

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



**REPUBLISHING  
INVITATION FOR BID 202989/CABW/2020  
PAG 67102.202989/2020-79**



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

REPUBLISHING  
INVITATION FOR BID 202989/CABW/2020  
PAG 67102.202989/2020-79

Approved on: November 17, 2020

ROBERTO MARTIRE PIRES Col  
Commanding Officer  
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** (Letter A, Sub-item VIII of Article 6 of Brazilian Law 8,666/93), in accordance with this Republishing Invitation for Bid and its Annexes. The bidding procedures will follow the principles of the Brazilian Federal Law nº 8,666/93, its related legislation, and the other requirements provided in this Invitation to 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 the Law nº 8,666 from 06/21/1993, regarding legality, impartiality, moral, equality, and transparency.

Date of delivery and opening of envelopes:	<b>November 25, 2020</b>
Time:	<b>11:00 a.m.</b> (Eastern Standard Time)

Address:	1701 22nd St N.W. Washington, D.C 20008	Phone:	(202) 483-4031
		Fax:	(202) 483-4684
		E-mail:	<a href="mailto:chf.dlc.cabw@fab.mil.br">chf.dlc.cabw@fab.mil.br</a>

Accreditation:	<b>November 25, 2020</b>
Time:	<b>11:00 a.m.</b> (Eastern Standard Time)



## 1. DEFINITIONS

1.1. In order to facilitate the comprehension of terminology and to simplify text composition, the following abbreviations and expressions were adopted, followed by their definitions hereafter:

- 1.1.1. ADD-ON – Features that are charged monthly and can be added to service plans individually;
- 1.1.2. ATI – Information Technology Division;
- 1.1.3. B2B – Business to Business System;
- 1.1.4. BACE or CABE – Brazilian Aeronautical Commission in Europe;
- 1.1.5. BACW or CABW – Brazilian Aeronautical Commission in Washington DC;
- 1.1.6. CELOG – Air Force Logistics Division;
- 1.1.7. CIAER – Air Force Intelligence Division;
- 1.1.8. COMAER – Brazilian Aeronautical Command;
- 1.1.9. COMREC – Goods and Services Receiving Commission;
- 1.1.10. CONTRACTED PARTY – the natural person or legal entity contracted to perform the services;
- 1.1.11. CONTRACTING PARTY- Brazilian Aeronautical Commission in Washington, DC (BACW);
- 1.1.12. EBL – Brazilian Liaison Office in Ohio;
- 1.1.13. GLOBAL PRICE – BID submitted by a Bidder including all the services to be performed in a 12 month's period;
- 1.1.14. ICA – Aeronautical Command Directive;
- 1.1.15. IFB – Invitation for Bid;
- 1.1.16. IP – Internet Protocol;
- 1.1.17. IIT – Information Technology;
- 1.1.18. Mbps – Megabits per Second;
- 1.1.19. MO- Military Organization;
- 1.1.20. MOBILE INSURANCE - Includes Coverage for loss, theft, accidental damage, liquid damage, and out-of-warranty malfunction;
- 1.1.21. Modem – Digital Modulator and Demodulator;
- 1.1.22. MONITOR- the individual or commission –representing the CONTRACTING PARTY before the CONTRACTED PARTY, appointed to systematically monitor the fulfillment of contractual terms and complementary orders issued by the Government, in all their aspects;
- 1.1.23. OM – Military Organization;
- 1.1.24. PAG – Administrative Management Process;
- 1.1.25. PB – Basic Project;
- 1.1.26. PRI – Primary Rate Interface;
- 1.1.27. PROVIDER AGREEMENT – A document with terms and conditions from the provider in order to perform the services that are described in this Basic Project;
- 1.1.28. PTRES – Summary Work Program;
- 1.1.29. RFQ – Request for Quote;
- 1.1.30. RICA – Air Force Command Internal Regulations;



- 1.1.31. SILOMS-EXT** – Air Force System that is used to process requisitions, quotes, map approvals, and overseas procurement commitments;
- 1.1.32. START-UP FEE** – Costs related to the account set-up which shall include the cost of the devices (if these costs could not be paid in 24 installments), sim card costs, and any other cost to be paid at the first bill that will not be included in the following bills;
- 1.1.33. TERM OF RECEIPT** – Document issued by the COMREC attesting and accepting services performed;
- 1.1.34. USER** – Individual assigned by BACW's Chief to use the services described in this BASIC PROJECT;
- 1.1.35. VPN** – Virtual Private Network.

## **2. OBJECT**

- 2.1.** The contracting of a bundle landline phone with high-speed Internet service package, for BACW's headquarters in Washington D.C., and its warehouse building in Maryland.
- 2.2.** The landline phone service consists of 60 extension lines to be installed at BACW's headquarters, located at 1701 22nd Street, N.W., Washington, D.C., 20008, and 10 extension lines to be installed at BACW's warehouse building, located at 4601 Beech Road, Temple Hills, MD, 20748.
- 2.3.** The high-speed Internet service consists of 4 access connections:
  - 2.3.1.** Warehouse building: One 300Mbps download speed connection, nominal value, in addition to modem equipment lending, with 5 static IPs;
  - 2.3.2.** Warehouse building: One 150Mbps download speed connection, nominal value, in addition to modem equipment lending, with 5 static IPs;
  - 2.3.3.** BACW's headquarters: One 300Mbps download speed connection, nominal value, in addition to modem equipment lending, with 5 static ips; and
  - 2.3.4.** BACW's headquarters: One 150Mbps download speed connection, nominal value, in addition to modem equipment lending, with 5 static ips.
- 2.4.** The provider should offer 24-hour maintenance service support for troubleshooting.
- 2.5.** The service is expected to be available in the region of BACW's headquarters in Washington, D.C., and in the region of BACW's warehouse building in Temple Hills, MD.
- 2.6.** For all intents and purposes, this Invitation for Bid includes the following annexes:



**ANNEX I – BASIC PROJECT;**  
**ANNEX II - PRICE PROPOSAL MODEL.**

**2.7.** The services that are object of this INVITATION FOR BID shall be performed on the basis of indirect execution, at the Lowest Global Price, according to the **ANNEX I – BASIC PROJECT N. 20/ATI/2020.**

**3. PARTICIPATION REQUIREMENTS**

**3.1.** 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.

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

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

**3.2.2.** Dissolution or liquidated;

**3.2.3.** 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;

**3.2.4.** Barred from participating in bidding processes and entering into a Contract agreement with the Brazilian Federal Government;

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

**3.2.6.** 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.

**4. QUALIFICATION**

**4.1.** Due to the object of this Bidding Process, QUALIFICATION DOCUMENTS are not required to be presented, in accordance with Brazilian Law nº 8,666/1993, Art. 32, § 1º.

**5. PRICE PROPOSAL**

**5.1.** Each bidding participant shall present the price proposal by mail or e-mail containing the price proposal duly signed.

**5.2.** If sent by mail, the price proposal shall be delivered in a sealed envelope, with an initial on the flap and identified with the name of the bidder. On the outside, they should include the following:

**C/O BIDDING COMMISSION – BID # 202989/CABW/2020**  
BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON  
1701 22nd Street N.W. Washington, DC 20008

SESSION ON **NOVEMBER 25, 2020 at 11:00 A.M. EST**

**[NAME OF THE COMPANY]**



5.3. If the Bidder decides to send the price proposal by e-mail, the duly signed PRICE PROPOSAL shall be send to [chf.dlc.cabw@fab.mil.br](mailto:chf.dlc.cabw@fab.mil.br) with the following subject: **C/O BIDDING COMMISSION – BID # 202989/CABW/2020**

5.4. .

5.5. The Envelopes may be forwarded by Postal Service or other similar delivery service, with return receipt requested, and must be delivered at least at the opening of the public session at **11:00 a.m.** (Eastern Standard Time) of **NOVEMBER 25, 2020.**

5.6. The E-mail may be forwarded least at the opening of the public session at **11:00 a.m.** (Eastern Standard Time) of **NOVEMBER 25, 2020.**

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

5.6.2. Envelopes or e-mails delivered that do not follow the instructions above will not be accepted as a proposal.

## **6. PRICE PROPOSAL**

6.1. The 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 the BASIC PROJECT, Annex I. The proposal shall include:

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

6.1.1.1. The service 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 fees and/or taxes of invoice, social contributions, duties and taxes, and all other fees necessary for full compliance with the object of the INVITATION, in accordance with the Basic Project.

6.1.1.2. All data provided by the bidder shall fully reflect all costs and the profit margin intended.

6.1.1.3. Costs identified as funding or other non-specific terms shall not be accepted in the price proposal.

6.1.1.4. Tax rates quoted by the bidder shall not exceed the limits established under applicable tax legislation.

6.1.2. The validity of the proposal shall not be less than ninety **(90) days** from the day the bidding process is officially initiated.

6.2. 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 immaterial errors or mistakes, without any alteration to the substantive content of the proposal or the aforementioned terms and conditions, and provided they will not cause any adverse impact to the other bidders.



**6.3.** Errors in filling out the proposal should not warrant disqualification 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.

**6.4.** The changes addressed under this item shall be submitted to the Bidding Commission for review.

**6.5.** The Bidding Commission may perform the correction of any of the above-described errors, or it can request the Bidder to submit the corrected proposal.

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

**6.7.** The Price Proposal must include all costs related to the performance of the service, including but not limited to: Surcharges, Taxes, Administrative fees, START-UP FEE, monthly payments for a 12 months period in order to achieve the GLOBAL PRICE.

**6.7.1.** The GLOBAL PRICE must reflect the maximum amount to be paid by the CONTRACTING PARTY in a period of 12 months including, if it is the case, all the options for all service plans, device costs, and any other features that can be foreseen during the given period.

**6.8.** The GLOBAL PRICE is the maximum amount to be paid by the CONTRACTING PARTY during 12 months-period. However, the CONTRACTING PARTY will perform monthly payments for the services.

**6.8.1.** The charging for the services must be informed in a detailed monthly INVOICE per service plans.

**6.9.** If the CONTRACTED PARTY requires a PROVIDER AGREEMENT, the document must be attached to the price proposal.

**6.10.** The services value is estimated to be a maximum of US\$ 23,210.64 for a 12-month period.

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

**7.1.** On the date, time and place indicated in this Invitation to Bid, in a public act, before the bidders present, the Permanent Bidding Commission will receive the sealed envelope and/or print the received e-mails containing **PRICE PROPOSAL** 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 or price proposal submitted.

**7.3.** In case there are no 3 (three) valid proposals at the bidding meeting, the Bidding Commission will inquire to the present bidders about safeguarding their envelopes for a republishing of the IFB to be announced at later date. The price proposals from the bidders will be judged according to the requirements set forth in this Invitation for Bid.





7.4. 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** the proposal which:

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

8.2.2. It is not in compliance with any requirement set forth in this Invitation for Bid or the BASIC PROJECT;

8.2.3. It 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;

8.2.3.1. Under these circumstances, the bidder will have **two (2) 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.

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, in accordance with §3 of Article 43 of the Law nº 8,666/93 (Brazil).

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 made to the **LOWEST GLOBAL PRICE** offered by a bidder.

## 10. CONTRACT

10.1. After the bidding is approved, the winning bidder (the "CONTRACTED PARTY") shall submit the PROVIDER AGREEMENT within **05 (five) business days**, from the date it is notified,



**10.2.** The CONTRACTING PARTY will draft its CONTRACT based on the terms and conditions of the PROVIDER AGREEMENT.

**10.3.** The Administration (BACW) shall have the option to contact the remaining participants if the winning bidder does not sign the P under the terms and conditions established, in accordance with the order of classification. It may do so under the same terms and conditions proposed by the winning bidder, including with regard to updated prices, pursuant to the invitation to bid. It may also revoke the bidding process, notwithstanding the penalties provided for in this Invitation to Bid.

**10.4.** By signing the Contract, the CONTRACTED PARTY declares its express agreement with the adequacy of the BASIC PROJECT.

**10.5.** The CONTRACTED PARTY shall maintain all the conditions for qualification required in the bidding process, throughout the performance of the Contract, in accordance with the obligations assumed.

## **11. SUBCONTRACTING**

**11.1.** Subcontracting is not allowed for this Bidding Process

## **12. TERMS**

### **12.1. Term of Validity**

**12.1.1.** The CONTRACT details the performance of the services over 12 months, in accordance with this Administration's requirements.

**12.1.2.** The validity may be extended for an additional equal period of 12 months, in the Administration's interest, up to the limit of overall 60 months.

### **12.2. Term of Execution**

**12.2.1.** Performance time shall be 365 consecutive days, starting on the day on which the contract is published in the Brazilian Official Gazette ["Diário Oficial da União"].

### **12.3. Acceptance Timeframe**

**12.3.1.** The performed services must be accepted by the Administration through an adequately qualified Commission, referred to as COMREC by means of a TERM OF RECEIPT.

### **12.4. Payment Processing Time**

**12.4.1.** The payment processing time shall be up to 30 days, starting on the date on which the Term of Receipt is issued.

## **13. FINANCIAL GUARANTEE**

**13.1.** The provision of a Contract guarantee is not required for this process.

## **14. CHANGES TO THE CONTRACT**

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



**14.1.1.** Since the demands are estimated due to the characteristics of the OBJECT of this CONTRACT, deductions in the amount that exceeds the limit of twenty-five percent (25%) of the Contract may occur during the performance of the CONTRACT.

**14.1.2.** The set of increases and the set of decreases shall be calculated based on the original shipments of, or services to be provided under, the Contract, on a case by case basis, without any sort of compensation up to the limits established above.

## **15. PRICE ADJUSTMENT**

**15.1.** Price shall be firm and fixed (FFP) during the first 12 (twelve) months of services performance.

**15.2.** After the first 12 (twelve) months of services performance, in case it is renewed for additional 12 (twelve) months, an adjustment may be applied, to reestablish the financial relation initially agreed upon between the parties at contract signature, thus ensuring adequate compensation for services, if and only if, the increase in input costs associated with the BID Object is proved to the satisfaction of the BACW's Chief.

**15.3.** In cases the CONTRACTED PARTY publishes its rates; the maximum adjustment will be based upon the published rates, if the Administration decides to renewal the contract.

## **16. PAYMENT**

**16.1.** The deadline for payment for the services shall be within thirty (30) calendar days from the date the term of receipt is issued by the Receipt Commission. The payment will occur as follows:

**16.1.1.** Upon presentation of the INVOICE with the required documentation as follows:

**16.1.2.** Term of Receipt issued by COMREC after appraisal and acceptance of the required documents specified in this BASIC PROJECT, especially the MONTHLY REPORT.

**16.1.3.** The CONTRACTED PARTY shall invoice the CONTRACTING PARTY for published ADs on a single itemized and consolidated invoice at the end of each month of performance.

## **17. MONITORING**

**17.1.** The MONITOR must be an Administrative employee, specifically appointed by the Administration, in accordance with the precepts established by Law N<sup>o</sup> 8.666/1993, of ICA n<sup>o</sup> 65-8/2009, and of ICA n<sup>o</sup> 12-23/2014, so as to monitor and inspect the fulfillment of the contract to be executed.

**17.2.** Monitoring of contractual fulfillment consist in verifying the conformity of the services and the allocation of the necessary resources, thereby ensuring the perfect application of adjustment, and must be performed by the MONITOR.

## **18. RECEIPT OF THE OBJECT**

**18.1.** The services that are the object of this INVITATION FOR BID shall be received by the Receiving Commission in accordance with the specifications set forth in the Basic Project, Annex I of this Bid Announcement.



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

**19.1.** The obligations of the CONTRACTING PARTY and CONTRACTED PARTY are established in the BASIC PROJECT, and other obligations provided for in this Invitation to Bid.

## **20. TERMINATION OF THE CONTRACT**

**20.1.** The causes for termination of the Contract, as well as appropriate steps in that case, are provided for in the Contract.

## **21. BUDGETARY ALLOCATION**

**21.1.** The expenses arising from this contract shall be paid with resources of the item 33.90.39, Action 2000, Work Program: 05.122.0750.2000.00001 received by the BACW from the Plan of Action of the Aeronautical Command, based in the Brazilian General Budget for the fiscal year.

## **22. APPEALS**

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

**22.1.1.** Appeal to BACW's Chief within **two (2) business days**, from the date of notification or registration of the minutes of the meeting/session, in the cases of:

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

**22.1.1.2.** Judgment of the proposals;

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

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

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

**22.1.1.6.** Impose of a warning, temporary suspension, or fine.

**22.2.** 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**.

**22.3.** 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.

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

## **23. GENERAL PROVISIONS**

**23.1.** Any doubts arising from the provisions of this Invitation to 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.

**23.1.1.** 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.

**23.2.** The interested party shall carefully review the Invitation to 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.

**23.3.** 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.

**23.4.** Participation in this bidding process implies full acceptance of the terms and conditions established in this Invitation to Bid and its Annexes, as well as with the requirement to comply with the provisions herein.

**23.5.** Any changes or amendments to this Invitation to 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.

**23.6.** 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.

**23.7.** In any stage during the bidding process, the Bidding Commission or the BACW's Chief 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.

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

**23.9.** The BACW reserves the right to revoke or annul the Bidding Process in case clearly in the public interest, e.g.:

**23.9.1.** Where there is no longer a requirement for the supplies or services; or

**23.9.2.** Where amendments to the invitation would be of such magnitude that a new invitation is desirable.

**23.9.3.** When an invitation for bid is cancelled, bids that have been received shall be returned unopened to the bidders and notice of cancellation shall be sent to all prospective bidders to whom invitations were issued.

**23.10.** Preservation of the integrity of the competitive bid system dictates that, after bids have been opened, award must be made to that responsible bidder who submitted the lowest responsive bid, unless there is a compelling reason to reject all bids and cancel the invitation.

**23.10.1.** Invitations may be cancelled and all bids rejected before award but after opening when, consistent with the general provisions, the BACW's Chief determines in writing that:

**23.10.2.** Inadequate or ambiguous specifications were cited in the invitation;

**23.10.3.** Specifications have been revised;

**23.10.4.** The supplies or services being contracted for are no longer required;



**23.10.5.** The invitation did not provide for consideration of all factors of cost to the Government;

**23.10.6.** Bids received indicate that the needs of the Government can be satisfied by a less expensive article differing from that for which the bids were invited; and

**23.10.7.** For other reasons, cancellation is clearly in the public's interest

**23.11.** The terms established in this Invitation For Bid and its Annexes do not include the first day, but include the last day. Deadlines shall fall on regular business days for the Administration (BACW).

**23.12.** 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.

**23.13.** 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.

**23.14.** In the event of discrepancies between the provisions of this Invitation to Bid and the other documents of the bidding process, the Invitation to Bid will prevail, except that the Contract executed by the winning bidder (CONTRACTED PARTY) shall govern its relationship with the BACW.

**23.15.** The invitation to 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 from 1:30 p.m. to **3:00** p.m. (EST).

**23.16.** 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 from 1:30 p.m. to **3:00** p.m. (EST), after previously scheduled time:

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

**Washington, D.C. 20008**

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

**Fax: (202) 483 4684**

**E-mail: [chf.dlc.cabw@fab.mil.br](mailto:chf.dlc.cabw@fab.mil.br)**

**23.17.** The United States District Court in 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. This Invitation to Bid and the bidding process shall be construed and interpreted in accordance with the principles of Brazilian Law N° 8,666/93 and any other applicable laws and regulations of the Federative Republic of Brazil, and shall be governed by and enforced in accordance with the laws of the District of Columbia.



**23.18.** It is hereby agreed by the parties that the language of this Invitation to Bid, for the purpose of documentation, correspondence, and any other interests shall be **ENGLISH**.

Washington, D.C., November 17<sup>th</sup>, 2020.

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

**Reviewed by:**

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Thiago Dellazari Melo, Lt Col  
Head of BACW's Bidding and Contract Division