

**BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON D.C.**



**INVITATION FOR BID 181940/CABW/2018**

**PAG 67102.181940/2018-51**




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Renato Alves de Oliveira, Lt Col  
President of BACW'S Bidding Commission



Nazareno Correia Peregrino, Lt Col  
Chief of BACW Internal Control



**MINISTRY OF DEFENSE  
 AERONAUTICAL COMMAND  
 BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON D.C.**

**INVITATION FOR BID 181940/CABW/2018  
 (PAG 67102.181940/2018-51)**

Approved on: April 30, 2018

  
 LEONARDO GUEDES Col  
 BACW'S Chief

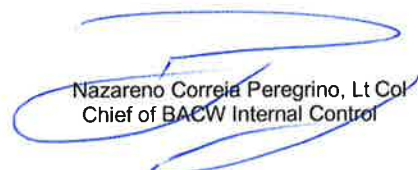
**Legal basis:** The Brazilian Federal Government, through the Brazilian Aeronautical Commission in Washington (BACW), lets it be known to all who may be interested, that on the date, time and place indicated below, BACW will carry out a bidding process on the basis of indirect execution, of the **LOWEST PRICE PER ITEM**, in accordance with this INVITATION FOR BID and its Annexes. The bidding procedures will follow the principles of the Law nº 8,666/93 (Brazil), its related legislation, and the other requirements provided in this INVITATION FOR BID and its Annexes. Furthermore, Bids submitted to BACW will be interpreted, evaluated and judged according to the principles of the articles 3 and 123 of Law nº 8,666 from 06/21/1993, regarding principles of legality, impartiality, economy, morality, equality and transparency.

Date of delivery and opening of envelopes:	May 9 <sup>th</sup> , 2018
Time:	9:00 a.m. (Eastern Standard Time)

1701 22nd St N.W. Washington D.C 20008	Phone:	(202) 483-4031
	Fax:	(202) 483-4684
	E-mail:	<a href="mailto:con@cabw.org">con@cabw.org</a>

Accreditation:	May 9 <sup>th</sup> , 2018
Time:	9:00 a.m. (Eastern Standard Time)

  
 Renato Alves de Oliveira, Lt Col  
 President of BACW's Bidding Commission

  
 Nazareno Correia Peregrino, Lt Col  
 Chief of BACW Internal Control



## 1. OBJECT

1.1. The object of this INVITATION FOR BID is to supply **04 (four) international moving services needs for household goods, door-to-door, for 04 (four) militaries of the Brazilian Air Force and their family, stationed in USA, for their return to Brazil from the United States upon conclusion of their mission abroad**, according to Decree nº 71.733, of January 18, 1973, which regulates law 5.809, of October 10, 1972, which regulates the rights and benefits of civilian and military personnel in mission abroad. This bidding process is based on the selection of the **LOWEST PRICE PER ITEM**, in accordance with the terms, quantities, price limits and other applicable requirements established in the BASIC PROJECT 22/ADM/2018, attached hereto as Annex I.

1.1.1. The item of this INVITATION FOR BID is as follows:

1.1.1.1. From **USA: 2235 Rockhurst Blvd – Colorado Springs, CO - 80918.** To **BRAZIL: PIRASSUNUNGA - SP** up to 01 (one) shipment in a **40 foot container**, from origin to final destination;

1.1.1.2. From **USA: 9200 Thorngate Ct – Montgomery, AL – 36117.** To **BRAZIL: RIO DE JANEIRO - RJ** up to 01 (one) shipment in a **40 foot container**, from origin to final destination;

1.1.1.3. From **USA: 1600 N Oak Street, Apt 1526 – Arlington, VA - 22209.** To **BRAZIL: BRASÍLIA - DF** up to 01 (one) shipment in a **40 foot container**, from origin to final destination; and

1.1.1.4. **1115 Reserve Champion Dr. – Rockville, MD 20850.** To **BRAZIL: BRASÍLIA - DF** up to 01 (one) shipment in a **40 foot container**, from origin to final destination.

1.2. The service that is the object of this INVITATION FOR BID **shall be performed in accordance with the Basic Project, Annex I, which is incorporated herein.**

1.3. For all intents and purposes, this INVITATION FOR BID includes the following annexes:

ANNEX I – BASIC PROJECT;


ANNEX II – PRICE PROPOSAL MODEL; and

ANNEX III - WAIVER OF THE RIGHT TO APPEAL MODEL.

1.4. The CONTRACTED PARTY shall provide insurance coverage for all household goods. Such insurance shall cover all household goods against "All Risks", without any exception, from the point of origin in USA to the destination point in Brazil.

1.4.1. The CONTRACTED PARTY **must present the insurance policy to the BACW prior to the shipment to Brazil.**

  
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President of BACW's Bidding Commission

  
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Chief of BACW Internal Control





**1.4.2.** The BACW shall be responsible for the payment of the Insurance Coverage up to 2.75% (two point seventy-five percent) of declared value, which is not included in the firm fixed price per shipment, as follows:

**1.4.2.1.** For item 1.1.1.1, the declared value is up to US\$ 99,642.70.

**1.4.2.2.** For item 1.1.1.2, the declared value is up to US\$ 99,642.70.

**1.4.2.3.** For item 1.1.1.3, the declared value is up to US\$ 99,642.70.

**1.4.2.4.** For item 1.1.1.4, the declared value is up to US\$ 99,642.70.

**1.4.2.5.** The payment processing is the responsibility of BACW, it will be processed following presentation by the CONTRACTED PARTY of the original Policy and Receipt as proof of payment issued by the nationally or internationally-recognized insurance company. The compensation will be paid to the CONTRACTED PARTY in the amount of the Policy up to 2.75% of the declared value.

**1.5.** Any excess insurance costs on declared values higher than the limit declared in the item 1.4.2 will be assumed by the military officer himself (upon agreement between CONTRACTED PARTY and the individual military officer whose goods are the subject of the move) and in no circumstance shall be the responsibility of BACW.

## **2. PARTICIPATION REQUIREMENTS**

**2.1.** Interested companies, registered or not in the BACW's supplier system that specialize in the object of this bidding may participate in this Bidding Process, pursuant to the provisions of the respective acts that established the bidding. Furthermore, the BACW will select and invite at least 3 (three) companies.

**2.2.** Companies that are under the following conditions may not participate in the bidding:

**2.2.1.** Bankruptcy, legal restructuring, or extrajudicial reorganization;

**2.2.2.** Dissolution or liquidation;

**2.2.3.** Suspended from participating in bidding processes or having a note of failure on the execution of a contracting in your registration in BACW in the last 3 (three) months;

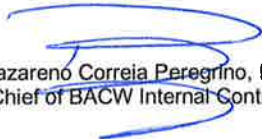
**2.2.4.** Barred from participating in bidding processes or entering into a Contract Agreement with the Brazilian Federal Government;

**2.2.5.** That are declared not to be in good standing to enter into an agreement with the Public Administration (Brazil);

**2.2.6.** That are part of a consortium or joint venture that is separately participating in the bidding, or control or are controlled by another entity participating in the bidding process; and

**2.2.7.** Companies that fit the description below, provided for in Article 9 of Law nº 8.666/93 (Brazil):

  
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President of BACW's Bidding Commission

  
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**2.2.7.1.** May not participate, direct or indirectly, in the bidding process or performance of works and services or in the supply of related goods:

**2.2.7.1.1.** The author of the basic or executive project, whether a company or an individual;

**2.2.7.1.2.** The company responsible for or involved in the preparation of the basic or executive project. The project's author, person in charge or contractor may not be an executive, manager or shareholder; and

**2.2.7.1.3.** Public officer who works for or runs the contracting agency, or is responsible for the bidding process.

**2.2.7.2.** For the purpose of this Article, indirect participation means any links, whether technical, commercial, economic, financial, or labor-related between the project's author – a company or individual – and the authorizing agency or entity responsible for services, supply and works, including supply of related goods and services.

**2.2.7.3.** The provisions of the previous paragraph shall also apply to the members of the Bidding Commission.

### **3. ACCREDITATION**

**3.1.** The bidder, or its representative shall report to the Bidding Commission at the place, date and time indicated in the preamble to this INVITATION FOR BID for the purpose of conducting the registration of the participants in this Bidding Process, with picture ID card, or other form of government or state identification document, along with a signed document on the company letterhead, granting power to express opinion during the bidding procedures (such documents shall be made available outside of the Envelopes containing the Qualification Documents and Commercial Proposals).

**3.1.1.** Failure to present any of the documents for registration or presentation of incorrect documents shall not preclude participation of the bidder. However it will prevent its representative from expressing an opinion on behalf of the bidder.

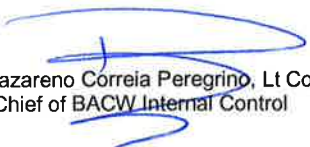
**3.2.** The representative of a bidder shall be any qualified individual under the terms of its incorporation papers, public power of attorney document, private and notarized power of attorney document, or equivalent document.

**3.2.1.** Incorporation papers or registration as a proprietorship shall describe the authority of the representative of the bidder to represent it before third parties.

**3.2.2** A power of attorney shall describe all the required powers to present proposals and carry out all acts pertaining to the bidding process, and should be accompanied with incorporation papers or proprietorship registration.

**3.3.** A registered representative may only represent one bidder.

  
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3.4. The bidder must present 01 (one) WAIVER OF THE RIGHT TO APPEAL (Annex III), completed and signed for each phase of this Bidding Process (Qualification Documents and Price Proposal), prior to commencement of the Bidding Process.

**4. ENVELOPES WITH QUALIFICATION DOCUMENTATION AND PROPOSAL**

4.1 Each bidding participant shall present two envelopes, one containing qualification documents and the other envelope containing the price proposal.

4.2 The sets of documents pertaining to qualification and price proposal shall be delivered separately, inside sealed envelopes, with an initial on the flap and identified with the name of the bidder. On the outside, they should include the following:

**ENVELOPE Nº 01 – QUALIFICATION DOCUMENTS**  
BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON  
INVITATION FOR BID Nº 181940/CABW/2018  
NAME OF THE COMPANY

**ENVELOPE Nº 02 – PRICE PROPOSAL**  
BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON  
INVITATION FOR BID Nº 181940/CABW/2018  
NAME OF THE COMPANY

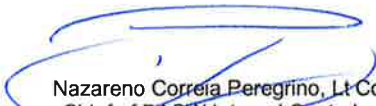
4.2.1. The Envelopes may be forwarded by Postal Service or other similar delivery service, with return receipt requested, and must be delivered at least 1 (one) hour prior to the opening of the public session at **9:00 a.m.** (Eastern Standard Time) of **May 9<sup>th</sup>, 2018**.

4.2.2 Envelopes may also be presented in person to the Bidding Commission in the public session.

4.2.3 **The two envelopes must be sent or delivered inside a single oversized sealed envelope**, addressed directly to the Bidding Commission, as follows:

**C/O BIDDING COMMISSION – BID 181940/CABW/2018**  
BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON  
1701 22nd Street N.W. Washington, DC 20008  
SESSION ON **May 9<sup>th</sup>, 2018 at 9:00 am. EST**  
NAME OF THE COMPANY

  
Renato Alves de Oliveira, Lt Col  
President of BACW's Bidding Commission

  
Nazareno Correia Peregrino, Lt Col  
Chief of BACW Internal Control





**4.2.4** Envelopes delivered that do not follow the instructions above will not be accepted as a proposal.

## **5. QUALIFICATIONS (ENVELOPE # 01)**

**5.1.** Companies must submit the documentation listed in Sub-Item 5.2.

**5.2.** Documents required for QUALIFICATION:

**5.2.1.** Present a Document issued by the IRS with the **Company's Federal Tax Identification Number/EIN**;

**5.2.2.** Present the **Basic Business License** of the Company to operate in the relevant jurisdiction and the relevant field, issued by an U.S. Government Agency;

**5.2.3.** Present a **valid Certificate of Liability Insurance of the Company** (proof of insurance) in form and substance acceptable to the BACW;

**5.2.4.** Present the **Dun and Bradstreet Report of the Company**; and

**5.2.5** Present a **Declaration signed by the Legal Representative**, stating that the company to be contracted will comply with the object of the Basic Project 10/ADM/2018 and will act in accordance with the subcontracting limit herein established up to 49% (forty-nine percent).

**5.3.** After qualification, it is not possible to withdraw a proposal, unless for cause due to a supervening fact as accepted by the Commission.

## **6. PRICE PROPOSAL (ENVELOPE #02)**

**6.1.** The price proposal, which should be typed and written in English, must be clear and have no amendments or erasures, duly dated and signed, with all pages initialed by the bidder's representative, according to the model in ANNEX II and Basic Project. The proposal shall include:

**6.1.1. Clear specifications of the object, following the specifications included in the item 11.2 of Basic Project, Annex I of this INVITATION FOR BID.**

**6.1.2.** In preparing of their price proposals, bidders must be aware of the following guidelines:

**6.1.2.1.** The Global Prices quoted shall include all costs arising from the performance of the services, whether direct or indirect, including but not limited to what is described below: all inputs such as packing, padding, wrapping, documentation fees, dock and terminal handling charges, ocean freight, destination services, port charges/storage, demurrage, customs clearance, delivery and unpacking, expenses associated with fees and/or taxes, social contributions, expenses, transportation door-to-door, worker's compensation, warehousing, customs clearance, social security, fiscal, administration fees, equipment, consumption materials, and all other fees and taxes necessary for full compliance with the

  
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object of the this IFB. **The BACW will only pay the amount set forth on the proposal and the insurance, as described on the Item 1.4.2 of this INVITATION FOR BID.**

**6.1.3.** The validity of the proposal shall not be less than **60 (sixty) days** from the day the bidding process is officially initiated.

**6.2.** No complaints with regard to the proposals will be admitted, after they are duly recorded in the minutes.

**6.3.** The total service value is estimated to be a maximum of **US\$ 66,006.61**.

## **7. PROCEDURE FOR OPENING ENVELOPES**

**7.1.** On the date, time and place indicated in this INVITATION FOR BID, in a public act, with bidders present, the Bidding Commission will receive the oversized sealed envelopes (referenced in 4.2.3) , containing **Envelopes nº 01 and nº 02**, and will proceed to initiate the bidding process.

**7.1.1.** These public acts may be attended by any person, but only the bidders and their registered representatives will be allowed to engage the Bidding Commission in conversation. This has to be done in a respectful manner, without disturbances and disruptions to the progress of the procedures.

**7.2.** Once the deadline for delivering the documents has passed, no other documents will be received, nor will there be accepted any addendum or clarifications regarding the documentation of price proposals submitted.

**7.3.** After the bidders are identified, the Bidding Commission will proceed to opening Envelopes nº 01 – Qualification Documents.

**7.3.1** The content of the envelopes shall be initialed by the members of the Bidding Commission and the representatives of all of the bidders present.


**7.4.** The qualification of the bidders will be verified, in accordance with this INVITATION FOR BID.


**7.4.1** Should the Bidding Commission deem necessary, it could adjourn the public session, so in order to analyze the documents presented by the bidders, setting, at that time, a new date and time when a new public meeting will take place, informing all bidders.

**7.4.1.1** Considering the situation described in 7.4.1, all the qualification documents already initialed, and the Envelopes nº 2 – Price Proposals – initialed on the outside by the present bidders and the Bidding Commission member, will be kept by the Bidding Commission, until the qualification phase is concluded.

**7.5.** Disqualified bidders, will have the Envelope nº 2 returned unopened, after the legal period has transpired without appeal or its withdrawal, or an adverse decision on its appeal.

**7.5.1** In the event that none of the bidders withdraws their right to appeal the qualification phases, Envelopes nº 2 – Price Proposals – will be initialed by the bidders, and kept in a safe until a date is set for their opening.

  
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**7.5.2** After the qualification phase is finished and all the proposals have been opened, bidders cannot be disqualified by any reason related to the qualification process, with the exception of any supervening facts, or facts only known after the judging of the proposals.

**7.6.** The proposals from the qualified bidders will be judged according to the requirements set forth in this INVITATION FOR BID.

**7.7.** After the analysis of the QUALIFICATION DOCUMENTS, it will be granted the deadline of **2 (two) business days**, for the bidders to present any appeals. After that, a date for a new meeting for opening the PRICE PROPOSAL will be announced.

**7.8.** If all the participants are disqualified regarding to their qualification documents or all the proposals are disqualified, the Bidding Commission may establish a term of **3 (three) business days** for new documentation or proposals to be submitted.

**7.9.** During all public acts, detailed minutes will be prepared and signed by the members of the Commission and the bidders' legal representatives in attendance.

**7.10.** In the event less than 3 (three) bidders are presented, this INVITATION FOR BID will be republished and a new date for the public act established.

## **8. REVIEWING QUALIFICATION DOCUMENTS**

**8.1.** Participants will be **disqualified** if:

**8.1.1** They submit documents required in this INVITATION FOR BID that are expired and/or not duly updated and/or not in accordance with the requirements set forth in the INVITATION FOR BID.

**8.1.2** They include the price proposal inside Envelope nº 01.

**8.2.** Bidders will be notified of their qualification or otherwise through publication on a local newspaper. In the event that bidder representative attends the public meeting in which the decision was made, it will be communicated directly to the representative and recorded in the minutes.

## **9. REVIEWING THE PRICE PROPOSAL**

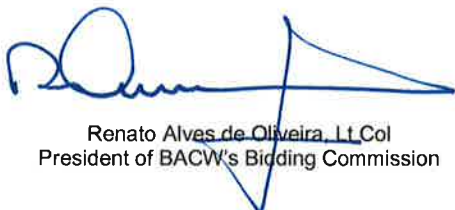
**9.1.** The criterion for reviewing the proposal will be the **LOWEST PRICE PER ITEM**.

**9.2.** It will be **DISQUALIFIED** the proposal which:

**9.2.1.** Does not comply with Items 5 and 6 of this INVITATION FOR BID;

**9.2.2.** Is flawed or illegible, it is not specific or presents irregularities and flaws that hinders its review;

**9.2.3.** Is not in compliance with any requirement set forth in this INVITATION FOR BID or the BASIC PROJECT;



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**9.2.4.** Includes advantages that are not provided for in this INVITATION FOR BID, including subsidized financing, lack of any required due dates, or prices or advantages that are based on offers presented by another bidder; and

**9.2.5.** Presents prices that are unrealistic in the sense that their viability cannot be appropriately demonstrated through documentation that proves that the costs of input are consistent with market prices and that productivity is consistent with the performance of the object.

**9.3.** If there are signs of unrealistic prices in the proposal, or if it is necessary to provide additional clarification, a due diligence may be carried out by the Bidding Commission, in accordance with §3 of Article 43, Law nº 8,666/93 (Brazil).

**9.3.1.** Under these circumstances, the bidder will have **2 (two) business days** to demonstrate the feasibility of the prices included in its proposal, in accordance with Article 48, item II, of Law nº 8,666/93 (Brazil), under the penalty of being disqualified.

**9.4.** Bidders will be notified of the results. In the event that bidder's representative attends the public meeting in which the decision was made, it will be communicated directly to the representative and recorded in the meeting minutes.

## **10. HOMOLOGATION AND ADJUDICATION**

**10.1.** The bidding process will be submitted to the appropriate authority, which will proceed to ratify and adjudicate the object to the winning bidder.

**10.2.** The adjudication will be done on a PER ITEM BASIS and based on the **LOWEST PRICE PER ITEM**.

## **11. CONTRACT**

**11.1.** For the contracting(s) originated from this Bidding Process, the PURCHASE ORDER(S) shall be issued by BACW.

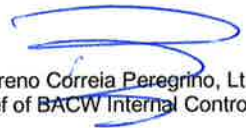
## **12. SUBCONTRACTING**

**12.1.** Subcontracting will be allowed for a limit not to exceed thirty 49% (forty-nine percent) of the total value of the Object.

**12.1.1** In the event of Subcontracting, the CONTRACTED PARTY shall still bear full responsibility for full performance of the object, being responsible for supervising and coordinating the activities of the sub-contractor, as well as responding before the CONTRACTING PARTY for strict compliance with the agreements related to the object that was subcontracted.

**12.1.2 Subcontracting is not allowed if the company to be subcontracted is participating in this bidding process.**

  
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### **13. PRICE ADJUSTMENT**

**13.1.** Price shall be firm and fixed (FFP), from submitting the proposal until the conclusion of the service.

### **14. OBLIGATIONS OF THE CONTRACTING PARTY AND THE CONTRACTED PARTY**

**14.1.** The obligations of the CONTRACTING PARTY and CONTRACTED PARTY are established in the Basic Project, Annex I, and other obligations provided for in this INVITATION FOR BID.

### **15. PAYMENT**

**15.1.** The deadline for payment shall be within **30 (thirty) calendar days** from the date the term of receipt is issued by the Receipt Commission.

**15.2.** An Invoice shall be issued by the CONTRACTED PARTY in accordance with the ANNEX I, Basic Project.

**15.2.1.** Payment shall only be made, after the appropriate official's "approval" of the Invoice provided by the CONTRACTED PARTY, in accordance with the Provisions of the Basic Project;

**15.2.2.** The "approval" of the Invoice is contingent upon verification of compliance of the Invoice submitted by the CONTRACTED PARTY with the services that were actually performed; and

**15.2.3.** In the event of any mistake in submitting any of the documents required under the previous sub-items or of a situation that prevents fees from being paid, the payment shall remain pending until the CONTRACTED PARTY takes steps to remedy the situation. In this case, the deadline for payment shall take effect after it is verified that the situation has been solved, without any costs to the CONTRACTING PARTY.

**15.3.** Payment shall be made through a bank wire transfer to the bank agency indicated by the CONTRACTED PARTY.

**15.4.** The date of payment shall be considered the date when the bank wire transfer is actually made.

**15.5.** **The payment for the CONTRACTED PARTY will occur only after the presentation of the proof of the payment for fees, expenses and the third-party companies subcontracted to fulfill the object, such as port charges/storage, demurrage, customs clearance and all other fees necessary for completion of the services that are the object of the Basic Project.**

**15.6.** **Payment to the CONTRACTED PARTY by the BACW will be conditioned upon the correction of the damages and/or losses pursuant to an agreement between the USER and the CONTRACTED PARTY.**

**15.7.** THE CONTRACTING PARTY shall not be responsible for any expenses that may be made by the CONTRACTED PARTY that have not been agreed to in this INVITATION FOR BID.



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President of BACW's Bidding Commission



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## 16. RECEIPT OF THE OBJECT

16.1. The services that are the object of the BASIC PROJECT shall be received by RECEIVING COMMISSION.

16.2. It is the responsibility of the RECEIVING COMMISSION to:

16.2.1 Ensure that the CONTRACTED PARTY will follow the description of all the services that are the object of the Basic Project;

16.2.2 Receive services or reject them according to the specifications set forth in the Basic Project, in up to **10 (ten) calendar days**;

16.2.3 Once approved, the invoices are sent to BACW's Administrative Division, followed by a Statement of Receipt, within **5 (five) calendar days**. If there is any discrepancy, the invoice shall be returned to the CONTRACTED PARTY for corrections, along with a letter explaining the reasons why it was returned; and

16.3.4 All proposals, questions, discrepancies and difficulties encountered during the execution of the object, or that require an evaluation shall be presented to the BACW's Administrative Division for approval and/or a determination must be approved by the Chief of BACW.

## 17. BUDGETARY APPROPRIATION

17.1. The expenses associated with this INVITATION FOR BID shall be covered by specifically allocated resources from the Brazil Federal Budget within this Organization, in accordance with the following budget classification:

**Management/Unit: 00001 - PTRES: 043066 or similar.**

**Expense Item: 339033**

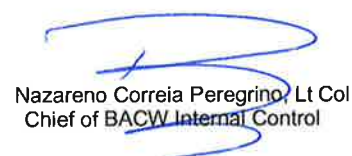
## 18. VIOLATIONS AND ADMINISTRATIVE SANCTIONS

18.1. For the application of administrative sanctions the following shall be considered: the seriousness of the offense; recidivism; damage to the public interest; and the injury to the Administration.

18.2. Failure to comply with this INVITATION FOR BID, its ANNEXES and any issued PURCHASE ORDERS, in whole or in part, or any breach of the obligations contained in this INVITATION FOR BID, its ANNEXES and any issued PURCHASE ORDERS, will subject the CONTRACTED PARTY, without prejudice to other civil and criminal penalties or to compensating CONTRACTING PARTY for any and all damages and losses suffered, and to any and all remedies available to CONTRACTING PARTY, including but not limited to the fines set forth in the BASIC PROJECT, ensuring due process, to the following penalties:



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President of BACW's Bidding Commission



Nazareno Correia Peregrino, Lt Col  
Chief of BACW Internal Control



**18.2.1.** Warning is the administrative penalty imposed when the CONTRACTED PARTY infringes, for the first time, obligations related to delayed contractual terms or invoice presentation for mistakes, or for breaches of supervision guidelines within 48 (forty eight) hours from the date of notification of BACW. For the purposes of warning one, Administrative Process should be instructed.

**18.2.1.1.** The warning should not be proposed for recurrence in the same kind of failure cases.

**18.2.2.** The fines referred to in item II of Art. 87 (fine for total or partial non-performance of IFB) of Federal Law nº 8.666 / 93 (Brazil) may be defined and implemented as follows:

**18.2.2.1.** Total or partial non-performance of the contracted object:

**18.2.2.1.1.** May be applied a fine for partial non-performance in the amount of 0.2% (zero point two percent) of the total amount of the final winner proposal if the CONTRACTED PARTY fails to comply with any condition set in this INVITATION FOR BID; and

**18.2.2.1.2.** Failure to comply with the maximum period for completion of the service, as defined in item 8.10 of this Basic Project, can result in a daily fine equivalent to 0.5% (zero point five percent) of the contracted value, starting from 30 (thirty) calendar days late. This amount will be deducted from the final invoice. Any delays do not exempt the MOVING COMPANY from complying with all other obligations. Penalties will not be applied in cases caused by force majeure, **proved by the CONTRACTED PARTY.**

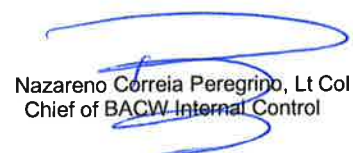
**18.2.2.1.3.** If the CONTRACTED PARTY causes termination of the contract (or purchase order), a fine will be imposed, for non-performance, in the amount of 10% (ten percent) of the current value of the final winner proposal, subject to other penalties and sanctions pursuant to art. 87 of Federal Law 8.666/93 (Brazil).

**18.3.** Provided prior defense of the person concerned within **5 (five) business days**, the fine for the total or partial non-performance of the INVITATION FOR BID, referred to in item II of art. 87 of Federal Law nº 8.666/93 (Brazil), may be applied along with other administrative sanctions provided for in items I, III and IV of art. 87 of Federal Law nº 8.666/93 (Brazil).

**18.4.** BACW must inform the CONTRACTED PARTY the amount to be collected, exhausted all administrative remedies and the right to legal defense, should the CONTRACTED PARTY discount the value of future payments.

**18.5.** After the actions mentioned in the previous items, if it persists the denial of payment of the fine, the Authorizing Expenses (holder or delegate) of BACW, as appropriate, will be forwarded to the Brazilian Attorney General of the National Treasury (PGFN) for analysis and description of the company sanctioned in Active Debt of the Union (DAU) and / or initiate the judicial execution, depending on the amount involved.

  
Renato Alves de Oliveira, Lt Col  
President of BACW's Bidding Commission

  
Nazareno Correia Peregrino, Lt Col  
Chief of BACW Internal Control



**18.6.** The penalties and fines described in this Section 18 will not relieve the CONTRACTED PARTY of repairing any and all damages caused to the Administration or the USERS, or compensating the Administration or USERS for any and all losses suffered, nor rule out the possibility of the imposition of other administrative penalties.

**18.7.** From the application of the fines provided for in the preceding items may be appealed within **5 (five) business days**, as provided in item "f", I, art. 109 of Federal Law nº 8.666/93 (Brazil).

**18.8.** The temporary suspension of participation in bidding processes and the obstruction to contract with the Administration, pursuant to subsection III of Article 87 of Federal Law nº 8.666/93 (Brazil), combined with Article 9 of Federal Law nº 10.520/2002 (Brazil), will be applied in Military Organizations under the jurisdiction of the COMAER, with the following:

**18.8.1. For up to 30 (thirty) days:**

**18.8.1.1.** In noncompliance of the deadline for taking corrective measures during the application of the warning sanction; and

**18.8.1.2.** The disruption of any act of public bidding session.

**18.8.2. For up to 3 (three) months:**

**18.8.2.1.** The withdrawal of the proposal, without just cause due to supervening fact;

**18.8.2.2.** The complaint of the unenforceability of the prices presented; and

**18.8.2.3.** In presentation of frivolous appeal.

**18.8.3. For up to 6 (six) months:**

**18.8.3.1.** The refusal of the winning bidder, convened within the period of validity of its proposal, to sign or accept the PURCHASE ORDER or withdraw any equivalent instrument;

**18.8.3.2.** The recurrence of punishable illicit practice in the form of letters "18.8.1" and "18.8.2" of this item, in less than 24 (twenty four) months;

**18.8.3.3.** The application of the second administrative sanction accompanied by a fine;


**18.8.3.4.** The implementation of two administrative sanctions warning and a fine under the COMAER within 12 (twelve) months, unless the supplier has taken corrective action within the period determined by the Administration; and


**18.8.3.5.** The implementation of two administrative sanctions or fines under the COMAER within 12 (twelve) months, unless the supplier has taken corrective action within the period determined by the Administration.

**18.8.4. For up to 12 (twelve) months:**

**18.8.4.1.** When the CONTRACTED PARTY delays unreasonably the execution of the service, which implies termination;

**18.8.4.2.** When the CONTRACTED PARTY does not pay off/ pay the fine within the period prescribed in situations where you cannot discount the value of collateral or receivables from performed installments; and

  
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President of BACW's Bidding Commission

  
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Chief of BACW Internal Control





**18.8.4.3.** The recurrence of punishable default practice in the form of the letter "18.8.3" of this item, within less than 36 (thirty six) months.

**18.8.5. Up to 24 (twenty four) months:**

**18.8.5.1.** In the commission of an unlawful act, seeking to frustrate the objectives of this Bidding, such as the formation of collusion or cartel;

**18.8.5.2.** In the presentation of "fraudulent" documents "adulterated", "false" or "fake";

**18.8.5.3.** In the issue of "false declaration";

**18.8.5.4.** In the definitive conviction for willful practice of tax fraud in the collection of taxes related to this INVITATION FOR BID;

**18.8.5.5.** In the shutdown of the service without good cause and without prior notice to the Administration;

**18.8.5.6.** In the delivery of material "fake" or "adulterated", using trickery to deceive the Administration;

**18.8.5.7.** In the contractual non-performance resulting in serious damage to the Administration; and

**18.8.5.8.** In the recurrence of punishable default practice in the form of item "18.8.4" term of less than 48 (forty eight) months.

**18.9.** For the purposes of this INVITATION FOR BID, as regards to the application of the administrative penalty of temporary suspension of participation in bidding and obstruction to Contract with the Administration, the term "Administration" refers to the COMAER.

**18.10.** It is understood by failure in the performance of this INVITATION FOR BID to not complete the provision of the service in accordance with the technical specifications contained in this INVITATION FOR BID, its ANNEXES and any PURCHASE ORDER.

**18.11.** It is understood by disreputable behavior the intentional conduct of trying to deceive or corrupt the Administration, or any of its agents, to obtain undue advantage.

**18.12.** The Administrative Process' application of declaration of unfitness will be forwarded to the State Defense Minister, through the chain of command and the opinion of COJAER, given the exclusive competence of the sanction by the Minister of State. The application of this penalty will occur in any of the situations below:

**18.12.1.** The CONTRACTED PARTY has suffered definitive conviction for tax fraud;

**18.12.2.** A business or professional committed an unlawful act aimed at frustrating the objectives of the tender;

**18.12.3.** The Administration may find that the company or professional does not have competence to be hired because of committed unlawful acts; or

**18.12.4.** Finding, by the Court of the Union, the occurrence of fraud in connection with the Bid.

  
Renato Alves de Oliveira, Lt Col  
President of BACW's Bidding Commission

  
Nazareno Correia Peregrino, Lt Col  
Chief of BACW Internal Control







**18.13.** The criteria to revoke the Certificate Good Standing with the Administration, which may not exceed **5 (five) years** under the current legislation, will be defined by the Ministry of Defense. Rehabilitation for this sanction may be required by the person concerned after the expiry of **2 (two) years** of its application.

**18.14.** In the event the Certificate of Good Standing is revoked, it will be suggested the application of the penalty which should indicate in the PAAI the purpose to provide rehabilitation of the amount to be reimbursed, with due legal charges and any obligations.

## **19. APPEALS**

**19.1.** The actions of the Administration (BACW), during this Bidding Process, may be appealed as follows:

**19.1.1.** Appeal to the Bidding Commission within **2 (two) business days**, from the date of notification or registration of the minutes of the meeting/session, in the cases of:

**19.1.1.1.** Qualification of the bidder or lack thereof;

Judgment of the proposals;

**19.1.1.2.** Annulment or revocation of the bidding process;

**19.1.1.3.** Denial of a request for application or registration, alteration or cancellation; and

**19.1.1.4.** Imposition of a warning, temporary suspension or fine.

**19.2.** Once a request for appeal has been filed, it will be communicated to the other bidders, which may present counter-arguments within **2 (two) business days**.

**19.3.** The appeal shall be addressed to the Bidding Commission, which may reconsider its decision within **5 (five) business days**, or take it to the higher authority, all of which will be duly notified.

**19.3.1.** A decision shall be made within **5 (five) business day**, of receipt of the request for appeal.


## **20. GENERAL PROVISIONS**

**20.1.** Any doubts arising from the provisions of this INVITATION FOR BID may be the subject of consultation, in writing, with the Bidding Commission in charge of this bidding process, **up to 48 (forty-eight) hours before the delivery of the proposals**.

**20.1.1.** All questions will be consolidated and answered in writing after the deadline for consultation has elapsed. A circular communication will be posted by the Bidding Commission and forwarded to the interested parties that have provided an e-mail address. Those that have not received the information within the established time shall take steps to ensure that they learn about the content of the document.



Renato Alves de Oliveira, Lt Col  
President of BACW's Bidding Commission



Nazareno Correia Peregrino, Lt Col  
Chief of BACW Internal Control

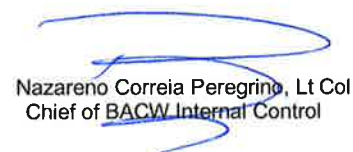




- 20.2.** The interested party shall carefully review the INVITATION FOR BID and its Annexes, as well as all the instructions, terms and conditions, and technical specifications presented, and become familiar with all circumstances or details that may affect the assessment of costs and the terms involved in performing the object of this bidding process.
- 20.3.** The bidders shall be responsible for all costs associated with the preparation and presentation of their proposal. The Administration (BACW) shall not in any way be responsible for those costs, regardless of the proceedings and outcomes of the bidding process.
- 20.4.** Participation in this bidding process implies full acceptance of the terms and conditions established in this INVITATION FOR BID and its Annexes, as well as with the requirement to comply with the provisions herein.
- 20.5.** Any changes or amendments to this INVITATION FOR BID will require its dissemination in the same publication in which the original invitations were posted, with the initial term being postponed, except when the changes do not in any way affect the formulation of proposals.
- 20.6.** If it is not a business day or in any event that prevent the bidding process from being held on the scheduled date, the session will be automatically rescheduled to the following business day at the same time and place previously indicated, unless communicated otherwise by the Bidding Commission.
- 20.7.** In any stage during the bidding process, the Bidding Commission or the Higher Authority may promote diligence intended to clarify or complement the process, provided it does not involve the later inclusion of any document or information that should be made available at the public bidding session.
- 20.8.** The approval of the outcome of this bidding process does not imply a right to being contracted.
- 20.9.** The BACW reserves the right to terminate and revoke this Bidding process at its convenience, at any time, whether before or after the results are known, and at its sole discretion. Revocation of this INVITATION FOR BID will not give rise to any kind of indemnity.
- 20.10.** The terms established in this INVITATION FOR BID and its Annexes do not include the first day, but includes the last day. Deadlines shall fall on regular business days for the Administration (BACW).
- 20.11.** Failure to comply with non-essential requirements may not imply disqualification of the bidding process, if it is in the interest of the public administration and in accordance with equal rights.
- 20.12.** The rules which govern the bidding process shall always be interpreted so as to increase competition among the bidders, provided that it does not jeopardize the interest of the Administration (Brazilian Public Administration), or the principles of equality of rights, the purpose and security of the contracting.
- 20.13.** In the event of discrepancies between the provisions of this INVITATION FOR BID and the other documents of the bidding process, the INVITATION FOR BID will prevail.
- 20.14.** The INVITATION FOR BID and its Annexes may be read and/or obtained at BACW at the address indicated below, during business days, from **8:30 a.m. to 11:30 a.m.**, and **1:30 p.m. to 3:00 p.m.**



Renato Alves de Oliveira, Lt Col  
President of BACW's Bidding Commission



Nazareno Correia Peregrino, Lt Col  
Chief of BACW Internal Control





**20.15.** The records of this administrative proceeding will remain available to all interested parties at the agency located at the address below, during business days from **8:30 a.m. to 11:30 a.m.**, and **1:30 p.m. to 3:00 p.m.(EST)**:

**1701 22<sup>nd</sup> St N.W.**

**Washington, D.C. 20008**

**Ph.: (202) 483 4031**

**Fax: (202) 483 4684**

**e-mail: [con@cabw.org](mailto:con@cabw.org)**

**20.16.** Issues that are not specified will be decided by the Bidding Commission based on the provisions of Law nº 8,666/93 (Brazil), and the applicable legislation.

**20.17.** It is hereby agreed by the parties that the language of this INVITATION FOR BID, for the purpose of documentation, correspondence, and any other interests shall be **ENGLISH**.

**20.18.** The jurisdiction of the Superior Court of Washington D.C. or the U.S. District Court in Washington, DC, is hereby selected, and each party irrevocably submits to such jurisdiction, for the purpose of resolving any disputes arising from this INVITATION FOR BID, pursuant to the provision of Article 123 of Law nº 8,666/93 (Brazil), which establishes that bidding processes and administrative contracting on the part of offices located abroad shall be governed by the applicable laws, rules and regulations of the Federative Republic of Brazil, and, if further guidance is necessary, by basic principles of the laws of Brazil.

Washington DC, April 30<sup>th</sup> 2018.



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Renato Alves de Oliveira, Lt Col  
President of Bidding Commission

**Revised by:**



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Nazareno Correia Peregrino, Lt Col  
Chief of Internal Control





**ANNEX I**

**BASIC PROJECT N.º 22/ADM/2018**

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**BRAZILIAN MINISTRY OF DEFENSE**  
**AERONAUTICAL COMMAND**  
**BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON**

**BASIC PROJECT nº 22/ADM/2018**

**1. PREAMBLE**

1.1 The objective of this project is to supply **04 (four) international moving services needs for household goods, door-to-door, for 04 (four) militaries of the Brazilian Air Force and their family, stationed in USA, for their return to Brazil from the United States upon conclusion of their mission abroad**, according to Decree nº 71.733, of January 18, 1973, which regulates Law 5.809, of October 10, 1972, describing the rights and benefits of civilian and military personnel in missions abroad, complemented by the Aeronautical Command Instruction ICA 35-8/2005.

**2. DEFINITIONS**

2.1 In order to simplify the understanding of the terms used in this Project, please refer to the following definitions:

2.1.1. **BACW** - Brazilian Aeronautical Commission in Washington.

2.1.2. **CONTRACTED PARTY** - Company contracted to supply the services contemplated herein.

2.1.3. **USER** - Brazilian Air Force personnel stationed in the **USA** moving back to **Brazil**.

**3. OBJECT**

3.1 The object of this Basic Project is the contracting of **international moving services of household goods, door-to-door**, as follows:

3.1.1 From **USA: 2235 Rockhurst Blvd – Colorado Springs, CO - 80918.** To **BRAZIL: PIRASSUNUNGA - SP** up to 01 (one) shipment in a **40 foot container**, from origin to final destination;

3.1.2 From **USA: 9200 Thorngate Ct – Montgomery, AL – 36117.** To **BRAZIL: RIO DE JANEIRO - RJ** up to 01 (one) shipment in a **40 foot container**, from origin to final destination;

3.1.3 From **USA**: 1600 N Oak Street, Apt 1526 – Arlington, VA - 22209. To **BRAZIL**: BRASÍLIA - DF up to 01 (one) shipment in a 40 foot container, from origin to final destination; and

3.1.4 From **USA**: 1115 Reserve Champion Dr. – Rockville, MD 20850. To **BRAZIL**: BRASÍLIA - DF up to 01 (one) shipment in a 40 foot container, from origin to final destination.

#### 4. INSURANCE

4.1 The **CONTRACTED PARTY** shall provide insurance coverage for all household goods. Such insurance shall cover all household goods against “**All Risks**”, without any exception, from the point of origin in the USA to the final destination in Brazil.

4.2 The **BACW** shall be responsible for payment of the Insurance Coverage up to **2.75% (two point seventy-five percent)** of declared value, **which is not included in the firm fixed price per shipment**, as follows:

4.2.1 The declared value for item 3.1.1 is up to **US\$ 99,642.70 (From USA/CO to Pirassununga/SP - 40 foot container);**

4.2.2 The declared value for item 3.1.2 is up to **US\$ 99,642.70 (From USA/AL to Rio de Janeiro/RJ - 40 foot container);**

4.2.3 The declared value for item 3.1.3 is up to **US\$ 99,642.70 (From USA/VA to Brasília/DF - 40 foot container); and**

4.2.4 The declared value for item 3.1.4 is up to **US\$ 99,642.70 (From USA/MD to Brasília/DF - 40 foot container).**

4.3 The company awarded the Bid must present the insurance policy prior to the shipment to **Brazil.**

4.4 The cost of the insurance will be refunded upon **presentation of the original insurance policy paid** by the Contracted Party, in accordance with the limits established herein.

4.5 **Any excess insurance costs on declared values higher than the limit declared in the item 4.2 will be assumed by the military himself (upon agreement between Contracted Party and the individual military officer whose goods are the subject of the move) and in no circumstances shall be the responsibility of BACW.**

#### 5. EXPENSES

5.1 All permitted costs resulting from this Basic Project shall be charged to the account of the SDEE, Expense Type (s) 33.90.33 of the National Treasury Management.



6. **OBJECT CHARACTERISTICS**

6.1 The object of this Basic Project is considered plain since the standards of performance and quality are objectively defined by usual market specifications. Therefore, the modality of an Open BID shall be preferably used.

7. **EXECUTION REGIME**

7.1 The object of this Basic Project shall be performed under the form of indirect performance by the **CONTRACTED PARTY**, rather than directly by **BACW**, in the modality of task work for **LOWEST PRICE FOR THE SERVICE**, in accordance with Brazilian law, and the bidding for provision of the services will be held as described in this Basic Project.

8. **SPECIFICATIONS AND CONDITIONS OF TRANSPORT**

8.1 The **CONTRACTED PARTY** agrees to package all household goods at the **USER's** address (point of origin), load container, provide custom clearance, transport between port, airport and bus or trucking terminals all the way to **USER's** new address (in final destination city), unload household goods, unpack and clean all packaging material from the **USER's** residence (destination).

8.2 The **BACW** shall issue and fax/email to the **CONTRACTED PARTY** an official document, "Request for Survey", containing the **USER's** information so the "Survey Inspection" may be scheduled.

8.3 Upon receipt of the Request for Survey, the **CONTRACTED PARTY** shall have up to **05 (five) business days** to contact the **USER** to schedule the Survey Inspection. This **05 (five) business days** period may be extended per request of the **USER**.

8.4 A **CONTRACTED PARTY** representative shall perform the Survey Inspection to identify the type and quantity of packing material needed, as well as any special service, and plan and administer every detail to ensure absolute safety of the household goods, and shall inform the **BACW** of the estimated **WEIGHT** and **VOLUME** of the shipment.

8.5 The **CONTRACTED PARTY** shall provide and deliver, at **USER's** residence, all the packing material needed. After the first delivery, if needed, the **USER** may request additional packing material, in a reasonable quantity, at no additional cost to the **BACW** or the **USER**. All packing material shall be new and specifically designed for international moving.

8.6 The **CONTRACTED PARTY** shall provide all necessary tools to disassemble and pack all household goods with care. The **CONTRACTED PARTY** shall provide at least 03 (three) qualified employees, with at least one being able to speak Portuguese or Spanish fluently. The **CONTRACTED PARTY** shall use the following packing procedure as a minimum required standard to try and guarantee the quality and safeguard of the items being transported:



- 8.6.1. Sofas must be first wrapped with KRAFT paper, then packed with corrugated wrap, and finally tied with the appropriate tapes and ropes;
- 8.6.2. Small marble pieces must be packed with bubble wrap, and the larger pieces, as well as tabletops, must be boxed in a customized crate;
- 8.6.3. Refrigerators, ranges, and washing machines must be packed with corrugated wrap, as well as bubble wraps;
- 8.6.4. Clothing must be packed in appropriate paper or wood boxes. It is mandatory that these boxes be new and unused;
- 8.6.5. China and crystal must be individually wrapped in newspaper, then in KRAFT paper, and finally cushioned in a box with straw or peanut packing;
- 8.6.6. Books, albums DVD, BLU-RAY and CD must be packed in appropriate paper boxes. It is mandatory that these boxes be new and unused;
- 8.6.7. Framed pictures must be first packed with KRAFT paper, then with double face corrugated wrap, and finally tied them with the appropriate tapes;
- 8.6.8. Paintings must be packed in special crates or individually wrapped with KRAFT paper, and then followed by bubble wrap;
- 8.6.9. TV sets, audio systems and appliances, if of regular size must be in proper boxes with wood frame, and those of large size packed with bubble wrap; and
- 8.6.10. China closets and cabinets must be packed with four ply overseas furniture moving pads. These items must be bundled with appropriate belting for the purpose of loading and unloading.

**Important note:** Any change to the requirements above must have prior authorization from the **BACW**.

- 8.7 After all packaging is completed; all household goods **must be loaded in an undamaged container, locked in the presence of the USER and a seal number must be provided for USER's records.**
- 8.8 The **USER** shall be given the option to utilize the **CONTRACTED PARTY's** warehouse at the point of origin, as well as at the destination, for a maximum period of **60 (sixty) calendar days in the aggregate**. Before this period expires, the **CONTRACTED PARTY** must request from the **USER** a written notification requesting an extension of the storage period. The **USER** shall be responsible for any additional charges resulting from such extension agreed upon by both parties. In case the **CONTRACTED PARTY** fails to make such request, any period beyond the **60 (sixty) calendar days** will be considered a delay in delivery.
- 8.9 The **CONTRACTED PARTY** has **60 (sixty) calendar days** after the pick-up date to deliver the household goods to the final destination. The optional **60 (sixty) calendar days** provided for warehouse storage in accordance to section 8.8 of this Annex are excluded from this **60 (sixty) calendar days period**.



**8.10** Failure to comply with the maximum period for completion of the service, as defined in item 8.9 of this Basic Project, can result in a daily fine equivalent to 0.5% (zero point five percent) of the contracted value, starting from **30 (thirty) calendar days** late. This amount will be deducted from the final invoice. Any delays do not exempt the MOVING COMPANY from complying with all other obligations. Penalties will not be applied in cases caused by force majeure, **proved by the CONTRACTED PARTY.**

**8.10.1** FORCE MAJEURE events may include the following:

- a) War;
- b) Catastrophic environmental hazards, such as fire, hurricanes or similar events beyond the MOVING and/or permitted SUB-CONTRACTED Companies' control; and
- c) Public calamity.

**8.11** Upon delivery, the **CONTRACTED PARTY** shall unload, unpack and reassemble all household goods, and remove all packing material used from **USER's** residence. After completion, the **USER** must provide the **CONTRACTED PARTY** with his copy of the Moving Request, duly certified, stating that the services have been satisfactorily performed, after both parties have verified the condition of all household goods. In case part of or all household goods have been damaged or lost, it must be reported on the copy of the "Requisition for Freight of Personal Effects" by noting "EXISTENCE OF DAMAGE" or "MISSING ITEMS", or both, according to the circumstances. **Payment to the CONTRACTED PARTY by the BACW will be conditioned upon the correction of the damages and/or compensation for losses pursuant to an agreement between the USER and the CONTRACTED PARTY.**

**8.12** Customs charges, dock fees, storage charges, demurrage, and other taxes, fees and expenses from the point of origin as well as to the point of destination, shall be included as part of the proposed unit price or Price Quotation for each route.

**8.13** The **CONTRACTED PARTY** shall be responsible for all transportation expenses related to the move.

## **9. DELIVERY LOCATION**

**9.1** All household goods shall be delivered to the address that will be provided by the **USER**, in the city described in the item 3.1.

## **10. CUSTOMS CLEARANCE**

**10.1** The **CONTRACTED PARTY** shall be fully responsible for clearing all household goods through customs within **20 (twenty) calendar days** after their arrival at the destination port. (This period is included in the total **60 (sixty) calendar days** period for delivery set forth in Section 8.9)

**10.2** If customs clearance cannot be obtained within the time frame set forth in section 10.1 above, the **CONTRACTED PARTY** must notify the **BACW** in writing with a status report and explanation, within **05 (five) calendar days** before the above mentioned-period ends.

**10.3** The **USER** will not be authorized to extend the period given to the **CONTRACTED PARTY** for customs clearance without prior authorization from the **BACW.**



- 10.4** The **CONTRACTED PARTY** must notify the **BACW**, when requested, of the status of the Moving Request in progress.
- 10.5** The **CONTRACTED PARTY** will defend, indemnify and hold the **BACW** harmless, from and against any charges or fees that might result from any delay in the return of container after the delivery of the household goods.

**11. PRICE QUOTATIONS**

- 11.1** The **CONTRACTED PARTY** must quote as below indicated in the item 11.3.
- 11.2** The transport services include **ALL CHARGES/EXPENSES** as described below:
- 11.2.1.** Packing, padding, and wrapping;
  - 11.2.2.** Documentation fees;
  - 11.2.3.** Dock and terminal handling charges;
  - 11.2.4.** Ocean freight; and
  - 11.2.5.** Destination services, port charges/storage, demurrage, customs clearance, delivery and unpacking, and other expenses as set forth in Section 8.12.
- 11.3** The proposal price must be presented according to the table below:

ITEM	OBJECT	PRICE
01	From: USA / Colorado Springs, CO - 80918 To: Brazil / Pirassununga, SP, Brazil. (40 FOOT CONTAINER).	US\$
02	From: USA / Montgomery, AL - 36117 To: Brazil / Rio de Janeiro, RJ, Brazil. (40 FOOT CONTAINER).	US\$
03	From: USA / Arlington, VA - 22209 To: Brazil / Brasilia, DF, Brazil. (40 FOOT CONTAINER).	US\$
04	From: USA / Rockville, MD - 20850 To: Brazil / Brasilia, DF, Brazil. (40 FOOT CONTAINER).	US\$

- 11.4** The rate must be specified and the amount written in numbers.

**12. MISCELLANEOUS**

- 12.1** The **BACW** Administrative Department shall be responsible for monitoring all aspects of the future contract or purchase order(s) and the **USER** shall be responsible for receiving, acceptance and certification of services on behalf of BACW.

**12.2** The **CONTRACTED PARTY** must be accessible for the **BACW** daily, by a representative's phone/cell, for eventual coordination/exchange of information, **between 08:00AM and 05:00PM Eastern Time.**

Washington DC, *April* 30<sup>th</sup>, 2018.

Prepared by:



ALEXANDER SANTOPIETRO DE SOUSA, Lt Col

Chief of the Administrative Division

Verified by:



NAZARENO CORREIA PEREGRINO, Lt Col

Chief of Internal Control

Approved by:



LEONARDO GUEDES, Col

Chief of the BACW



# **ANNEX II**

## **PRICE PROPOSAL MODEL**



## Price Proposal – Annex II

MINISTRY OF DEFENSE  
AERONAUTICAL COMMAND  
BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON D.C.

PAGE 1 of 2

### Part 1 Representative Identification

Representative Name

Last Name

Given Name

Middle Name

--	--	--

Identification Number

E-mail Address

--	--

Phone Number

Fax Number

--	--

Company's Name

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The company mentioned above, makes a proposal of the **LOWEST PRICE PER ITEM**, according to terms, quantities, price limits and other applicable requirements established in the Bid Announcement, and BASIC PROJECT, Annex I of the INVITATION FOR BID **181940/CABW/2018** to supply **04 (four) international moving services needs for household goods, door-to-door, for 04 (four) militaries of the Brazilian Air Force and their family, stationed in USA, for their return to Brazil from the United States upon conclusion of their mission abroad, with all interstate moving services for such households.**

### Part 2 Statements

Initial of the representative

1	<p>The amount presented as an ESTIMATED AMOUNT does not indicate any future commitment by BACW and was obtained from estimated values.</p> <p>The Global Prices quoted for each moving service shall include all costs arising from the performance of the service, whether direct or indirect, not being limited to what it is described below: all inputs such as packing, padding, wrapping, documentation fees, dock and terminal handling charges, ocean freight, destination services, port charges/storage, demurrage, customs clearance, delivery and unpacking, fees and/or taxes and expenses associated therewith, social contributions, expenses, transportation door-to-door, warehousing, labor, customs clearance, social security, fiscal, administration fees, consumption materials, etc. and all other fees necessary for full compliance with the object of the contract. The BACW will only pay the amount set forth on the proposal and the insurance, as described on the Item 1.4.2 of the Invitation for Bid.</p>	(place initial)
2	<p>We hereby acknowledge the content of INVITATION FOR BID and its Annexes, fully and irrevocably accepting its terms and requirements, as well as all relevant legislation.</p> <p>This price proposal shall be valid for 60 (sixty) days starting on the date on which proposals are opened, after which time it shall be subject to confirmation by our Company.</p>	(place initial)
3	<p>The Company declares that it will meet all of the requirements listed in the Bid Announcement, and Basic Project, Annex I of the Invitation for Bid <b>181940/CABW/2018</b>, and will continue to meet said requirements for the duration of the services to be provided thereunder.</p>	(place initial)
4	<p>The <b>LOWEST PRICE PER ITEM</b> includes all the services demanded by the Basic Project which is the supply of <b>04 (four) international moving services needs for household goods, door-to-door, for 04 (four) militaries of the Brazilian Air Force and his family stationed in USA, for their return to Brazil from the United States upon conclusion of their mission abroad, in accordance with item 1 of the Invitation For Bid.</b></p>	(place initial)

Renato Alves de Oliveira, Lt Col  
President of BACW's Bidding Commission

Nazareno Correia Peregrino, Lt Col  
Chief of BACW Internal Control



## Price Proposal – Annex II

MINISTRY OF DEFENSE  
AERONAUTICAL COMMAND  
BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON D.C.

PAGE 2 of 2

### Part 3 Bank Information

Bank Name:

Branch:

Checking Account:

Other:

### Part 4 Price Proposal


ITEM	OBJECT	PRICE PER ITEM
01	From <b>USA</b> : <u>2235 Rockhurst Blvd – Colorado Springs, CO - 80918.</u> To <b>BRAZIL</b> : <u>PIRASSUNUNGA - SP</u> up to 01 (one) shipment in a <b>40 foot container</b> , from origin to final destination.	US\$
02	From <b>USA</b> : <u>9200 Thorngate Ct – Montgomery, AL – 36117.</u> To <b>BRAZIL</b> : <u>RIO DE JANEIRO - RJ</u> up to 01 (one) shipment in a <b>40 foot container</b> , from origin to final destination.	US\$
03	From <b>USA</b> : <u>1600 N Oak Street, Apt 1526 – Arlington, VA - 22209.</u> To <b>BRAZIL</b> : <u>BRASÍLIA - DF</u> up to 01 (one) shipment in a <b>40 foot container</b> , from origin to final destination.	US\$
04	From <b>USA</b> : <u>1115 Reserve Champion Dr. – Rockville, MD 20850.</u> To <b>BRAZIL</b> : <u>BRASÍLIA - DF</u> up to 01 (one) shipment in a <b>40 foot container</b> , from origin to final destination.	US\$

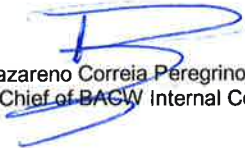
### Part 5 Authentication

Representative printed name

Representative signature

Date of signing

  
Renato Alves de Oliveira, Lt Col  
President of BACW's Bidding Commission

  
Nazareno Correia Peregrino, Lt Col  
Chief of BACW Internal Control



# **ANNEX III**

## **WAIVER OF THE RIGHT TO APPEAL**

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DEFENSE MINISTRY  
 AERONAUTICAL COMMAND  
 BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON

WAIVER OF THE RIGHT TO APPEAL

The company \_\_\_\_\_, through  
 its, \_\_\_\_\_ duly \_\_\_\_\_ authorized \_\_\_\_\_ representative  
 \_\_\_\_\_ ID Number: \_\_\_\_\_,  
 hereby expressly waives the right of appeal provided for in the Law 8,666/93, with the changes  
 arising from Law no. 8,883/94, with no objection to the continuance of this phase of the event.

Phase of the Bidding Process: ( ) Qualification Documents ( ) Judgment of Price Proposals

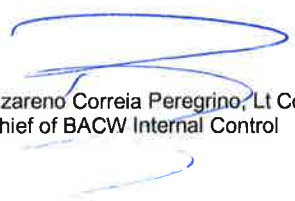
\_\_\_\_\_, \_\_\_\_\_ / \_\_\_\_\_ / 2018.  
 (City- State) (Date)

**COMPANY SEAL**

Paper preferably,  
 bidder's letterhead

\_\_\_\_\_  
 Signature  
 Printed Name

ID Number \_\_\_\_\_  
  
 Renato Alves de Oliveira, Lt Col  
 President of BACW's Bidding Commission

  
 Nazareno Correia Peregrino, Lt Col  
 Chief of BACW Internal Control