



Request for Tender (RFT) 2018.4

Aerial Sowing Services

20th November 2017

This RFT document consists of the following parts:

Part A General Information

Part B Scope of Work

Part C RFT Process and Conditions

Candidates are advised to rely only on the information provided in this document (and any amendments to it) and provided pursuant to the formal clarification process set out in **Section 5.2** below. All other information whether in writing or verbal provided by VicForests or its consultants are not in any way to be relied upon in the preparation of submissions.

The Closing Time for lodgement of RFT submissions is 12:00 noon Friday, 15 December 2017.

All communications relating to the RFT document and RFT process must be directed to the RFT Manager via email: VF.Tender@vicforests.com.au

Part A - General

1 Documentation

1.1 RFT Attachments

The following attachments form part of this RFT document:

Attachment A-1 - Aerial Sowing Agreement

Attachment B-1 - IAOPs

Attachment B-2 – VIPP Policy

Attachment B-3 - Installation-of-Auxiliary-Radios-Victoria-Type-2-3-Standard

Attachment B-4 - Grievance Process

Attachment C-1 - Response Forms 1, 2, 3 and 4 Aerial Sowing

2 General Information

2.1 Background

VicForests was established by the Victorian Government in August 2004 as an independent, commercial entity responsible for the sustainable harvest and sale of timber from state forests in eastern Victoria, which includes the regeneration of harvested coupes.

A competitive tender is generally considered to be the most appropriate, fair and transparent mechanism to establish ongoing commercial arrangements with external service providers.

VicForests is running this RFT process to identify suitable contractors able to provide aerial sowing services in the Gippsland and North East regions in Victoria.

2.2 Timetable

Activity	Date(s)
Release of RFT	20 November 2017
Briefing Session	4 December 2017
Closing Time for Submissions	15 December 2017
Successful Candidates Notified	8 January 2018
Agreement Execution	January 2018
Commencement of Operations	March 2018

Part B - Scope of Work

3 Scope of Work

The work offered in this RFT process is to provide aerial sowing services in East Gippsland, West Gippsland and the North East Regions.

The Contractor must provide targeted and accurate application of eucalypt Seed to harvested and site prepared coupes. The objective of the Services is to achieve the re-establishment of eucalypt regeneration following timber harvesting through targeted and accurate application of eucalypt Seed to the target area in an environmentally responsible manner.

3.1 Agreement Specifications

A contract Agreement under which Services are to be provided is included in **Attachment A-1 - Aerial Sowing Agreement**.

Also note the specific requirements with regards to Civil Aviation Safety Authority (CASA) and Aviation Services Unit (ASU) Interagency Aviation Operating Policy (IAOP) are included in **Attachment B-1 - IAOPs**.

3.2 Agreement Commencement Date and Tenure

The tenure of the Agreements are envisaged to have an initial contract term of three years with the potential for up to two years of extension.

The agreement contract term is expected to commence in January 2018 with operations commencing in March 2018.

3.3 Services to be Provided

The Services to be performed by the successful candidate are set out in **Attachment A-1 - Aerial Sowing Agreement, Schedule 2 and Schedule 4** of the Agreement and are subject to the terms of the Agreement.

3.4 Safety Requirements

The successful candidate must demonstrate prior to commencing work that:

- it has a fully functioning safety management system including appropriate site inspection and risk assessment processes that ensure compliance with relevant occupational health and safety legislation, CASA regulations, ASU IAOPs, and published guidelines.
- The aircraft and seeding equipment to be used is safe and fit for purpose.

3.5 Quantity, Supply Zone and Operating Period

The area to be sown varies annually based on the area harvested during that period. Table 1 lists the 7 year average of area sown (ha) by region. These areas are indicative only, actual area to be sown annually will vary.

Table 1

Annual average sown area (ha) 7yr period	
EG	710
NE	840
WG	740
Grand Total	2140

The Supply Zone for this Agreement includes three VicForests regions; North East (NE), East Gippsland (EG) and West Gippsland (WG) Region. (Refer to map on VicForests website)

The annual operating period will typical be from March to the end of winter sowing usually around the end of July. This is dependent on weather influences and timing of site preparation.

3.6 Aerial Sowing Equipment and Systems

The Contractor must supply all Seed application equipment not provided by VicForests, personnel (including at least 1 qualified pilot), labour, materials and other resources (other than the Seed) necessary to carry out the Services.

VicForests is open to the contractor proposing a suite of equipment that covers both the aircraft and seeding service. VicForests owns a seeder unit that the contractor may include in their tender proposal. The tenderer must list the proposed equipment intended for use in **Attachment C-1** - Response Form 2 as per the following options:

Option 1	Contractor provides all seeding equipment
Option 2	VicForests provides Seeder Unit #3. Contractor provides the rest of the required equipment, including the aircraft mounting board for seeder unit.

Whatever machine combination is proposed the following mandatory requirements must be met:

The Contractor must ensure that all Equipment used in the performance of the Services has the appropriate regulatory approvals and certifications. All equipment installed in or on aircraft and all aircraft used to perform the Services have full current and effective Civil Aviation Safety Authority approval and comply with all other relevant regulatory requirements. All aircrafts used to perform the Services are fitted with an on-board device to monitor wind speed and direction, inversion layers and turbulence levels. Contractor pilots must ensure that the guidance system of each aircraft used to perform the Services has the following:

- (i) an on-board computer to monitor Seed application rates and give precise in-flight management of the Seed application system;
- (ii) an application system which has precise Seed application cut-off systems;
- (iii) a system capable of maintaining the specific Seed flow rate necessary to ensure that the Seed to be sown in each area can be sown at the 'kilogram of Seed per hectare' rate of sowing specified by VicForests for that area and sown with a coefficient of variation of no more than 10% in each case;
- (iv) an application system which is able to sow single and mixed specie Seed lots at varying application rates in accordance with VicForests' requirements, including being capable of sowing mixed species Seed lots and sowing a range of species Seed mixes on one particular coupe/area;
- (v) A seeder configuration that allow for pilot only operation; and
- (vi) The system produces digitised ESRI data suitable for uploading into VicForests' GIS system.

VicForests will provide the Contractor with shape files of coupes, individual coupe maps, matched Seed lots, pre-determined sow rates and 1:100,000 context maps, to allow sufficient information for the Contractor to navigate to coupes and sow the areas with the correct Seed lot at the predetermined sow rate. The Contractor must sow Seed on all areas identified on the sowing maps using the correct Seed lot as supplied by VicForests to the Contractor for that purpose and at the sow rate advised by VicForests to the Contractor for that area.

3.7 Price Submission

The Agreement will list the rates for option A and option B pricing structures as submitted in **Attachment C-1** - Response Form 4 of the tender submission. All rates are to be **exclusive** of GST.

Option A pricing is a \$ per hectare rate that will apply where the program of coupes to be sown is 100 hectares or more. A separate fuel charge does not apply. VicForests will endeavour to provide at least 100 hectares of area to be sown in any one program. Fuel cost must be included in the \$/ha rate.

Option B pricing will apply where the program of coupes to be sown is less than 100 hectares. This will be billed on an hourly rate based on the aircraft hours meter. Fuel costs will be in addition to the hourly rate charged for the services, costs are to be based on the bowser price at time of refuelling.

A Commitment Charge will be paid by VicForests to the Contractor only if:

- a) VicForests has made a booking for the Contractor's services for a particular date (Booking);
- b) the Contractor accepts the Booking and as a result declines to accept a booking from another customer;
- c) VicForests cancels the Booking; and
- d) the Contractor is unable, after making reasonable efforts, to find a replacement customer for the Booking date.

Adjustment of Submitted Prices to Account for Date of Contract Commencement

The Agreement provides for the rates to be adjusted every 12 months. On 1 January each year the rates will be adjusted by the annual percentage movement in the Consumer Price Index (CPI) (ABS 6401-Table One - All Groups Melbourne) published at www.abs.gov.au. Adjustments are due on 1 January each year, the movement between the previous September quarters will be used. There will be no adjustment to tendered prices for 1 January 2018.

3.8 **Communication Equipment**

The aircraft communications equipment is required to meet the standard outlined in the **Attachment B-3** - Installation-of-Auxiliary-Radios-Victoria-Type-2-3-Standard.

The Contractor pilot must maintain regular communication with the VicForests Officer in charge at the time during all operations. The Contractor must report daily to the VicForests Officer in charge at the time and provide a daily summary of events, including all Services provided during that day. The Contractor must maintain communications consistent with the requirements of the State Air Desk and the Aviation Services Unit of Victoria.

All costs associated with establishing, operating and maintaining candidates' communication equipment will be the responsibility of the successful candidates.

3.9 **Calibration of equipment**

Prior to the seed operation commencing the Contractor must:

- (a) ensure that all equipment used for application of Seed is calibrated in accordance with the 'kilogram of Seed per hectare' rate of sowing specified by VicForests for that area;
- (b) make the calibration technique and results available to VicForests' Officers upon request by any VicForests Officer;
- (c) undertake regular checks of Seed usage against the actual hectares treated to ensure that the application system is functioning correctly and that the 'kilogram of Seed per hectare' rate of sowing specified by VicForests for that area has been achieved; and
- (d) adopt a system that demonstrates that the flight mapping of Seed sowing occurs only when Seed is leaving the aircraft.

3.10 Weather conditions

Sowing operations may only be conducted under specific meteorological conditions. The Contractor pilot will be required to liaise with the VicForests Officer to confirm that conditions are in accordance with the following conditions:

Maximum wind speed	11 km/h
Minimum wind speed	0 km/h
Maximum wind gust above mean wind speed	5 km/h
Atmospheric Stability	N/A
Cold Air drainage	N/A
Rainfall	No rain during operation
Air Temperature	N/A
Relative Humidity	N/A
Soil Moisture	Not significantly below field capacity (dry) or fully saturated

Part C – RFT Process and Conditions

4 Candidate Eligibility and Commitments

4.1 Eligibility Criteria

To be eligible for consideration, candidates must:

- Hold a current and valid Air Operator's Certificate (AOC), which lists each of the Contractor's aircraft which is used to perform the Services;
- Each pilot engaged by the Contractor to carry out Services must hold a current and valid Commercial Agricultural Pilots Licence with the appropriate endorsements for the type of aircraft being used to perform the Services and a current and valid Pilot (Pesticide Rating) Licence;
- Be compliant with the requirements as set out in the IAOPs;
- Be able to provide seeding equipment; and
- Have an effective and operational Safety Management System with no outstanding actions from audits of that System;

4.2 Insurance Details

Documentary evidence in the form of insurance certificates for workers compensation, public liability and vehicles, including insurance certificates of sub-contractors, are not required to be submitted with submissions, but if successful, are required to be presented before Agreement commencement. Documentary evidence will need to include:

- The name of the candidate
- The policy number of each policy
- The start and end date of the policy
- In relation to workers compensation – a statement that the policy applies to the State of Victoria
- Where General Liability or Business Liability policies are presented an express statement that this includes coverage for Public Liability with a limit of indemnity of at least \$10,000,000
- In relation to vehicles:
 - Confirmation that insurance covers vehicles to be used for business purposes
 - Vehicle registration numbers
 - The policy covers third party property damage with a limit of indemnity of at least \$10,000,000

4.3 Verification of Information Provided to VicForests

VicForests may seek to verify any information provided to it as part of this RFT process. Candidates must cooperate with VicForests in satisfying any reasonable request made by VicForests in verifying any information submitted through this process.

Failure to provide verification to the satisfaction of VicForests by the candidate may result in disqualification of their submission.

VicForests is under no obligation to seek verification of anything in a submission and VicForests reserves the right to disregard any verification that VicForests considers to be unsolicited or otherwise impermissible in accordance with the rules set out in this RFT document.

4.4 Conditions for making an RFT Submission

By lodging a submission through this RFT process, a candidate warrants to VicForests that:

- (a) in making its submission it did not rely on any express or implied statement, warranty or representation, whether oral, written, or otherwise made by or on behalf of VicForests, its officers, employees, agents or external consultants other than a statement, warranty or representation expressly contained in this RFT document (including any written document formally amending this RFT document) or a written statement of VicForests which forms part of the formal clarification process described in **Section 5.2** of this RFT document;
- (b) it did not use improperly or seek to use improperly the assistance of VicForests employees, ex-employees or agents, and/or information unlawfully obtained from VicForests, in compiling its submission;
- (c) it has not engaged in any collusion or anti-competitive conduct with any other candidate in relation to the preparation, content or lodgement of the submission;
- (d) it has examined and fully understands this RFT document, and any other documents referenced or referred to herein, and any other information made available in writing by VicForests to candidates for the purposes of submitting a submission;
- (e) it has sought and examined all necessary information which is obtainable by making reasonable enquiries relevant to the risks and other circumstances affecting its submission;
- (f) it has otherwise obtained all information and advice (whether legal, financial or otherwise) necessary for the preparation of its submission and it has not relied on any representation or statement of VicForests as constituting advice (whether legal, financial or otherwise);
- (g) it is responsible for all costs and expenses related to the preparation and lodgement of its submission and any future process connected with or relating to the submission;
- (h) it otherwise accepts, has complied and will continue to comply with the rules set out in this RFT document;

- (i) it will provide additional information in a timely manner as requested by VicForests to clarify any matters contained in the submission;
- (j) it acknowledges that VicForests will not be responsible for, nor pay for, any expense or loss that may be incurred by a Candidate in the preparation of, or in relation to their Submissions and will not make any claim in this respect; and
- (k) it is satisfied as to the accuracy, correctness and sufficiency of its submission; and
- (l) it has received from VicForests, or downloaded a copy of the Victorian Forestry Contractors Information Booklet, and it is familiar with the content of such Booklet.

By making a submission, a candidate understands that VicForests will, if it accepts the submission for consideration, do so acting in reliance upon these warranties.

5 Submission Process

5.1 Communications to the RFT Manager

All communications relating to the RFT process and this RFT document must be directed to the RFT Manager, Quinton Pakan via email: VF.Tender@vicforests.com.au

5.2 Requests for Clarification or Further Information before Closing Time

Any questions or requests for further information or clarification of the RFT process, this RFT document or any other document issued in connection with the RFT document must be submitted to the RFT Manager, in writing, by email by 4 pm on the day prior to the date submissions close.

VicForests will use reasonable endeavours to respond to any submitted question by email to the email address of the candidate (as notified to the RFT Manager). However, VicForests reserves the right at its discretion not to respond to any query.

Except where VicForests is of the opinion that issues raised apply only to an individual candidate, provided sufficient time allows, questions submitted and answers provided will be made available to all candidates. VicForests will not identify the source of the question submitted.

In relation to operational and procedural aspects relating to this RFT document and the RFT process, candidates may only rely on written responses provided from the RFT Manager (by email) only. Under no circumstances should candidates rely on such responses as constituting legal or financial advice.

Any other forms of communication are not to be relied on for the preparation of individual submissions.

5.3 Confidentiality

For the purposes of ensuring the integrity of the RFT process, the candidate acknowledges and agrees that all information contained in the submission is confidential. The candidate must ensure that all officers, employees and agents of the candidate keep all submission information confidential.

5.4 Grievances about the RFT Process

Candidates should refer to the Grievance Procedure set out in **Attachment B-4 - Grievance Process**.

5.5 Late Submission Response Forms

Late submissions will not be considered, except where the integrity and competitiveness of the RFT process will not be compromised.

5.6 Clarification of Submission Response Forms

If, in the opinion of VicForests, a submission is unclear in any respect, VicForests may seek clarification from the candidate. Failure to supply clarification to the satisfaction of VicForests by the candidate may result in disqualification of their submission.

VicForests is under no obligation to seek clarification of anything in a submission and VicForests reserves the right to disregard any clarification that VicForests considers to be unsolicited or otherwise impermissible in accordance with the rules set out in this RFT document.

5.7 Unclear, Alteration and Erasures

Incomplete submissions may be disqualified or assessed solely on the information contained in the submission. VicForests may disregard any content in a submission that is unclear and will be under no obligation whatsoever to seek clarification.

VicForests will permit a candidate to correct an unintentional error in their submission where that error becomes known or apparent after the Closing Time. However a correction may not be acceptable if VicForests reasonably considers that the correction would unfairly and materially alter the substance of the candidate's submission.

5.8 Disclosure of Submission Contents and Submission information

Submissions will generally be treated as confidential by VicForests. If the candidate is particularly concerned about the commercial sensitivity of any information and documentation provided to VicForests as part of the submission, and believes their business would unreasonably be disadvantaged by the disclosure of that information and documentation, they should clearly mark their submission as being confidential. Candidates may choose to nominate certain classes of information as being confidential (eg price, work methods etc).

Taking the steps identified above will not guarantee that the document in question will not be released under the Freedom of Information Act (FOI Act). A request for access to a submission must be considered on a case by case basis. The candidate will be consulted and their views sought in relation to possible disclosure of their submission or any part of it under the FOI Act if a request for access is received under that Act.

Notwithstanding the inclusion of any confidentiality preamble included in submission documentation, candidates should note that **VicForests may disclose submission contents in the following circumstances:**

- as required by law;
- for the purpose of investigations by the Australian Competition and Consumer Commission or other government authorities having relevant jurisdiction;
- to external consultants and advisors of VicForests engaged to assist with the submission process and evaluation; or,
- as required to be disclosed by government policy.

5.9 Use of Submissions

All submissions submitted in accordance with the requirements set out in this RFT document become the property of VicForests. Candidates will retain all ownership of any Intellectual Property Rights contained in their submissions. The provision of a submission does not transfer to VicForests any ownership interest in the candidate's Intellectual Property Rights, or give VicForests any rights in relation to the submission, except as expressly set out below.

Each candidate, by provision of their submission, is deemed to have licensed VicForests to reproduce the whole, or any portion of their submission for the purposes of enabling VicForests to evaluate their submission.

The candidate accepts that VicForests may publish (on the internet or otherwise):

- The type of Agreement ;
- the name of the candidate if an Agreement is successfully negotiated or awarded;
- the Agreement term.
- .

5.10 VicForests' Rights

Notwithstanding anything else in this RFT document, and without limiting its rights at law or otherwise, VicForests reserves the right, acting reasonably, to:

- (a) cease to proceed with, or suspend the RFT process;
- (b) alter the details, requirements and/or the timing of the RFT process and documentation (including without limitation the RFT Attachments, the submission process, the eligibility criteria and evaluation process);
- (c) vary or extend any time or date specified in this RFT document for all or any candidates or other persons;
- (d) terminate the participation of any candidate or any other person in the submission process;
- (e) require additional information or clarification from any candidate or any other person or provide additional information or clarification;
- (f) request further information;
- (g) call for new submissions;
- (h) reject any submissions received after the Closing Time;
- (i) reject any submission that does not comply with the requirements of this RFT document;
- (j) amend any part of the Services to be provided under the Agreement at any time during the RFT process; and
- (k) not award any Agreement contemplated by this RFT process.

6 Submission Requirements

6.1 Format and Contents

Candidates may only respond to the RFT by completing the Submission Response Forms in **Attachment C-1** - Response Forms 1, 2, 3 and 4 Aerial Sowing, and submitting it in accordance with the process detailed in **Part C** of this RFT document.

Forms are in MS Excel and Word format and any queries in relation to technical aspects of entering information into these forms can be directed to VicForests at the following phone number, 03 5624 8100.

Candidates should fully inform themselves in relation to all matters arising from this RFT document.

VicForests will not be responsible for, nor pay for, any expense or loss that may be incurred by candidates in the preparation of their submissions.

6.2 Lodgement of Submissions

Submissions must be lodged be via email.

All submission documents must be received by e-mail at VF.Tender@vicforests.com.au by the Closing Time of **12:00 noon Friday, 15 December 2017**. The e-mail should have the subject title:

- “**Confidential – VicForests RFT 2018.4 Aerial Sowing**”; and
- the company name of the candidate

The e-mail submission must include the following file **Submission Response Forms: 1-4**.

7 Evaluation Process

An Evaluation Team will evaluate each submission and rank that submission against other submissions.

The Evaluation Team will consist of VicForests staff and may include external industry experts.

If, in the opinion of VicForests, a submission is unclear in any respect, VicForests may seek clarification from the candidate in accordance with **Section 5.6** of this RFT document.

The ranking of submissions by the Evaluation Team is subject to review and endorsement by the General Manager Operations and CEO.

An outline of the evaluation process is provided below.

7.1 Evaluation Process

Step One: Open Submissions and Confirm Lodgement

Confirmation of lodgement of a submission will be emailed by the RFT Manager to each candidate. Provided a correct e-mail address has been supplied, this is expected to be generally within 1 business day of the submission.

If a candidate does not receive confirmation that their submission has been received by VicForests within 1 business day of submission, the candidate must make contact with the RFT Manager so the whereabouts of the submission can be ascertained. If a candidate does not do so a candidate’s submission is at risk of not being evaluated. VicForests reserves its rights to not consider any submission that has been received or discovered at a later date.

It is the responsibility of the candidate to be satisfied that their submission has been received by VicForests prior to the Closing Time.

Following the Closing Time, submissions will be registered and opened.

Step Two: Assessment of Eligibility Criteria and Complete Information

All submissions will be assessed to ensure they meet the Eligibility Criteria as set out in **Section 4.1**.

Submissions that do not meet the Eligibility Criteria may be disqualified.

If information has been omitted VicForests will determine whether or not the contractor will be requested to provide any missing information. VicForests is not obliged to request the provision of missing information.

Step Three: Evaluation of Tenders

VicForests will consider price Tenders and non-price considerations when evaluating Tenders.

The following non-price considerations will be assessed using information submitted by the candidate through this process along with VicForests records and knowledge of the candidate. Referees may also be consulted if VicForests requires external clarification of information submitted.

Non-Price Considerations	Weighting
Safety Management	25%
Experience	25%
System of Work and Equipment	25%
Availability to undertake works	25%

VicForests will determine at its discretion the relative weightings of the price submitted against the non-price considerations to ensure the optimal result for VicForests is achieved having regard to VicForests overall interests and needs.

If required, VicForests may arrange interviews with one or more candidates to verify or discuss elements of their Tender. The Evaluation Team may modify the submission ranking on the outcome of the interviews.

VicForests will rank candidates on the basis of VicForests evaluation of their Tender.

Step Four: Negotiation

VicForests will select the highest ranked candidate to commence negotiation of an Agreement to provide the Services.

Any negotiation, or any other form of correspondence from VicForests, should not be regarded as any guarantee, promise or indication that the candidate will be offered an Agreement until such time as a formal offer of an Agreement has been made in writing by VicForests.

If an Agreement cannot be successfully negotiated with a candidate then VicForests may consider negotiating with the next ranked candidate but is not obligated to so.

VicForests reserves its rights to not award an Agreement following this process for any reason.

8 Notification, Award and Contract Execution.

Part C – RFT Process and Conditions

VicForests expects to notify all candidates with the result of the tender evaluation by **Monday, 8 January 2018**.

Once VicForests internal approval is granted for each agreement a formal offer will be made to the relevant Successful Contractor along with the provision of the relevant Agreement for execution.

The Agreement must be executed by the Successful Contractor and returned to VicForests within ten business days, failing which the Agreement offer will be deemed to have been rejected. In such circumstances the work may be offered to another Candidate or not awarded.

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