incendiary / Aerial Driptorch)**

- a. The TOS identifies Services as required or desirable to be configured to undertake aerial burning operations. This may include aerial incendiary operations and / or aerial driptorch operations, to support Members' planned burning and fire suppression operations.
- b. The Aerial Burning requirements being sought are for the provision of a full 'turnkey' service, i.e. the Contractor provides the aerial incendiary and / or aerial driptorch equipment as well as the operator of this equipment.
- c. Tenderers proposing to supply and operate aerial incendiary and / or aerial driptorch equipment must:
  - i. provide comprehensive details of their proposed solution including the manufacturer and model of the equipment as well as operating and training systems; and
  - ii. ensure that the fitting and operation of any aerial incendiary and / or aerial driptorch meets all CASA requirements; and
  - iii. ensure the ongoing maintenance of the aerial incendiary and / or aerial driptorch equipment provided.
- d. Tenderers submitting pricing information for Aerial Burning operations should separately price Aerial Burning (Aerial Ignition) options so that tender evaluations can be made for these Services, with or without this option.

#### **8.6. Carriage of passengers**

- a. Where the Service identifies 'Transport – Passengers' as required or desirable, this refers to carrying passengers under an AOC and under day Visual Flight Rules (VFR).
- b. Tenderers for Services that identify 'Transport – Passengers' as required or desirable must provide a Passenger Carrying Capability (PCC) number as defined in NAFC Standard PR-003 (even if this number is 0).
- c. Where the Service identifies 'Transport – Passengers' as desirable, tenderers may propose solutions without carriage of passengers, i.e. without an AOC. Should the solution that can carry passengers ultimately be accepted, the requirement for the carriage of the specified PCC number of passengers will be included in the resultant Contract.
- d. For the avoidance of doubt:
  - i. where a Service as finalized requires passenger transport services only, the Contractor must hold an AOC for the Aircraft providing that Service;
  - ii. where a Service as finalized requires passenger transport services as well as 'aerial work operations' (i.e. other non-passenger carriage tasks), the Contractor must hold an AOC and an AWC (that authorises the non-passenger carriage work as well as allowing carriage of 'aerial work



passengers', such as fire and emergency crew, when conducting those aerial work operations) for the Aircraft providing that Service; and

- iii. where a Service as finalized does not require Transport services, the Contractor must only hold an AWC for the Aircraft providing that Service.

## 9. Additional Information

### 9.1. Extra or Supplementary Offerings

- a. Tenderers are encouraged to put forward any relevant additional or supplementary capabilities that they can to provide. Such solutions will only be considered alongside or in addition to a conforming tender. Capabilities of particular interest include, but are not limited to:
  - i. imaging systems aimed at assisting Air Attack Supervision operations;
  - ii. assistance in being able to operate in low visibility conditions;
  - iii. ability to operate with limited agency personnel support;
  - iv. synthetic vision or similar such capability;
  - v. MFU or fuelling capability additional to that specified for the Services tendered.

### 9.2. Alternative solutions

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





## PART C: PRICING

### 10. Pricing Requirements

#### 10.1. General Pricing Information

- a. Pricing is invited as part of this tender process, for any Service outlined in the TOS. All pricing must be provided within ARENA. Pricing provided outside of the designated area of ARENA may be overlooked in the evaluation process.
- b. 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.
- c. Tenderers are strongly encouraged to tender discounted prices for the provision of multiple Services or combinations of Services.
- d. Tenderers are encouraged to tender prices that would apply for any extensions to the minimum Service Period at a discounted rate.
- e. Tenderers offering desirable capabilities must ensure that the tender clearly specifies whether an extra price applies.
- f. Tendered pricing will be assumed to remain valid until November 15, 2023.
- g. All prices submitted are required to be in Australian dollars (AUD).
- h. All prices tendered are required to be quoted on a GST exclusive (i.e., “plus GST”) basis.
- i. Tenderers should ensure that they submit their most competitive prices at this stage of the process. **Tenderers should assume that there will be no further opportunity to refine or amend tender prices.**

#### 10.2. Pricing Structure

- a. Pricing for all Services should generally be tendered based on Standing Charges per day for each day of the Service Period, plus Operating Charges per hour of operation.
- b. Where Services are defined as Partial Availability, it is expected that Standing Charges may be lower, with a Commitment Charge applicable for days where the Service is placed on Commitment.
- c. If desired, tenderers may also propose alternative pricing models that are considered to offer advantages to NAFC and its Members. As an illustrative example only, this could be the inclusion of a certain number of daily operating hours in the Standing Charge or similar arrangement.
- d. For all Services, mobilisation and demobilisation charges/costs must be amortised in the Standing and/or Operating Charges.



### 10.3. Annual Price Adjustments

- a. If a tenderer chooses to apply annual rise and fall adjustments to prices, a compliant tender must reflect the standard CPI model as per Schedule 3, Clause 2.1 of the *Specimen Contract* and enter this in the ARENA questionnaire.
- b. The standard CPI model for annual rise and fall should only be applied to that proportion of the charges to which the rise and fall is relevant, therefore it is unlikely that NAFC will accept a CPI variation on 100% of the relevant Contract Price. For example, CPI should not be applied to the fuel component of Operating Charges if the Fuel Price Variation model is also applied.
- c. It is acceptable for tenders to prefer and include an alternative method for annual rise and fall, or provide a different annual price model. Such annual pricing adjustment should be clearly described in the ARENA questionnaire.

### 10.4. Exchange Rate Variations (FXV)

- a. 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.
- b. NAFC has a standard model in the *Specimen Contract* for varying Contract Prices with FXV. This is usually a consideration only for Services using larger aircraft that are normally domiciled in a foreign country.
- a. In this ITT, FXV may only be applied to Type-2 Services. In general, NAFC prefers that the FXV is not applied to Contract Prices. However, if a tenderer does elect to apply the FXV to any Type-2 Services, the proportion of the Contract Price that is subject to the FXV (the Price Variation Percentage) should reflect only those components of the price that are affected by fluctuations in the exchange rate, therefore it is unlikely that NAFC will accept an FXV on 100% of the relevant Contract Price.

### 10.5. Fuel Price Variations (FPV)

- a. NAFC has a standard model in the *Specimen Contract* for varying the Operating Charge for Wet-A or Wet-B Services. Prices are varied monthly (refer to Clause 2.3 of Schedule 3 of the *Specimen Contract*). Tenderers may elect to apply this model.
- b. 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 (formerly Caltex) Reference Price Advice Jet A1 – Code 500 Sydney*.
- c. 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 *Price Variation Table* available for download in ARENA.



- d. Note that the Benchmark Fuel Price and source of the Reference Fuel Price are used only for establishing a ratio movement, which is then applied as a standard FPV calculation. This movement is intended to match any movement in any price that a Contractor may pay for fuel during the Contract Period. The FPV calculation is not intended to capture the movement of a specific fuel price paid by Contractors.
- e. 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 tendered prices rather than using the Benchmark Price.

#### 10.6. Price Packaging and Combinations

- a. To provide a compliant tender, tenderers must provide pricing for any Services listed in the TOS for which they wish to be evaluated, in the appropriate questionnaire in ARENA.
- b. Tenderers may also provide pricing for combinations or packages, or any number of other pricing options in relation to the following. Such pricing should be clearly described in the ARENA questionnaire:
  - i. individual Services,
  - ii. pairs of Services,
  - iii. multiple Services, or
  - iv. combinations or packages.

#### 10.7. Specimen Contract Departures or Amendments

- a. All tendered pricing must be based upon the provision of the tendered Service including the terms of the *Specimen Contract*.
- b. Should the tenderer propose any contract departures:
  - i. The tendered price should assume that the proposed contract departure is *not* accepted.
  - ii. Any pricing changes resulting from NAFC's acceptance of the proposed contract departure should be described in the ARENA questionnaire, so that this pricing change will be evaluated in accordance with NAFC's decision to accept or reject the proposed departure.
- c. NAFC makes the following general comments about any proposed Contract Departures:
  - i. Non-compliance with desirable capabilities as outlined in the TOS is not regarded as a contract departure.
  - ii. If a tenderer has indicated that systems or items applicable to their tender will be implemented or installed only prior to the first Service Period, the tender is not regarded as having contract departures from relevant clauses. If such a tender is evaluated as preferred, NAFC will further discuss with the relevant tenderers the plan for compliance before the Service Period commences.



#### **10.8. Preferred and Optional Contract Clauses**

- a. Where a tenderer has indicated compliance with a Preferred or Optional clause of a NAFC Standard, and NAFC accepts the tender on the basis that the Preferred or Optional requirement is provided, a requirement to comply with these clauses will be incorporated into the Contract.
- b. Where a tenderer has indicated compliance with a Preferred or Optional clause of a NAFC Standard it will be assumed that the Prices tendered by the tenderer are inclusive of compliance with these Preferred or Optional clauses, unless specifically stated otherwise in their response.

#### **10.9. Desirable Service Requirements**

- a. Where a tenderer has indicated in their response that they can comply with any desirable requirements indicated in the TOS, they should ensure that:
  - i. Contract Prices for the desirable component of the Service are quoted separately.
  - ii. Contract Prices are expressed as adjustments to the pricing supplied for the Primary and Required roles.

#### **10.10. Firebombing Delivery Systems**

- a. If a tank delivery system is specified as the primary system in the TOS, tendered prices must be inclusive of the aircraft equipped with a tank, and must include the provision of any optional, backup or ancillary Firebombing Delivery Systems (including where these are buckets and including long-line capability where applicable).

#### **10.11. Specialist Information Gathering (SIG)**

- a. Provision of SIG on a fully turnkey basis with no customer-furnished equipment is required for Services RW23153, RW23169 and RW23176. Standing and Operating Charges for this Service must be inclusive of all costs necessary to provide the complete SIG capability, including the provision of crew or support personnel.

#### **10.12. Winching Services**

- a. Tenderers for the Services designated with a winching capability must provide pricing for a turnkey service, where the cost of any equipment and winch operators are included within the price for Standing Charges and/or Operating Charges.



## APPENDIX 1: MEMBER SPECIFIC REQUIREMENTS

### Australian Capital Territory

- a. For Service RW23153, Tenderers should read and understand other information describing SIG requirements in this ITT document and the *Specimen Contract*. The Member has also identified the following additional information relevant to their evaluation:
  - i. **Camera**- Gimbaled HD EO and IR camera. Geo referenced still photo capable. Georeferenced KLV video imagery streaming in SRT format capable.
  - ii. **Software**- Onboard camera operator console (rear seat position) for controlling the camera and collecting data. Mapping / intelligence gathering software must use CartNav AIMS. All data collected and saved on board as well as streamed/sent live to Govt. supplied downstream systems for access to video, images and data.
  - iii. **Data**- Mission data collected in AIMS-HD must include Shapefiles (lines, polygons, points, text with attribution/metadata), using agreed EMSINA Australian all hazards symbology, Georeferenced JPEG or BMP images must be associated with all point feature collection, record all video and data onboard in its raw form/ high resolution.
  - iv. **Comms**- Highly redundant digital video and GIS data transmission (required) 1, Via the ACT Government Radio Network Silvus 4.9Ghz mesh radio solution, using high gain tracking antenna (required) and 2, Via bonded cellular modem (required, ACT ESA will provide SIM cards for Telstra and Optus) - transmission of IP KLV video in SRT format, GIS and still image data will be to ACT ESA SIG software platforms that are shared by ACT, NSW and TAS. Video streaming must be as live as possible and GIS data / image transmission must use an auto syncing file transfer solution between the aircraft and Govt. system for both sending and receiving GIS/image data.
  - v. **Responsibility**- All on board SIG equipment/software/hardware needed must be supplied and maintained by the respondent 'turn key' and will not be the responsibility of the ACT ESA. All systems must be high available. All ground based software and communications technology including access to live/historical video, data and images is supplied and maintained by the Government. Backup of on board recorded data must be provided daily to Govt. to supplied USD HDD.

### New South Wales

#### Supplementary Information for RW23911

- a. Service RW23911 includes winching capability and tenderers must show their ability to comply with the New South Wales, Rural Fire Service's (RFS) Winch Standard and, in some circumstances, the Rescue Winching Standard supplement to that Winch Standard, which includes information on search and rescue operations undertaken by the RFS. A copy of the Standards can be located on ARENA under the *Bookshelf* tab.



- b. Service RW23911 is included on the TOS as potentially providing a Type-2 aircraft (RW23911-T2) and/or as providing a Type-3 aircraft (RW23911-T3). Tenders for one or both types are sought, although it is possible that only one service may ultimately be contracted, depending on tenders received

#### **Supplementary Information for RW23916**

- a. Tendered pricing and arrangements for Service FW23916 will be compliant when tendering for two, (*i.e. both*) availability models, although it is likely that only one availability model will be ultimately contracted:
  - i. a minimum Service Period duration of 84 days, on Absolute Availability (FW23916-A) and
  - ii. a minimum Service Period duration of 112 days, on Partial Availability and guaranteeing a minimum of 40 days when the Service is placed on Commitment. (FW23916-P).

#### **Supplementary Information for other NSW Services**

- a. For Services FW23919, FW23924 and FW23925 NAFC is willing to consider alternative locations for NOB other than the one listed, where tenderers can demonstrate advantage for the Member.
- b. New South Wales may require some Services to operate under their system of pre-determined dispatch.

#### **Northern Territory**

- a. Northern Territory would like to explore the ability for any successful tenderer to additionally provide water and firefighting chemicals. This arrangement will be explored separately from this tender and does not form part of the evaluation process. It is included here for information only.
- b. Services RW23201 and RW23203 must include Air Attack Supervisor personnel to be provided by the tenderer, as a turnkey solution.
- c. Notification of any activation of Service Periods for Secondary Services FW23226, FW23227 and FW23203 each year will be provided within the agreed Notice Period, however tenderers should understand that this notification will only be after the Member has an understanding of seasonal risk, which may be at the beginning of, or early in the season.

#### **Queensland**

- a. Service RW23176 must include SIG Operator Personnel to be provided by the tenderers, along with the equipment and all components as a turnkey solution. Tenderers should read and understand other information describing SIG requirements in this ITT document and the *Specimen Contract*.
- b. Services FW23181 and FW23182 seek self-filling amphibious capability.



- c. Tenderers for Fixed Wing Services FW23176 and FW23177 that include the provision of Personnel for Mixing and Loading are preferred. Facilities should include the mixing of Fire Retardant Slurry and Fire Suppressant to a high quality. The tender information should also include methods for the safe and efficient loading of these products into the Aircraft. Tenderers may also outline how they can provide mobile mixing and loading services as an option.

## South Australia

- a. Service RW23502 must include SIG Operator Personnel to be provided by the tenderers, along with the equipment and all components as a turnkey solution. Tenderers should read and understand other information describing SIG requirements in this ITT document and the *Specimen Contract*.

## Victoria

- a. No additional Member specific requirements apply for Services in Victoria, beyond information provided in the rest of the tender pack.

## Tasmania

### Supplementary Information for RW2316X

- a. NAFC is seeking a two-tiered availability option for Service RW23169, with two Service Periods intended to be activated back-to-back:
  - i. [RW23169-A] a minimum Service Period duration of 90 days, on Absolute Availability, and
  - ii. [RW23169-P] a minimum Service Period duration of 275 days, on Partial Availability.
- b. Depending on tenders received, the Member may progress only RW23136-A.
- c. It is intended that the two Service Periods run sequentially so that 365-day coverage is maintained in an all-hazard environment. However, negotiation of RW23169 with shortlisted tenderers may consider options in the Contract to allow general maintenance to occur during days of low risk, during the RW23169-P Service Period.
- d. Tenders for RW23169 may include SIG Operator Personnel to be provided by the tenderers, along with the equipment and all components as a turnkey solution. Tenderers should read and understand other information describing SIG requirements in this ITT document and the *Specimen Contract*.

### Supplementary Information for RW23519

- b. NAFC is seeking a 91-day Service Period consisting of a 21-day tasking for training and currency of agency personnel, followed by a minimum 70 days of availability for normal operation.
- c. This winching Service requires aircraft configuration with low skids.



## Western Australia

### Supplementary Information for FW23202-1 and FW23202-2

- a. The Member is interested in exploring intelligence gathering options to be delivered by Fixed Wing Aircraft. Tenderers should describe the capability and equipment proposed.
- b. NAFC understands that any Fixed Wing SIG solution tendered to these Services may not comply with the SIG Schedule in the *Specimen Contract* and if a tender is shortlisted, NAFC will negotiate with shortlisted tenderers as to structuring relevant clauses.
- c. NAFC prefers the provision of these Services as a pair. Tenderers should outline in their response to relevant questions how a pair may be provided and how they may operate by sharing resources.
- d. NAFC prefers that tenders include Personnel as crew operators of systems tendered.

### Supplementary Information for RW23202-7D and RW23202-5D

- e. NAFC is seeking a two-tiered availability option for Service RW23202, with sub-Service Periods RW23201-7D and RW23202-5D intended to be activated back-to-back:
  - iii. [RW23202-7D] a minimum Service Period duration of 141 days, indicatively from 1 November in any year of the Contract Period, during which the Service is required to be available seven days a week, and
  - iv. [RW23202-5D] a minimum Service Period duration of 166 days, indicatively from mid-April in any year of the Contract Period, during which the Service is required to be available for 5 days in each week, being Monday to Friday.
- f. The TOS for RW23201 identifies specific capabilities as:
  - i. required, and the successful tenderer must provide these required capabilities for both Service Periods in each year of the Contract.
  - ii. desirable, in which case tenderers should clearly outline whether the capabilities are applicable in one or both Service Periods.
- g. The TOS identifies RW23201 with Air Observation as a desirable capability. Tenderers may provide options for a turnkey service where a crew member performing air observation is supplied by the tenderer, alongside options where agency personnel are utilised in this role.
- h. The TOS identifies RW23201 with Aerial Ignition as a desirable capability. Tenderers should describe the technical Aerial Ignition machine, system and/or components, and provide options for a turnkey service where a crew member operates the system alongside an option where agency personnel are utilised in this role.

