QUESTIONS AND ANSWERS #6 Updated on May 29, 2018 – 11:30 a.m.(EST) (BID –181301/CABW/2018) PAGE 1 of 1

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.

- **1. Question** Ref Basic Project Plan Attachment B Price Presentation Table Financials Aspects Should we include the costs of stripping and painting of the whole aircraft in the cost of the PDM? **ANSWER:** Company must include stripping and painting activities according to the task cards for PDM, following the maintenance plan defined by USAF Technical Orders.
- **Question** Attachment B Price Presentation Table Technical Aspects:
- i- Please define what do you mean by TAT (Door To Door)
- ii- In the TAT (door to Door), Do we need to consider the time to clear customs in Brazil for the imp/exp of the components/spare parts?
- iii- How should we declare the TAT time based on our location: For example if our TAT time is 20 days, should we declare in the table the following:
- a. 20 days of TAT + 4 days due to our location
- b. 24 days total that chapter 6.1.11 of the Basic Project PB 001/SDFC/2018 BSC (herein after referred to as "Basic Project") indicates the limit of 50% of man/hours and 50% of material above the programed man/hours and material as a parameter to be included in the price of the flight hour, we kindly request FAB to formally define those limits in man/hour quantity and material value.

ANSWER: i-TAT (Turn Around Time) starts at the moment Contractor receives the at Brazilian Air Force premises and finishes when Contractor delivers the material at Brazilian Air Force premises, according to Basic Project. ii- No custom clearance time must not be included. iii- Company must inform TAT in a closed answer, i. e, TAT = X days, where X = A + B. A = days due to company location defined at Basic Project, and B = time that starts when component or equipment arrives from Brazilian Air Force at company's premises and finishes when component or equipment leaves company's premises towards Brazilian Air Force premises.

3. Question - Ref Invitation for Bid CLAUSE 35.2.3.1.1 - Can you big more specific how the penalties will be applied? The clause 35.2.3.1.1. Specifies that if the contracted party fails to comply with any amended condition of the contract, then a fine of 0,2% of the contract amount could be applied Question A- Is there a maximum fine CAP amount? or the FAB can fine the contracted party unlimited? B - What do you mean by "the contracted party fails to comply with any amended condition of the contract". Can the FAB fine the contracted party the amount of 0,2% for whatever minimum reason the contracted party does not comply with the contract? The way Clause 35.2.3.1.1 reads could lead to a fine that could even be bigger than the contract amount.?

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ANSWER: a- CAP is defined by Art 99, Paragraph 1, of Law 8.666/93. It's 5% of contract value. b-Brazilian Air Force will apply fines according to the value of the equipment, component or service related to the failed accomplishment.

4. Question – Ref your: 181301 - Questions and Answers 5 - 5. Given that Module nr. 1 will have its cost estimation substantially affected by the regular annual consumption of; consumable, repairable and/or workable material and, on the other hand, the annual consumption of repairable and/or workable items for an operational aircraft (available in flight line) is closely related to the type and quality of maintenance provided throughout the lifetime of each item, we kindly request FAB to please inform in monetary amounts or a part number list the regular annual consumption of consumable, repairable and/or workable material for an operational aircraft. ANSWER: According Brazilian Air Force statistics records, C-130 fleet has a historical expense of USD 1,683.65 / Flight hour, for consumables, and USD 1,891.15 / Flight hour, for repairables and workables

COULD YOU RECONFIRM IF ACCORDING TO BRAZILIAN AIR FORCE STATISTICS RECORDS THAT THE TOTAL COST PER HOUR OF CONSUMABLES+REPAIRABLES AND WORKABLES IS 1,683.65+1,891.15=3,574.80 PER FLIGHT HOUR?

ANSWER: Brazilian Air Force confirms that its consumables cost per hour is USD 1,683.65 and its repairables and workables cost per hour is USD 1,891.15.

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