

BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON D.C.



REPUBLISHING
INVITATION FOR BID #201845/CABW/2020
(PAG 67102.201845/2020-03)



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

REPUBLISHING INVITATION FOR BID #201845/CABW/2015
(PAG 67102.201845/2020-03)

Approved on: August 05, 2020

ROBERTO MARTIRE PIRES, Col
Head of BACW

Legal Support: 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, to be adjudicated based on the **LOWEST GLOBAL PRICE**, in accordance with this REPUBLISHING 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 REPUBLISHING 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 legality, impartiality, moral, equality and transparency.

Date of delivery and opening of envelopes:		August 27, 2020	
Time:	11:00 a.m. (Eastern Standard Time)		
Address:	1701 22nd St N.W. Washington D.C 20008	Phone:	(202) 483-4031
		Fax:	(202) 483-4684
		E-mail:	chf.dlc.cabw@fab.mil.br

Accreditation:	August 27, 2020
Time:	11:00 a.m. (Eastern Standard Time)



1. DEFINITIONS

1.1. With the objective of clarifying the understanding of terms and definitions and simplify the draft of its text, the acronyms with its respective meanings were adopted and noted as following:

1.1.1. **BACW** – Brazilian Aeronautical Commission in Washington;

1.1.2. **BASIC PROJECT** - According to the Brazilian Law 8.666, from June 21st, 1993, it is the set of instructions, with the adequate precision level to define the task or service, or set of tasks, which will constitute the object of the Bidding Process. It is prepared based on the directive of preliminary studies, which ensure the technical feasibility and the appropriate handling of the project, and the environmental impact, while allowing the cost analysis of the tasks or services and defining the methods and timeframes for its fulfillment.

1.1.3. **COMAER** – Air Force Command;

1.1.4. **COMREC** – Receiving Commission formed by, at least three members of the CONTRACTING PARTY, representing the Brazilian Air Force Command before the CONTRACTED PARTY. The task of this Receiving Commission is to receive the items, which consist the object of the services being contracted;

1.1.5. **CONTRACTED PARTY** – Private Company (companies) being contracted for the supply of the services that are object of this INVITATION FOR BID or CONTRACT;

1.1.6. **CONTRACTING PARTY** – The Brazilian Federal Government, represented by the Brazilian Aeronautical Command, through BACW;

1.1.7. **ICA** – Air Force Command Directives;

1.1.8. **INSURANCE POLICY** – Document that puts an indemnity cover into effect serves as a legal evidence of the insurance agreement, sets out the exact terms on which the indemnity cover has been provided, and states associated information such as the specific risks and perils covered, duration of coverage, amount of premium, mode of premium payment, and deductibles, if any;

1.1.9. **OM** – Military Organization;

1.1.10. **PAG** – (*Processo Administrativo de Gestão*) *Administrative Process Management*;

1.1.11. **SUPERVISOR** – Administrative officer especially appointed by the CONTRACTING PARTY as it's representative to monitor and oversee the fulfillment of the CONTRACT, in which case, the contracting of a third party is permitted to assist and support the SUPERVISOR with information concerning the his tasks, should his technical knowledge not be sufficient to perform them. The SUPERVISOR is responsible for receiving and forwarding all communication, estimates and approvals. The SUPERVISOR is also



responsible for forwarding the estimates for the approval for BACW's EXPENSE SUPERVISOR;

2. OBJECT

2.1. The objective of this bidding process is contracting of a Life Insurance Policy for the contracted employees who work for the Brazilian Aeronautical Commission in Washington – BACW, and for the Brazilian Defense and Aeronautics Department in the United States and Canada, providing wage replacement and medical benefits, in the course of employment, according to terms, quantities, price limit and other applicable requirements established in the BASIC PROJECT 15/ADM/2020, Annex I.

2.2. The contracting value is estimated to be a maximum of **US\$ 37,884.24**

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

- ANNEX I – Basic Project;
- ANNEX II – Price Proposal Model; and
- ANNEX III – Contract Draft.

3. SERVICE DESCRIPTION

3.1. The services that are the object of this REPUBLISHING INVITATION FOR BID **shall be performed according to the Basic Project, Annex I.**

4. PARTICIPATION REQUIREMENTS

4.1. Interested companies, registered with BACW or not, that are related to the object of this bidding may participate in this Bidding Process, pursuant to the provisions of the respective acts that established the bidding. The BACW will select and invite at least three (3) companies.

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

- 4.2.1.** Bankruptcy, legal restructuring, or extrajudicial reorganization;
- 4.2.2.** Dissolution or liquidated;
- 4.2.3.** Suspended from participating in bidding processes or have a note of failure on the execution of a contracting in your registration in BACW in the last 3 months;
- 4.2.4.** Barred from participating in bidding processes and entering into a Contract agreement with the Brazilian Federal Government;



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

4.2.6. That is part of a consortium, or joint venture that is separately participating in the bidding, or control or is controlled by another entity participating in the bidding process.

5. ACCREDITATION

5.1. The bidder, or its representative shall report to the Bidding Commission at the place, date and time indicated in the preamble to this REPUBLISHING INVITATION FOR BID for the purpose of conducting the registration of the participants in this Bidding Process, with his/her photo ID card, or other identification document, along with the document granting him/her powers to express opinions during the bidding procedures.

5.1.1. 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.

5.2. 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.

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

5.2.2. A power of attorney document 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.

5.3. A registered representative may only represent one bidder.

6. PRICE PROPOSAL

6.1. Each bidding participant shall present one envelope containing its price proposal.

6.2. The Envelope may be forwarded by Postal Service or other similar delivery service, with return receipt requested, and must be delivered at least prior to the opening of the public session at **11:00 a.m.** (Eastern Standard Time) of **8/27/2020**. Envelopes may also be presented in person to the Bidding Commission in the public session at **11:00 a.m.**

6.2.1. The envelope must be labeled as follows::



C/O BIDDING COMMISSION – RIFB # 201845/CABW/2020
BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON
1701 22nd Street N.W. Washington, DC 20008

SESSION ON **08/27/2020** at **11:00 A.M. EST**

[NAME OF THE COMPANY]

- 6.2.2.** Envelopes delivered that do not follow the instructions above will not be accepted as a proposal.
- 6.3.** The proposal 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.
- 6.3.1.** When presenting the PRICE PROPOSAL, the bidder must provide the price for the insurance policies individually. However, the criteria for HOMOLOGATION AND ADJUDICATION shall be the LOWEST GLOBAL PRICE.
- 6.3.2.** The GLOBAL PRICE will be obtained by the sum of each quoted insurance.
- 6.3.3.** The proposal shall include all the services demanded by the BASIC PROJECT, ANNEX I, as well as 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 fees and/or taxes, social contributions, expenses, labor, social security, fiscal, administration fees, equipment, materials, and all other fees necessary for full compliance with the object of the CONTRACT.
- 6.3.3.1.** If there are discrepancies between the written and number amounts, the written amount will prevail, and BACW will undertake the necessary corrections.
- 6.3.3.2.** All data provided by the bidder shall fully reflect the costs specified and the profit margin intended.
- 6.4.** The validity of the proposal shall not be less than ninety **(90) days** from the day of the Bidding Commission public session.
- 6.5.** Under no circumstances shall the content of the submitted proposals be changed, neither with regard to price nor any other terms or conditions that imply any alteration to the original proposal. Exceptions are allowed only when these are formal changes intended to resolve errors or mistakes that have no substantive impact or alteration to the content of the bid or the aforementioned terms and conditions, and provided they will not cause any adverse impact to the other bidders.



- 6.6. Errors in filling out the proposal should not warrant elimination of the proposal when it is possible to make adjustments without the need to increase the prices offered, and provided it is demonstrated that the amount will be sufficient to cover all costs of the Contract.
- 6.7. The changes addressed under this sub item shall be submitted to the Commission for review, with the appropriate consent of all bidders.
- 6.8. No complaints with regard to the proposals will be admitted, after they are duly recorded in the minutes.
- 6.9. After qualification, it is not possible to withdraw a proposal, unless for cause due to a supervening fact as accepted by the Commission.
- 6.10. The total service value is estimated to be a maximum of **US\$ 37,884.24**.
- 6.11. The price proposal must be presented in AMERICAN DOLLARS.

7. PROCEDURE FOR OPENING ENVELOPES

- 7.1. On the date, time and place indicated in this REPUBLISHING INVITATION FOR BID, in a public act, before the bidders present, the Permanent Bidding Commission will receive **the PRICE PROPOSAL envelope**.
- 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 ENVELOPE has passed, no other documents will be received, nor will there be accepted any addendum or clarifications regarding the price proposal submitted.
- 7.3. PRICE PROPOSAL ENVELOPE of the bidders will be opened during the session.
- 7.4. The price proposals from the bidders will be judged according to the requirements set forth in this REPUBLISHING INVITATION FOR BID.
- 7.5. During all public acts, detailed minutes will be prepared and signed by the members of the Commission and the bidders' legal representatives in attendance.

8. REVIEWING THE PRICE PROPOSAL

- 8.1. The criterion for reviewing the proposal will be the **LOWEST GLOBAL PRICE**.
- 8.2. It will be **DISQUALIFIED** any proposal which:
- 8.2.1. Does not comply with Item 6 of this REPUBLISHING INVITATION FOR BID;



- 8.2.2.** Is flawed or illegible, it is not specific or presents with irregularities and flaws that hinders its review;
- 8.2.3.** Is not in compliance with any requirement set forth in this REPUBLISHING INVITATION FOR BID or the Basic Project;
- 8.2.4.** Includes advantages that are not provided for in the REPUBLISHING INVITATION FOR BID, including subsidized financing, lack of any required due dates, or prices or advantages that are based on offers presented by the another bidder;
- 8.2.5.** Presents prices that are unrealistic in the sense that its 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;
- 8.2.5.1.** Under these circumstances, the bidder will have **twenty-four (24) hours** to demonstrate the feasibility of the prices included in its proposal, under the penalty of being disqualified.
- 8.3.** 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.
- 8.4.** Once the price proposal which does not meet the requirements of the foregoing items is disqualified, the remaining proposals will be qualified from lowest to highest.
- 8.4.1.** Should there be a tie among the proposals, a draw will be conducted. The names of the bidders that are tied will be placed in a sealed box, from which they will be drawn and classified on the basis of the order in which they were drawn.
- 8.4.2.** After thirty minutes, the draw will be conducted, regardless of whether the companies or their representatives are in attendance.
- 8.5.** Bidders will be notified of the results of bidding through publication. 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 meeting minutes.

9. HOMOLOGATION AND ADJUDICATION

- 9.1.** The bidding process will be submitted to the appropriate authority, which will proceed to ratify it and adjudicate the object to the winning bidder.
- 9.2.** The Adjudication will be done based on the **LOWEST GLOBAL PRICE**.

10. TERMS

- 10.1.** Term of Validity



10.1.1. The contract shall be valid for 12 months, starting on **XX/XX/2020**, after the CONTRACT and the POLICIES are signed, and may be renewed, if the Administration is interested in doing so.

10.1.2. The policy MUST cover the initial period of 1 year (12 months), from **XX/XX/2020** until **XX/XX/2021**.

10.2. Start of the service

10.2.1. The execution of the service will start on **XX/XX/2020**, after the CONTRACT and the INSURANCE POLICY are signed by BACW's Chief.

10.3. Extending the Contract

10.3.1. The CONTRACTED PARTY does not have a right to unilaterally extend the Contract. The Contract may only be extended by agreement between the parties and by signing of an Amendment, which will lead to the renewal of the INSURANCE POLICY.

10.3.2. Based on the Brazilian Law 8666/1993, which regulates the Bids, Contracts and Purchases made by the Brazilian Government Organizations, the BACW, IN ACCORDANCE with the CONTRACTED PARTY, considering prices, advantages and obligations, MAY renew the contracted policy up to a total period of 60 months.

11. PRICE ADJUSTMENT

11.1. Pursuant to Article 65, § 1, of Law nº 8.666/93 (Brazil), a CONTRACTED PARTY is required to accept, under the same terms and conditions, any changes involving addition or subtraction, that may be necessary, up to the limit of twenty-five percent (25%) of the original total amount of the Contract.

11.2. The set of increases and the set of decreases shall be calculated based on the original total amount of the Contract

11.3. Increase above 25% can never be accepted, but the total amount of the CONTRACT may decrease by more than 25% (twenty five percent) given the possibility of execution being less than the amount estimated by BACW, due to the needs of the CONTRACTING PARTY. The submission of the proposal in the Bidding Process constitutes acceptance of this condition by both parties, providing that the CONTRACTED PARTY accepts that the value of the Contract may so decreased by the CONTRACTING PARTY at its discretion and that such decrease may be more than 25%.



12. OBLIGATIONS OF THE CONTRACTING PARTY AND THE CONTRACTED PARTY

12.1. The obligations of the CONTRACTING PARTY and CONTRACTED PARTY are established in the Basic Project, the CONTRACT and other obligations provided for in this REPUBLISHING INVITATION FOR BID.

13. PAYMENT

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

13.2. An Invoice shall be issued by the CONTRACTED PARTY in accordance with the following procedures:

13.2.1. Payment shall only be made, after the appropriate official's "approval" of the Invoice provided by the CONTRACTED PARTY.

13.2.2. 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

13.2.3. 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.

13.3. Payment shall be made through a bank order of credit, deposit in a bank account, at the branch or bank agency indicated by the CONTRACTED PARTY, or through any other means provided for under the legislation in effect.

13.4. The date of payment shall be considered the date when the bank order of payment is actually made.

13.5. 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 the Contract.

14. MONITORING

17.1. The performance of the CONTRACT will be subject to follow up, control, monitoring, and assessment by the SUPERVISOR of the CONTRACTING PARTY.



17.2. Following up, controlling, supervising, and assessing, as described in this item, does not exclude the CONTRACTED PARTY's responsibility, nor does it confer upon the CONTRACTING PARTY due responsibility, including vis-à-vis third parties, for any irregularities or damages in the performance of the contracted services.

17.2.2. The CONTRACTING PARTY reserves the right to reject, in whole or in part, the services contracted that are not provided in accordance with the REPUBLISHING INVITATION FOR BID, its Annexes, and the Contract.

17.2.3. The determinations and requests made by the SUPERVISOR of the CONTRACTING PARTY in charge of supervising the Contract shall be immediately met by the CONTRACTED PARTY, or otherwise justified in writing.

17.2.4. Verification of adequacy in the provision of service shall be carried out based on the criteria provided for in the BASIC PROJECT.

17.3. The services that are the object of the CONTRACT shall be received by COMREC, which is responsible for the following:

17.3.2.1. Ensure that the CONTRACTED PARTY will follow the description of all the services that are the object of the BASIC PROJECT and the INSURANCE POLICY;

17.3.2.2. Receive services or reject them according to the specifications set forth in the BASIC PROJECT and the INSURANCE POLICY, in up to ten (10) calendar days;

17.3.2.3. Once approved, the invoices are sent to BACW's Contract Department, followed by a Statement of Receipt, within 5 (five) 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

17.3.2.4. All proposals, questions, discrepancies and difficulties encountered during the execution of the CONTRACT, or that require an evaluation shall be presented to the CONTRACT Supervisor for approval and/or a determination must be approved by the Chief of BACW.

15. BUDGETARY APPROPRIATION

15.1. The expenses arising from this contract shall be paid with resources of the item 339039 – SERVICES, received by BACW from the Plan of Action of the Aeronautical Command, based in the Brazilian General Budget for the Brazilian Fiscal Year.



16. VIOLATIONS AND ADMINISTRATIVE SANCTIONS

16.1. Failure to complete the Contract in whole or in part or any violation of the obligations listed in this REPUBLISHING INVITATION FOR BID and in the Contract shall subject the CONTRACTED PARTY, notwithstanding other civil liability, while ensuring due process, to the following penalties:

- a) A warning for minor violations, which for these purposes mean those that do not result in significant losses to the object of the Contract;
- b) Compensatory fine of up to one percent (1%) of the total amount of the Contract;
- c) Suspension from participating in a bidding process and entering into an agreement with the Administration (BACW) for two (2) years;
- d) Declaration of bad standing to participate in a bidding process and enter into an agreement with the Public Administration (Brazil) for as long as the reasons resulting in the punishment remain and until when it is rehabilitated by the Administration (BACW), which shall be granted, provided that the CONTRACTED PARTY compensates the Administration (BACW) for the losses resulting from its violations, provided the suspension time described in the previous sub item has elapsed.

16.2. The penalties provided for will be applied through an administrative proceeding that ensures due process and ample defense, while following the procedure provided for under Law nº 8,666/93 (Brazil), and also Law nº 9,784/99 (Brazil).

16.3. While applying the penalties, BACW shall take into account the seriousness of the violation, the educational character of the penalty as well as the damage that was caused to the administration (BACW), following the principle of proportionality.

16.4. Participation in this bidding process and submission of its proposal constitutes acceptance by the winning bidder (CONTRACTED PARTY) constitutes acceptance of the validity of these penalties and sanctions.

17. APPEALS

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

17.1.1. Appeal to a higher authority within **two (2) business days**, from the date of notification or registration of the minutes of the meeting/session, in the cases of:

- 17.1.1.1.** Qualification of the bidder or lack thereof;
- 17.1.1.2.** Judgment of the proposals;
- 17.1.1.3.** Annulment or revocation of the bidding process;



17.1.1.4. Denial of a request for application or registration, alteration or cancellation;

17.1.1.5. Termination of the Contract, unilaterally by the Administration (BACW) for cases provided for under item I, Article 79 of Law nº 8,666/93;

17.1.1.6. Imposition of a warning, temporary suspension or fine.

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

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

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

18. GENERAL PROVISIONS

18.1. Any doubts arising from the provisions of this REPUBLISHING INVITATION FOR BID may be the subject of consultation, in writing, with the Bidding Commission in charge of this bidding process, up to 48 hours before the delivery of the proposals.

18.1.1. 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.

18.2. The interested party shall carefully review the REPUBLISHING INVITATION FOR BID and its Annexes, as well as all the instructions, terms and conditions, and Basic Projects 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.

18.3. 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.

18.4. Participation in this bidding process implies full acceptance of the terms and conditions established in this REPUBLISHING INVITATION FOR BID and its Annexes, as well as with the requirement to comply with the provisions herein.

18.5. Any changes or amendments to this REPUBLISHING INVITATION FOR BID will require its dissemination in the same publication that the original invitations was posted, with the initial



term being postponed, except when the changes do not in any way affect the formulation of proposals.

18.6. 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.

18.7. 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.

18.8. The approval of the outcome of this bidding process does not imply a right to being contracted.

18.9. The BACW reserves the right to terminate and revoke this Bid at its convenience, at any time, whether before or after the results are known, and at its sole discretion. Revocation of the Bid will not give rise to any kind of indemnity.

18.10. The terms established in this REPUBLISHING 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).

18.11. 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.

18.12. 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 equal rights, the purpose and security of the contracting.

18.13. In the event of discrepancies between the provisions of this REPUBLISHING INVITATION FOR BID and the other documents of the bidding process, the REPUBLISHING INVITATION FOR BID will prevail except that the Contract executed by the winning bidder and BACW shall govern their relationship going forward.

18.14. The REPUBLISHING 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.



18.15. 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), after previously scheduled time:

1701 22nd St. N.W.

Washington, D.C. 20008

Ph.: (202) 483 4031

Fax: (202) 483 4684

E-mail: chf.dlc.cabw@fab.mil.br

18.16. 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. Any disputes arising in connection with this bidding process 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. The United States District Court of Washington, D.C., shall be the court in which any action or proceedings that might arise in connection with the bidding process must be filed and adjudicated, and the parties irrevocably submit to the exclusive jurisdiction of such court.

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

Washington, D.C., August 05, 2020.

Leandro F. Roman, Lt Col
BACW's President of the Bidding Commission

Thiago Dellazari Melo, Lt Col
Chief of BACW's Bidding and Contracts Division