



## **Invitation to Tender**



# **Large Airtanker Services 2023 and onwards (ITT LAT 2023+)**

**INVITATION TO TENDER  
LARGE AIRTANKER SERVICES  
(ITT LAT 2023+)**

closes at

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

## Overview

- a. This Invitation to Tender (ITT) invites tenders from suitable organisations for the provision of the services of Large Fixed Wing airtankers (LAT) and Supervision Aircraft to assist with control of bushfires and management of other emergencies across Australia.
- b. For this ITT, the term LAT refers to fixed wing aircraft capable of delivering at least 6,813 litres of Fire Suppressant or Fire Retardant to a bushfire in a single load. This includes categories of aircraft that may be known as Type 1 Airtankers, Type 2 Airtankers, Multi-Engine Airtankers, Large Airtankers and Very Large Airtankers as described in *NAFC Standard PR-002: Categorisation of Fixed-Wing Aircraft for Firebombing*. Amphibious airtankers capable of self-filling through scooping or skimming may be proposed provided they are also capable and efficient as land-based airtankers ground filling with retardant slurry.
- 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.

## 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.

## 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* and *ITT Appendix 2: LAT Supplementary Requirements*.
- b. The process is known as the Invitation to Tender for Large Airtanker Services 2023 Onwards (ITT LAT 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.

## Reference Documents

This ITT comprises several documents:

- a. *Invitation to Tender for Large Airtanker Services 2023 Onwards* (this document), including
  - i. Appendix 1: Member Specific Requirements
  - ii. Appendix 2: *LAT Supplementary Requirements*
- b. Files required to be downloaded from ARENA in the documents section of the tender, including:
  - i. *ITT LAT 2023+ TOS.pdf* (Table of Services)
  - ii. *ITT LAT 2023+ Departures Table.docx*
  - iii. *ITT AFS 2023+ Price Variation Table.docx*
  - iv. *ITT LAT 2022+ Scenario.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).

## Definitions and Abbreviations

- a. Definitions of terms used in this ITT, including in the *Specimen Contract* and NAFC Standards, are described as a Glossary (Version 2: Updated 16 December 2022) on the NAFC website at [www.nafc.org.au](http://www.nafc.org.au)



## PART A: THE INVITATION TO TENDER PROCESS

### 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. Successful tenderers 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.
- d. If this ITT process results in a decision to enter into contracts, the intention is to execute contracts in late July 2023, to allow Services to commence as early as 1 October 2023. Notwithstanding that actual commencements of any Service Periods will be notified by the relevant (Liable) Member and could be at any stage throughout late 2023.

### 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. Although NAFC seeks responses from tenderers in the same invitation, market release and closing deadline, final negotiations for each LAT Service may occur separately depending on timelines and nature of proposals received.
- f. 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.

# **Tender Evaluation**

## **3.1 Tender Evaluation Background**

- a. The evaluation and selection process aims to identify high quality Services which best meet appropriate levels of quality and commercial risk, are suited to the Members' purpose, and which offer the best value-for-money within the available budget.
- b. The evaluation process includes multiple assessments of all tenders by a multi-disciplinary, multi-jurisdictional evaluation group, governed by Terms of Reference approved by the NAFC Strategic Committee. The process is externally monitored and conducted to the highest standards of independence and probity.

## **3.2 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
  - i. The ability of the tenderer to have controls in place to successfully manage safety, quality, risk, finance, employees and subcontractors.
  - ii. An organisational culture that is fit for servicing emergency management and land management operations.
  - iii. A commitment to provide a consistent, high-quality service.
- c. Solution
  - i. How well the tendered solution responds to the Service description listed in the 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.

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

Stage 2 evaluation criteria will involve an assessment of value for money (including price, non-price and risk consideration), including:

- a. Findings from Stage 1 evaluation.
- b. Capacity and ability of the tenderer to supply the number of Services under consideration.
- c. Total price and pricing arrangements, including synergies or discounts for multiple Services.
- d. Cost effectiveness and suitability of the tendered Service.
- e. Value that the tendered solution provides in meeting the needs of the Member for the relevant Service and the overall fleet.

### 3.4 Due Diligence

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

- a. Compliance with the terms and conditions of the *Specimen Contract*, the *Appendix 2: LAT Supplementary Requirements* and the ITT.
- b. A tenderer's organisational, legal and ethical ability to provide the Service.





- c. The commercial viability and financial risk rating of the tenderer's organisation currently and for the duration of the Contract Period.
- d. The quality, presentation and structure of the tenderer's response to this ITT.

## 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*. Some of these are indicated in the *Appendix 2: LAT Supplementary Requirements*.
- 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.
- e. For large airtankers Schedule A and H of the Specimen Contract apply. Schedules B, C, D, E and F do not apply to Large Airtankers.
- f. For supervision aircraft Schedule B of the Specimen Contract applies. Schedules A, D, E, F and H do not apply to supervision aircraft.
- g. If an organisation proposes to supply supplementary intelligence gathering capabilities on the supervision aircraft then parts of Schedule C may apply.
- h. The contents of Schedule H will be based on the *Appendix 2: LAT Supplementary Requirements*.

### 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. With the exception of FW23651, tenders submitted must be based on a Contract Period of three years with two optional single year extensions (3+1+1), which will provide at least three annual Service Periods commencing in 2023-24.
- c. Tenders for FW23651 should include options for a Contract Period of:
  - i. three years with two optional single year extensions (3+1+1)



- ii. two years with an optional two-year extension (2+2)

For FW23651, Members will evaluate the options provided and select which Contract Period will apply to any final Contract.

- d. 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.
- e. 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, any overseas-based operators will be required to demonstrate how they will deliver ready access to infrastructure, support facilities, back-up crew and so on.
- b. In addition, there are some specific Contract requirements that need to be met within Australia – for example Performance Bonds/Bank Guarantees where required, must be raised with approved financial institutions based in Australia. The nominated manager of any Contract must also be based in 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.

## 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.

## 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 1 March 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**

### **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, the *Appendix 2: LAT Supplementary Requirements* and the *Specimen Contract*.
- c. The Services extend beyond the type of arrangements that are often referred to in the industry as dry-lease, wet-lease or ACMI. These business models are not acceptable.
- d. 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 all of the Services in the TOS. This level of availability may be likened to contracts known as “Exclusive Use” in some other countries.

#### 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. 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

#### 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 safely 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 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 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.
- c. 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 AFAC's National Resource Sharing Centre



([www.afac.com.au/initiative/nrsc](http://www.afac.com.au/initiative/nrsc)). Contractors must respond safely and flexibly to such requests.

- d. 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).

#### **7.12. Fuel**

- a. Tenders must include specific and comprehensive details of proposed fuelling arrangements under the Wet-B arrangements identified in the TOS.
- b. All costs associated with the provision of fuel must be included in the Contract Price.

## **Aircraft Requirements**

### **8.1. Firebombing Delivery Systems**

- a. The principal role for the airtanker sought through this ITT is the rapid, consistent and flexible delivery to bushfires of Fire Retardant or Fire Suppressant that is loaded onto the aircraft at land-based filling stations.
- b. Aircraft will only be expected to accommodate products that are listed as approved for the relevant aircraft type on the United States Department of Agriculture's Wildland Fire Chemicals System *Qualified Product List*.
- c. NAFC is prepared to consider Firebombing Delivery Systems that do not necessarily meet all current requirements, but potentially offer other advantages. Tenderers must include detailed information regarding any such Firebombing Delivery System, specifically highlighting the advantages of non-compliance.
- d. 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.
- e. Tenders which describe benefits in the following areas will be evaluated more favourably:
  - i. The Aircraft can safely, repeatedly and consistently deliver Fire Suppressant and Fire Retardant in an acceptable, uniform, evenly distributed pattern on the ground.
  - ii. The system can deliver Fire Retardant and Fire Suppressant in such a way that they penetrate the vegetation canopy and provide sufficient coverage on the ground to retard or suppress bushfires in the conditions typically encountered in Australia. This will generally require delivery of Fire Suppressants or Fire Retardants in relatively concentrated ground patterns.
  - iii. The Firebombing Delivery System includes "constant-flow" devices or design features that provide some form of compensation for variations in tank head pressure, airspeed and other parameters. Other approaches, including multi-



door systems will be considered provided that they provide uniform coverage, consistency, repeatability and reliability.

- iv. The time taken to fill the aircraft's Firebombing tank can have an important effect on productivity. Tenderers are advised to outline their filling speeds, limitations or advantages in their response to the Firebombing Delivery Systems question in the questionnaire.

## **8.2. IAB approval**

- a. Tendered LATs should have achieved at least Interim approval from the United States Interagency Airtanker Board (IAB) or are capable of receiving at least Interim Approval from the IAB before August 2023.
- b. It is preferred that contracted LATs have full approval from the IAB.
- c. Tenderers of aircraft that do not currently hold full approval from the IAB should describe in detail the status of any approval and detail their plan to have the approval in time for the Service Period.

## **8.3. Supervision aircraft role**

- a. The supervision aircraft will normally operate as an Air Attack Supervision Platform - that is, it will carry appropriately qualified staff from Member agencies, who will supervise and coordinate Firebombing operations from a standoff position. The supervision aircraft may be required to fly "dummy runs" to illustrate targets to the crew of the airtanker. The supervision aircraft may be required to fly low to closely examine the area of operations.
- b. Lead Plane operations are not normally conducted in Australia, however it is acknowledged that some airtankers proposed may require a Lead Plane. For airtankers that require a Lead Plane, the associated supervision aircraft will operate as a Lead Plane.

## **8.4. The supervision aircraft**

- a. Supervision aircraft must have the appropriate flight characteristics to safely and efficiently undertake the roles outlined above. Where a Lead Plane is required, the supervision aircraft must be able to fly flight profiles appropriate to the airtanker.
- b. When operating, the supervision aircraft should arrive at an incident before the airtanker if possible and have sufficient range and endurance to arrive at an incident and loiter for extended periods without refuelling. Tenderers are advised to outline their rapid deployment and airspeed capability in the appropriate question in ARENA.
- c. Supervision aircraft will be treated as Associated supervision aircraft – i.e., they will be associated with a particular LAT and will normally be based at the same NOB or the same Service Period as that LAT.
- d. NAFC may obtain supervision aircraft Services separately from large airtanker Services.

## **8.5. Carriage of passengers – Large Airtanker**

- a. NAFC understands that, at the time of writing, current CASA regulations prohibit passenger carriage in certain Large Airtankers. Proposals should indicate whether the



Large Airtanker is authorised to carry passengers and may include a plan under the relevant question in ARENA to provide this capability should the regulations change during the Contract Period.

#### **8.6. Carriage of passengers – Supervision Aircraft**

- a. Supervision aircraft may be required to carry agency personnel as Air Attack Supervisors and must meet CASA passenger carrying requirements.
- b. 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).
- c. 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).
- d. 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.
- e. 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.

## **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.
  - vi. night firebombing capabilities.



- vii. Fire Suppressant and/or Fire Retardant storage, handling, mixing and loading facilities, including equipment operators and loaders, at the NOB or that could be used at a TOB. For the purposes of this ITT, full service does not include the supply, mixing or loading of any Fire Suppressants or similar material that may be aerially delivered. However, Tenderers may describe additional capabilities that they can offer for supply, delivery and mixing or loading of Fire Suppressants





## PART C: PRICING

### 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. 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.
- c. 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 (RF) will be the *Ampol (formerly Caltex) Reference Price Advice Jet A1 – Code 500 Sydney*.
- c. The Benchmark Fuel Price (BF) will be the Ampol Reference Price at the time NAFC invites pricing information. Accordingly, the BF and the source of the RF is shown on the *Price Variation Table* available for download in ARENA.
- d. Note that the BF and source of the RF 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 BF.

#### **10.6. 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 describes a plan to implement a requirement prior to the first Service Period, the absence will not be regarded as a contract departure. If shortlisted, NAFC will further discuss the plan for compliance before the Service Period commences.

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

- a. Where a tenderer has indicated compliance with a Preferred or Optional clause of a NAFC Standard:
  - i. 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.
  - ii. it will be assumed that Contract Prices tendered are inclusive of compliance with these Preferred or Optional clauses, unless separately quoted.

#### **10.8. 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 Contract Prices for the desirable component of the Service are quoted separately and expressed as adjustments to the pricing supplied for the Primary and Required components.



## APPENDIX 1: MEMBER SPECIFIC REQUIREMENTS

### 1. New South Wales

- a. Services FW23621, FW23623 and FW23651 based in New South Wales should be prepared to commence Service Periods on 1 October in each year of the Contract Period. However, please note carefully that Services may instead be notified to commence at a different date. Any Services contracted are not guaranteed by the Member to commence Service Periods on 1 October.
- b. Services FW23623 and FW23651 include the potential for a primary NOB at Dubbo and an additional NOB at RAAF Richmond.

For the purposes of responding to this ITT, tenderers may assume that the Service will commence at the primary NOB of Dubbo and may be required to move to NOB RAAF Richmond at some point during the Service Period, until the Service Period is complete. Alternatively, the Service may be required to commence at NOB RAAF Richmond and at some point during the Service Period, may be required to move to NOB Dubbo. Tenderers should:

- i. include a preferred Notice Period for the Member to notify the date of this NOB move,
  - ii. describe proposed arrangements for moving the Aircraft from Dubbo to RAAF Richmond, or RAAF Richmond to Dubbo, including any time estimated to be again fully operational,
  - iii. include in the tendered Contract Prices for Standing Charges and/or Operating Charges any cost for one change of NOB from Dubbo to RAAF Richmond, or vice versa. It may be assumed that any subsequent redeployment back to the previous NOB will be designated as a move to a Temporary Operating Base (TOB), with treatment of any costs to be as per the relevant TOB clauses in the *Specimen Contract*.
- c. NAFC acknowledges that the price of fuel purchased under Wet-B arrangements at RAAF Richmond may differ significantly from that purchased at Dubbo:
    - i. Tenderers may propose options that manage the impact of this significant price difference on agreed Operating Charges, beyond the mechanism provided by the NAFC Fuel Price Variation within the Specimen Contract.
    - ii. Such options should highlight advantages to the Member regarding the stability and value of the tendered Operating Charge.
    - iii. Tenderers may still opt to include the Fuel Price Variation mechanism in any resulting Contract, which manages the impact of *general* price fluctuations (refer to Clause 10.5 above in this ITT).
  - d. NSW may benefit from the provision of NVIS capability either at the commencement of the first Service Period or at some stage during the Contract Period.



- i. Aircraft undertaking NVIS operations can be deployed to undertake a range of aerial firefighting operations. If describing NVIS capability or plans to develop this, tenderers should describe how the aircraft tendered for NVIS roles will also be configured to meet all Service requirements for that particular Service.
- ii. NVIS operations would sometimes be undertaken with a mixture of NVIS equipment supplied by the Contractor and equipment supplied by the Member (e.g. Night Vision Goggles). Tenderers should clearly detail the equipment they propose to supply and whether the tenderer's equipment is to be included in the aircraft pricing or available at an additional charge.

## **2. South Australia**

- a. Services FW23595 and FW23596 based in South Australia should be prepared to commence Service Periods on 1 December in each year of the Contract Period. However, please note carefully that Services may instead be notified to commence at a different date. Any Services contracted are not guaranteed by the Member to commence Service Periods on 1 December.
- b. Should South Australia proceed with the acceptance of a LAT and Supervision Aircraft Services in their jurisdiction, this will be a new addition to their fleet. IT represents a long-term investment in LAT Services. Tenderers may propose options that may enhance the development of agency knowledge and promote an effective and efficient use of LAT operations and integration within the South Australian fleet for the duration of the Contract Period. This may include proposals for the efficient use of the five training hours or other such training or briefing opportunities.

## **3. Victoria**

- a. Services FW23631 and FW23635 based in Victoria should be prepared to commence Service Periods on 1 November in each year of the Contract Period. However, please note carefully that Services may instead be notified to commence at a different date. Any Services contracted are not guaranteed by the Member to commence Service Periods on 1 November.
- b. Services identified on the TOS as being based in Victoria are described as FW236XX-P or -S, to reflect that the Member is seeking options for a Primary or Secondary contract arrangement for the LAT Service and the AAS Service. Tenderers should read the Glossary to understand the meaning of Primary and Secondary contract arrangements before tendering Contract Prices for each option.



## APPENDIX 2: LARGE AIRTANKER SERVICES SUPPLEMENTARY REQUIREMENTS

### 1. Purpose

- a. This Appendix sets out additional information regarding the expected content of any NAFC Contract that may be executed pursuant to this tender. Any Contract that may be executed pursuant to this tender will be based on the *Specimen Contract* and this Appendix.
- b. Depending on the Services accepted, the appropriate Schedules of the Contract will incorporate terms and conditions that reflect the following requirements, including whether desirable provisions are included.
- c. It will be assumed that Tenderers comply with the clauses listed in this Appendix, unless otherwise declared as departures. Tenderers should include departures sought from the clauses in this Appendix, in the *ITT AFS 2023+ Departures Table* form.
- d. Tenderers must outline any tendered provision of items designated as desirable in the *ARENA questionnaire*.

### 2. The Large Airtanker Aircraft

- a. The LAT must have a Standard Certificate of Airworthiness or a Special Certificate (Restricted Category) of Airworthiness, or an equivalent in the country of registration of the aircraft, that is acceptable to NAFC.
- b. The LAT must be:
  - i. multi-engined,
  - ii. have sufficient performance to safely continue a take-off at the Maximum Normal Operating Weight (MNOW) under ISA plus 25°C in the event of failure of the critical engine at a critical point in the take-off, *given that the load, or part of the load may be dropped during the procedure*.
  - iii. powered by gas turbine engines (including turboprop, turbofan and turbojet engines).
  - iv. capable of flight under the Instrument Flight Rules (IFR), including at night, in Australia; and will be capable of conducting GNSS instrument approaches and Category 1 ILS approaches.
- c. It is desirable that the LAT also be:
  - i. of sufficient performance to safely continue a take-off at the MNOW under ISA plus 25°C in the event of failure of the critical engine at a critical point in the take-off, *without dropping the load during the procedure*.
  - ii. approved as a Type 1 or Type 2 LAT by the United States Interagency Airtanker Board.
  - iii. capable of landing with the delivery system containing a load, or partial load, of Fire Retardant / Fire Suppressant.
- d. In addition to the event reporting requirements of *NAFC Standard OPS-014: Tracking, Event Reporting and Messaging*, it is desirable that:
  - i. the height of the drop above ground level can be reported. (Note: It is acknowledged that some devices may record height above tree canopy level. This is a satisfactory approach).



- ii. the aircraft is equipped with a device to measure and record the maximum and minimum G-loading that occurs during any approach to the drop, the drop itself and the departure from the drop.
- e. In addition to the avionics requirements of *NAFC Standard OPS-020 Avionics and Communications*, the LAT must be equipped with a Traffic Collision Avoidance System. It is also desirable that the LAT is equipped with:
  - i. a Ground Proximity Warning System.
  - ii. a crash-resistant flight data recorder system.
  - iii. a crash resistant cockpit voice recorder system.
  - iv. a cockpit environment recording system.

### 3. The Large Airtanker flight crew

- a. The Flight Crew of the LAT must wear protective helmets during low-level operations, as otherwise required by *NAFC Standard OPS-18 Personal Protective Equipment*, where the wearing of protective helmets is compatible with the aircraft type.
- b. It is desirable that the Flight Crew are qualified for initial attack by the United States Department of Agriculture, Forest Service, current during the Service Period.

### 4. Airtanker Continuing Airworthiness Program

- a. The Contractor must develop and maintain a comprehensive Continuing Airworthiness Program (CAP) for the LAT to ensure that the airworthiness of the aircraft is maintained throughout the Contract Period. The CAP must:
  - i. clearly define the Contractor's airworthiness organisation, including responsibilities and authorities for implementing the CAP.
  - ii. include a specific component designed to predict and prevent airframe failure, which will consider, but is not limited to considering:
    - A. fatigue and damage tolerance assessment and evaluation; and
    - B. prediction and mitigation of widespread fatigue damage (WFD).
  - iii. include an Operational Load Monitoring (OLM) program.
  - iv. satisfy all requirements of:
    - A. the Australian Civil Aviation Safety Authority (CASA); and
    - B. the relevant aviation administration of the country of registration of the aircraft.
- b. Prior to commencement of any Service Period the Contractor must supply NAFC with a full description of the CAP.

### 5. Firebombing Delivery System

- a. Firebombing Delivery Systems must:
  - i. be capable of receiving approval (provisional or full) from a NAFC Member (Refer to *NAFC Standard OPS-001 Approval of Firebombing Delivery Systems*).
  - ii. be capable of delivering Fire Suppressants and Fire Retardants.





- iii. be capable of making successive drops from the same load (i.e., “splitting” loads) into at least four successive drops.
  - iv. allow for the operator to control the flow rate of a drop to vary the level of coverage on the ground. Ground coverage levels greater than Coverage Level 6 (about 2.5 litres per square metre) are required.
  - v. be capable of being ground-filled with Fire Suppressant and Fire Retardant through a hose, or multiple hoses, equipped with 3 inch ‘Camlock’ fittings at a flow rate of at least 1900 litres per minute per filling port.
- b. It is desirable that the LAT is equipped with an on board suppressant concentrate reservoir and injection systems capable of injecting and satisfactorily mixing a measured amount of Fire Suppressant Concentrate (foam and/or gel) into the Firebombing Delivery System tank.

## 6. The Supervision Aircraft

- a. The supervision aircraft must:
- i. meet the requirements for Air Attack Supervision Aircraft of Schedule B of the Specimen Contract.
  - ii. have a Standard Certificate of Airworthiness or an equivalent in the country of registration of the aircraft that is acceptable to NAFC.
  - iii. meet all requirements for non-scheduled carriage of passengers for hire and reward in Australia .
  - iv. be capable of flight under the Instrument Flight Rules, including at night, in Australia; and must be capable of conducting GNSS instrument approaches and Category 1 ILS approaches.
  - v. be equipped with a system that allows the aircraft to leave a short trail of visible smoke in the atmosphere, on command of the pilot, in order to assist with the provision of clear instructions to the LAT.
  - vi. where a suitable system is available for the aircraft type, be fitted with an amplified warning siren, suitable for warning persons on the ground of an impending LAT drop.
- b. It is desirable that the Supervision Aircraft is equipped with a cockpit environment recording system, in addition to the avionics requirements of *NAFC Standard OPS-020 Avionics and Communications*.
- c. If the supervision aircraft is required by the operation of the associated LAT to operate as a Lead Plane:
- i. It must be multi-engined
  - ii. it must have the performance, in the event of the failure of the most critical engine, to maintain level flight an altitude of 10,000 feet AMSL under ISA plus 25°C when operating at Maximum Take-off Weight.
  - iii. it is desirable to have sufficient performance to safely continue a take-off at MTOW under ISA plus 25°C in the event of failure of the critical engine at a critical point in the take-off. (*Calculated at the respective NOB, nil wind, under the IFR.*) If the supervision aircraft is not capable of meeting this requirement, proposals should advise the All-Up Weight at which the requirement can be met.





- d. If required only as a Supervision Aircraft without operation as a Lead Plane, the aircraft may be single-engined. If single-engined, it must be:
  - i. powered by a gas turbine engine; and
  - ii. meet the requirements prescribed by the Civil Aviation Safety Authority for IFR operations by an Approved Single-Engine Aeroplane (ASEA).
- e. In addition to the avionics requirements of *NAFC Standard OPS-014: Tracking, Event Reporting and Messaging* the aircraft must be equipped with a Traffic Collision Avoidance System.
- f. It is desirable that the aircraft is equipped with a Ground Proximity Warning System.
- g. Where the wearing of protective helmets is compatible with the aircraft type, all crew members and any Member personnel must wear protective helmets during take-off, landing and all low-level operations.

## 7. Aircraft Maintenance

- a. The Contractor must demonstrate that an appropriate program of maintenance is in place for all aircraft, assuring the continued safe and reliable operation of the aircraft throughout all Service Periods, and that will meet all requirements of:
  - i. the Australian Civil Aviation Safety Authority; and
  - ii. the relevant aviation administration of the country of registration
- b. Within the twelve months prior to commencement of the first Service Period, all LATs and supervision aircraft must be weighed in the configuration in which they will be used to provide the Services required under this Contract. The aircraft shall also be weighed following any major repair, major alteration or change to the configuration which significantly affects the centre of gravity of the aircraft. Such weighing must be performed on scales that have been certified as accurate within the preceding 2 years by an accredited weights and measures laboratory.
- c. Prior to any Service Period the Contractor must:
  - i. demonstrate that all aircraft have a fully documented maintenance history for the complete life of the airframe and engines, and that the aircraft have been appropriately maintained over their service life to date; and
  - ii. supply the Member with the Equipment List and Minimum Equipment List; and
  - iii. supply the Member with evidence of compliance with the aircraft weighing requirements above and must supply the weights of the LAT and the associated supervision aircraft determined by the most recent weighing.

## 8. Training

- a. The Contractor must provide:
  - i. courses of training, specific to the Service, for the following Member personnel:
    - A. Air Attack Supervisors who will be involved in directing and supervising operations of the LAT from the supervision aircraft or from other aircraft; and
    - B. Ground support personnel such as Aircraft Officers, Airbase Managers and Fire Retardant / Fire Suppressant loaders.



- ii. short briefings for Member personnel regarding the capabilities and operation of the aircraft.

