QUESTIONS AND ANSWERS #3 Updated on May 16, 2018 – 02:30 p.m.(EST) (BID –181301/CABW/2018) PAGE 1 of 4

The BACW's Bidding Commission hereby present questions made by companies with their respective answers.

<u>REMARK:</u> The questions presented in this "Questions and Answers" are numbered as they are answered by the Bidding Commission and may not match the numbering provided by the companies.

- Question The Company X would like a 60 day extension to perform a site survey and respond to the RFP using the answers to the questions below. Will the FAB consider our extension request?
 ANSWER: Commercial proposals will be opened on June 4th as published at the bidding.
- 2. Question 1.2: "available parts to be delivered against payment consists of 36,639 Part Numbers and 4,269,822 items, for a total of R\$ [Brazilian Reals] 111,106,548.29 as per Attachment D." VERSUS 12.3.1: "For the purposes of paying contracted services, the FAB's assets pertaining to C-130 aircraft must be taken into account, as per initial listing in Attachment D, equivalent to approximately USD 111 million, ". NOTE: ANEXO I states the value of the parts in Reals. Please confirm the currency used.

ANSWER: Brazilian Air Force inventory is roughly evaluated in R\$ 111,106,548.29 (Brazilian currency).

3. Question – Please clarify the following: handling fees - 21.2.5.3 "Handling fees charged by the CONTRACTED PARTY for each FAB item, in order to cover administrative fees associated with storing FAB material in its warehouses."

ANSWER: Handling fee is a percentage of item value that is charged by the contractor the contracting to cover expenses like: insurance, warehouse costs, labor costs and etc.

4. Question – Please clarify the following: handling fees - 21.2.5.3 "Handling fees charged by the CONTRACTED PARTY for each FAB item, in order to cover administrative fees associated with storing FAB material in its warehouses."

ANSWER: Handling fee is a percentage of item value that is charged by the contractor the contracting to cover expenses like: insurance, warehouse costs, labor costs and etc.

5. Question – Please clarify: Is the allowed subcontracting indeed 50% of the entire contract value or only 50% of the labor costs?

ANSWER: Subcontracting is limited to 50% of contract value.

6. Question – Please clarify: what each module contains as the tender has conflicting information: are Isochronal in Module 1 and PDM in Module 3? Or are they both combined in Module 1 and Module 3?

ANSWER: ISOCHRONAL is part of module 1 and it is paid per flight hour. PDM is part of module 3 and it is paid according dedicated invoice. Module 3 also includes the ISOCHRONAL which is requested by Brazilian Air Force to be executed at Air Force premises and it is going to be charged by a dedicated invoice.

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7. Question – What is your definition of "unusual wear and tear"? What is your definition of "normal wear and tear"? How do these definitions apply to each module?

ANSWER: Unusual wear and tear is the damage caused by inadequate maintenance, operation or handling of the item. Usual wear and tear is the damage caused by normal operation of the item and it is very well known by the manufacturer of the item. Module 1 and 2 are related with usual wear and tear. Module 3 and 4 are related with unusual wear and tear.

8. Question – Are engine components/accessories included in the tender? Please define which components of the engines are part of the engine exclusions?

ANSWER: Engine, its components and its accessories are excluded of tender. T56A-15 engine, identified by PN 376190-77 and all other items that are part of the configuration of this PN are excluded form tender.

9. Question – Can BAF share an accurate list of the inventory detailing what is serviceable and what is unserviceable?

ANSWER: Due to the huge number of PN and items at Brazilian Air Force inventory, an accurate list is not feasible. The same happens with the unserviceable inventory, because each day, new items are being admitted at unserviceable warehouse, due to fleet operation.

10. Question – Aside from getting paid in inventory parts, is it actually possible for the prime to use any parts they want anytime for repairing the plane? Or are we limited to the 25% volume of the monthly invoice per month? What happens during a PDM then, if the required parts above 25% of the value delay the aircraft?

ANSWER: Yes, the contractor may use any parts from BAF inventory, anytime, for repairing the BAF fleet. The usage of FAB inventory is no limited to the 25% of the monthly invoice. If contractor decides to parts from BAF inventory that represents more than 25% of the monthly report, contractor will receive a currency payment smaller than 75% to accommodate the usage of material that represents more 25% of the monthly payment.

11. Question – After analyzing a prior list of the BAF C-130 inventory, we noticed that a significant amount of inventory has been removed from the tender. We would like to understand why it was removed, and what the plan is for the inventory going forward as it will impact the pool of inventory available to the contracted party? Can we have the opportunity to review the inventory prior to the bid due date?

ANSWER: Inventory list presented as part of the tender contains only equipment and components for the airframe. All items related to engine T56A-15 PN 376190-77, MAFFS and REVO are listed at the inventory relation, because these equipment or components are excluded from the tender. Inventory will be reviewed on a monthly basis for an accurate evaluation of the items that will transferred as part of the payment.

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12. Question – If the contracted party needs more inventory parts than the 25% limit for that month invoice period, can they get the material in advance for use on the BAF aircraft?

ANSWER: If contractor decides to use parts from BAF inventory that represent more than 25% of the payment for a specific month, Contractor will receive a payment based on currency smaller than 75%.

13. Question – Does the contracted party get the credit for the exact value of the BAF inventory list, or can they contest the value given by BAF to parts?

ANSWER: Contest will not be accepted, because the exact value of BAF inventory for payment issue will follow the Administrative rules for evaluation.

14. Question – Please clarify: Basic project plan: Attachment E - payment of flight hour - table 8: why is the discount on flight hour for exchange of usable material at \$1,640.23 and the estimated cost of flight hour at \$3,857.99? This does not display a ratio of 25% to 100% based on BAF payment plan. How does this \$1,640.23 value compare to the "25% limit of flight hour payment through exchange of usable material" at as value of \$964.50?

ANSWER: Contract total price has been constructed considering a 20.500 flight hours along the 5 years of contract. Once BAF inventory represents R\$ 111.106.548,29; the whole inventory can be split represents USD 1,640.23 / flight hour along the 20.500 hours. It is just a reference for the companies. The flight hour price of USD 3,857.99 represents only a reference, based on the information available for BAF. Depending on the price offered by the contractor, the amount of inventory used for flight hour price, 25% to be paid with parts from BAF inventory will be smaller or bigger then USD 1,640.23.

15. Question – Please clarify: Is there any hazardous material in the available inventory? If yes, please detail the storage conditions and requirements?

ANSWER: No hazardous material will be used as part of the payments.

16. Question – Are shipping costs considered over and above/as needed/outside CpFH for locations outside of the contracted party's location and the BAF location?

ANSWER: Yes. If Contracting party requests the delivery at a place that is not ALA11 - Galeão, it will be considered a supply inside module 4 and it will be charged by a dedicated invoice.

17. Question – Paragraph 4.3 – "All costs associated with transportation, freight handling, and other matters must be included in payments referenced under item 4.2." What does "other matters" refer to? Would that include customs fees or duties in Brazil?

ANSWER: Other matters means: insurance, taxes, fees, custom clearances outside Brazil and etc.

18. Question – Please explain: what happens if the inventory is in factory new condition, has tags/certificates, but we do not want it? What if it is obsolete or what if it does not go on a C-130 aircraft? Do we then have the option to reject it?

ANSWER: Contractor will have the right to choose the parts from the inventory from the 6th month till the 30th month. On all other periods, contractor will accept the parts selected by contracting party.



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The rejection is not a possibility for the contractor. All items are still used at BAF configuration and all items from the inventory is applied to C-130 aircraft.

19. Question – Basic Project Plan (PB) PB 001/SDFC/2018 BSC Section 12.3.5: To allow the Contracted Party access to the right FAB inventory for performance of the program, will the Contracting Party allow the Contracted Party to select inventory throughout the contract term?

ANSWER: No. Only from the 6th month to 30th month of the contract, contractor will have the right to choose the parts that will be received as part of the payment.

20. Question – Basic Project Plan (PB) PB 001/SDFC/2018 BSC Section 12.3.8: Will the Contracting Party allow the contracted party to reject inventory based on obsolescence even though it has relevant documents proving airworthiness?

ANSWER: Rejection is not an option for contractor, in the case that items have the airworthiness certificate. Obsolescence is not a case, because everything from the inventory is applied at BAF C-130 configuration.

Notwithstanding, In accordance with the Invitation For Bid 181301/CABW/2018 item 37.1, Any doubts arising from the provisions of this Invitation for Bid may be the subject of consultation, in writing, to the <u>Bidding Commission</u> in charge of this bidding process, up to 48 hours before the delivery of the proposals.

Based on that, the BACW's Bidding Commission reinforces that questions shall be submitted to con@cabw.org and no agents outside BACW should be copied in the e-mail. Thus, only answers published in BACW's website are considered official and part of the solicitation file.

Furthermore, the Brazilian Aeronautical Commission appreciates the question, and stands available to clarify and explain any doubts or concerns in order to increase the BID quality. Any questions or concerns must be submitted to *con@cabw.org*

Note: This information has been made available at BACW website in the publishing for the related Bidding Process. http://www.cabwnews.com/index.php/solicitations.html