

BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON D.C.



**REPUBLISHING
INVITATION FOR BID 205031/CABW/2020
PAG 67102.205031/2020-71**



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

REPUBLISHING INVITATION FOR BID 205031/CABW/2020
PAG 67102.205031/2020-30

Approved on: November 17, 2020

ROBERTO MARTIRE PIRES, Col
Head of BACW

Legal Support: The Brazilian Federal Union, through the Brazilian Aeronautical Commission in Washington DC (BACW), makes public to anyone who may be interested that on the date, time and place indicated below, it will carry out a Bidding Process (item III, of Article 6, of the Brazilian Law 8.666/93), on the basis of indirect execution, to be adjudicated based on the **LOWEST GLOBAL PRICE**, in accordance with this Invitation for Bid and its Annexes. This bidding procedure will follow the regulations contained in the Brazilian Federal Law No. 8,666/93, and related legislation, in addition to the recommendations contained in Official Letters No. 051/SEFA/1358, of September 29, 1998 and No. 213/SUAUD/13368, of 20 September, 2011, of the Aeronautical Economy and Finance Secretariat (SEFA), in item 7.1.2 of MCA 176-1, updated on December 6, 2017, as well as other requirements provided for in this Invitation for Bid and its Annexes. In addition, proposals submitted to BACW will be interpreted, evaluated and judged according to the principles contained in the Articles 3 and 123 of the Law No. 8,666/93, which are related to legality, impartiality, morality, equality and transparency principles.

Date of delivery and opening of envelopes:	11/25/2020		
Time:	09:00 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:	11/25/2020		
Time:	09:00 a.m. (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. ANAC – Brazilian Government Civil Aviation National Agency;

1.1.2. CELOG – Aeronautics Logistics Center;

1.1.3. COMAER – Brazilian Aeronautical Command;

1.1.4. COMREC - Goods and Services Receiving Commission;

1.1.5. CONTRACTED PARTY – The natural person or legal entity contracted to perform the services;

1.1.6. CONTRACTING PARTY- Brazilian Aeronautical Commission in Washington, DC (BACW);

1.1.7. DOU – Brazilian Federal Gazette (“Diário Oficial da União”);

1.1.8. EXPENSE CONTRACT or CONTRACT- The Agreement which the Public Administration (CONTRACTING PARTY), acting as such, signs with a private person or other Administrative Entity (CONTRACTED PARTY), for the performance of the services in question and under the conditions set forth by the Public Administration itself.

1.1.9. EXPENSES SUPERVISOR - Administration Agent with the authority to perform acts resulting in funds citations, authorize payment, supply of funds, estimate approval, among other actions;

1.1.10. FAB / BAF – Brazilian Air Force;

1.1.11. GABAER – Office of the Aeronautics Commander;

1.1.12. GTE – Special Transportation Group;

1.1.13. ICA – Aeronautical Command Directive;

1.1.14. INVOICE – Commercial document formalizing an act of purchase and sale abroad, which must contain- among other information- the following data: supply quantity, supply unit, price, payment terms, taxes, duties and FAB Purchase Order Number;

1.1.15. LAW No. 8,666/1993 – Brazilian Federal Law that establishes general rules and regulations on public bids and contracts related to constructions, services, including advertising, purchases, disposals and leases within the scope of the Brazilian Federal Government, the States, the Federal District and the Municipalities.

1.1.16. MO - Military Organization;

1.1.17. 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;

1.1.18. PAAL – Formal internal administrative procedure which consists in the registration of all acts to determine the administrative facts necessary to clarify and review judgments of the competent authority, allowing due process, which will culminate in the implementation or not of the administrative sanctions provided for in the Law (ICA 12-23);



1.1.19. PAG – Administrative Management Process;

1.1.20. BASIC PROJECT- As per Brazilian Law 8.666, dated June 21, 1993, the set of necessary and sufficient elements, with the necessary degree of precision, to define the project, service or body of work, which will constitute the Bid Subject. It is drafted based on the suggestions drawn from preliminary technical studies, which ensure technical feasibility and adequate treatment of the project's environmental impact, as well as evaluating the project or service's costs, defining the methods and terms for its performance;

1.1.21. TERM OF RECEIPT – Document issued by the COMREC attesting and accepting services performed.

2. OBJECT

2.1. The object of this Bidding Process is the contracting of **224 (two hundred and twenty-four) "DRY" Training Hours** in the **VC-2 (EMB 190) Aircraft Flight Simulator** and the **Training for 04 (four) Simulator Operator Instructors (SIMOP)**, with availability exclusively to the COMAER pilots, aiming to fulfill the COMAER needs, in accordance with the terms, quantities, and other requirements in the Technical Specifications, BASIC PROJECT PLAN, Annex A:

Military Organization	Flight Simulator Hours	Number of Pilots	Aircraft	Category	Type
GABAER	224	20	E-190/195	D	DRY

2.2. It is important to mention that for the training type "DRY", exposed at the Technical Specification (ANNEX A), the CONTRACTED PARTY is not required to provide instructors, since the Brazilian Air Force (BAF) will use its own instructor's crew after the 10S training.

2.3. In view of the complexity of the avionics and the emergencies associated with the VC-2 aircraft (EMB-190), the GABAER pilot training simulator must be certified as Full Flight Simulator (FFS), with an acceptable minimum level "D". The qualification of Flight Simulator Training Devices (FSTD) aims to verify their performance and realism characteristics, as well as classify them in the various existing categories. Qualification is an activity applied to the technical standards issued by the regulatory agencies of civil aviation, such as what are the objective and subjective requirements of quality and realism. In the case of COMAER, the FSTDs are used for training planned in the instructional and operational maintenance programs of the subordinate air units.

2.4. The simulator must be approved by ANAC (National Civil Aviation Agency), FAA (Federal Aviation Administration) or EASA (European Union Aviation Safety Agency), aviation regulatory agencies in Brazil, the United States and Europe, respectively, that have a Flight Simulator Training Devices (FSTD) qualification system, which aims to verify its performance and realism characteristics, as well as classify it in the various existing categories. The qualification of FSTD is an activity based on technical standards issued by the regulatory agencies of civil aviation,



which establish objective and subjective parameters of quality and realism. Only devices with a certification assigned by ANAC can be used to generate flight hour's credits in pilot training, as provided for in RBAC 61 (Brazilian Civil Aviation Regulation).

2.5. In order to assure the homologation by ANAC, the BIDDER may verify its compliance by means of the ANAC website:

<https://www.anac.gov.br/assuntos/setor-regulado/empresas/simuladores-de-voofstd/arquivos/Simulador.xls>

2.6. In order to assure the homologation by FAA, the BIDDER may verify its compliance by means of the FAA website: https://www.faa.gov/about/initiatives/nsp/data_lists/

2.7. In order to assure the homologation by EASA, the BIDDER may verify its compliance by means of the EASA website, <https://lisstdis.easa.europa.eu> (FSTD qualified by EASA and FSTDs qualified by the National Aviation Authority of respective EU Member State - incl. EFTA States).

2.8. The FSTD can be approved as a means of training in an Operational Training Program for an Air Operator (RBAC 121 or RBAC 135), Training Center (RBHA 142) or in an Instruction Program of a Civil Aviation School (RBHA 141). In the COMAER's case, the FSTDs are used for trainings foreseen in the Instruction and Operational Maintenance Program in the subordinated air military unities.

2.9. Let it be registered that the performance of the services of this Basic Project must be in accordance with the laws and regulations determined by the United States government, the district and the state in which the buildings are located, in case the contractor has headquarters for training in the United States of America.

2.10. The following annexes are integral parts of this contract, regardless of whether or not they are herein transcribed:

- ANNEX A – BASIC PROJECT;**
- ANNEX B - PRICE PROPOSAL MODEL;**
- ANNEX C – CONTRACT DRAFT.**

2.11. The estimates detailed in this INVITATION FOR BID do not imply any obligation by the CONTRACTING PARTY.

2.12. The services that are object of this INVITATION FOR BID shall be performed on the basis of indirect execution, at the **LOWEST GLOBAL PRICE**.

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 in 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 its 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. Declared not to be in good standing to enter into an agreement with the Brazilian Public Administration;
- 3.2.6. If they 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. ACCREDITATION

4.1. The bidder, or its representative shall report to the Bidding Commission at the place, date and time indicated in the preamble to this Invitation to Bid for the purpose of conducting the registration of the participants in this Bidding Process, with his/her ID card, or other photo identification document, along with other documentation granting him/her powers to express opinions during the bidding procedures (such documents shall be made available outside of the Envelopes containing the Qualification Documents and Commercial proposals).

4.1.1. 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.

4.2. 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.

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

4.2.2. 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.

4.3. A registered representative may only represent one bidder.

5. ENVELOPES WITH QUALIFICATION DOCUMENTATION AND PROPOSAL

5.1. Each bidding participant shall present **2 (two) envelopes, one containing qualification documents and the other the price proposal.**

5.2. 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.

5.3. Bidders are strongly urged to use the following identification label format in order to identify their bids.

ENVELOPE Nº 01 – QUALIFICATION DOCUMENTS
BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON DC
INVITATION FOR BID Nº 205031/CABW/2020
[NAME OF THE COMPANY]



ENVELOPE Nº 02 – PRICE PROPOSAL

BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON DC
INVITATION FOR BID Nº 205031/CABW/2020
[NAME OF THE COMPANY]

5.4. The ENVELOPE Nº 01 – QUALIFICATION DOCUMENTS, and the ENVELOPE Nº 02 – PRICE PROPOSAL **must be included in an oversized envelope, sealed and addressed to the BIDDING COMMISSION.** The name and address of the bidder must be shown in the upper left corner of the bid envelope, and the invitation number, the date and hour of bid opening must be shown in the envelope in accordance with the following model:

C/O BIDDING COMMISSION – BID # 205031/CABW/2020
BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON DC
1701 22nd Street N.W. Washington, DC 20008

SESSION ON 11/25/2020 at 09:00 a.m. (EST)
[NAME OF THE COMPANY]

5.4.1. The envelope may be forwarded by Postal Service or other similar delivery services, with tracking capabilities, and proof of delivery receipt. The envelope must be delivered at least by the opening of the public session at **09:00 a.m.** (Eastern Standard Time) of **11/25/2020.**

5.4.1.1. Bidders are strongly advised to inform the tracking number of their envelopes to the BIDDING COMMISSION by means of the e-mail chf.dlc.cabw@fab.mil.br prior to the date and time of the opening of the public session.

5.4.1.2. Envelopes delayed to be delivered to the BIDDING COMMISSION due to carrier issues or improper envelope identification shall not be considered.

5.4.1.3. BACW shall not be responsible for mistakes due to envelopes improper identification.

5.4.1.4. When sending envelope by Postal Service, the bidder must include the bid number on the outside envelope, so the package can be identified when arrived at BACW. (e.g Some carriers permit the inclusion of the Bidding Number in the REFERENCE field.)

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

6. QUALIFICATIONS (ENVELOPE # 01)

6.1. Companies must deliver the following documents in its qualification envelope.

6.2. Legal Qualification:

6.2.1. Present evidence of the **Company's Federal Tax Identification Number/EIN;**



- 6.2.2.** Proof that the Company has, in its Articles of Incorporation, other governing document, or Commercial License, **the description that it is specialized in Training Flight Simulators**;
- 6.2.3.** Updated proof that the **company properly maintains the flight Simulator equipment**;
- 6.2.4.** Proof that the flight simulator device is **accredited by Aviation Agency**, with qualification system for Flight Simulator Training Devices (FSTD).
- 6.2.5.** Present a valid **Certificate of Liability Insurance** of the Company (proof of insurance);
- 6.3.** The required certificates and/or statements shall be valid in cases where there are expiration dates.
- 6.4.** No delivery slip or official request for documents will be accepted in lieu of the documents required in this Invitation for Bid and its Annexes.

7. PRICE PROPOSAL (ENVELOPE # 02)

7.1. 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 B and the BASIC PROJECT, ANNEX A. The proposal shall include:

7.1.1. The **UNIT PRICE** (price per hour) of training in **Flight Simulator**.

7.1.2. The **UNIT PRICE** (cost per instructor) for the **Simulator Operators Training (IOS)**, if applicable. The bidder may offer a zero cost for IOS training.

7.1.2.1. In order to achieve the GLOBAL PRICE, the UNIT PRICE (price per hour) shall be multiplied by the maximum amount of hours estimated for flight simulator and the UNIT PRICE (cost per instructor) multiplied by the maximum amount of instructors, in accordance with items 2.1, 2.2, and 2.3, of this Invitation for Bid.

7.1.3. The service quoted shall include all costs arising from the performance of the services, whether direct or indirect, included but not limited to what is described next: All inputs such as fees and/or taxes of invoice, social contributions, duties and taxes, administrative fees, permits, and all other fees necessary for full compliance with the object of the INVITATION, in accordance with the BASIC PROJECT.

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

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

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

7.2. 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.

7.3. 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.

7.3.1. In case errors are noticed, the Bidding Commission will perform a diligence in order to assure that the adjustments to be made do not constitute need to increase the offered prices, and/or the offered price covers the cost of the CONTRACT.

7.3.2. Any correction in proposals shall be duly recorded in the open session's meeting minutes.

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

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

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

7.7. The award will be made to the lowest responsive bid after qualification phase and price proposal acceptance.

7.8. The service values for each item are estimated as follows:

7.8.1. ITEM 1: Maximum Global Value of **US\$ 134,049.07 (one hundred and thirty-four thousand, forty-nine US dollars and seven cents)** for each 12 month-period.

8. PROCEDURE FOR OPENING THE ENVELOPES

8.1. On the date, time and place indicated in this Invitation for Bid, as official act, in front of the present bidders, the Bidding Commission will receive the oversized sealed envelopes (referenced in item 5.4) containing **Envelopes No. 01 and No. 02**, and it will proceed to initiate the bidding process.

8.1.1. This official act may be attended by any person, but only the bidders and their registered representatives will be allowed to engage the Bidding Commission in conversation.

8.2. Once the deadline for delivering the documents has passed, no other documents will be received, nor there will be acceptance of any addendum or clarifications regarding the documentation or price proposal submitted.

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

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

8.4. The qualification of the bidders will be verified, in accordance with this Invitation for Bid.

8.4.1. Should the Bidding Commission deem necessary, it could adjourn the public session, so as 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.

8.4.1.1. Considering the above hypothesis, 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 members, will be kept by the Bidding Commission, until the qualification phase is concluded.

8.5. 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.

8.6. In case there are not 3 (three) participating bidders 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.

8.7. 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 new meeting for opening the PRICE PROPOSAL will be announced.

8.7.1. The opening of PRICE PROPOSAL may occur at the same meeting in the following cases:

8.7.1.1. All bidders are declared QUALIFIED by the BIDDING COMMISSION, and the present bidders waive their right to appeal.

8.7.1.2. All the bidders are present and waive their right to appeal.

8.7.1.3. If the Bidding Commission consults the bidders that are not present at the meeting and they waive their right to appeal together with all bidders present.

8.8. In the event that one of the bidders does not withdraw the right to appeal the qualification phase, Envelopes nº 2 – Price Proposals – will be initialed by the bidders, and kept in a safe until a date is set for their opening.

8.9. 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.

8.10. The price proposals from the qualified bidders will be judged according to the requirements set forth in this Invitation to Bid.

8.11. If all the participants are disqualified for reason of their QUALIFICATION DOCUMENTS or otherwise, the Bidding Commission may establish a term of three (3) business days for new documentation or proposals to be submitted.

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

9. REVIEWING THE QUALIFICATION DOCUMENTS

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

9.1.1. They submit documents required in this Invitation for Bid that are expired and/or not duly updated and/or not responsive to the requirements set forth in the Invitation to Bid.

9.1.2. They include the price proposal inside Envelope nº 01.



9.2. Bidders will be notified of their qualification or otherwise through publication at BACW's website, as well as through e-mail notification in the case the bidder representative is accredited. In the event that the 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.

10. REVIEWING THE PRICE PROPOSAL

10.1. The criterion for reviewing the proposal will be the **LOWEST GLOBAL PRICE**.

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

10.2.1. Does not comply with Item 7 (Price Proposal) of this Invitation for Bid;

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

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

10.2.4. It includes advantages that are not provided for in the 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;

10.2.5. 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;

10.2.5.1. 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.

10.3. 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).

10.4. 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.

10.4.1. 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.

10.4.2. After thirty minutes, the draw will be conducted, regardless of whether the companies or their representatives are in attendance.

10.5. Bidders will be notified of the results of bidding through either publication in a U.S. newspaper of national circulation, BACW's website, or other means, at sole discretion of BACW.

10.5.1. 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.

11. HOMOLOGATION AND ADJUDICATION



11.1. The bidding process will be submitted to the appropriate authority, who will proceed to ratify it and adjudicate the object to the winning bidder.

11.2. The adjudication will be based on the **LOWEST GLOBAL PRICE**.

12. CONTRACT

12.1. After the bidding is approved, the winning bidder (the “CONTRACTED PARTY”) shall have **05 (five) business days**, from the date it is notified, to sign the Contract attached hereto as ANNEX C, under the penalty of losing the right to be hired as well as being subject to the sanctions set forth in this Invitation to Bid and any other penalties or damages available under applicable law.

12.1.1. The term provided for in the previous sub-item may be renewed for an additional five business days if requested by the CONTRACTED PARTY with good reason and accepted by the Administration (BACW) in its sole discretion.

12.2. The Administration (BACW) shall have the option to contact the remaining participants if the winning bidder does not sign the CONTRACT 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 for bid.

12.3. The BACW may also revoke the bidding process without penalty, notwithstanding anything else provided for in this Invitation to Bid.

12.4. By signing the CONTRACT, the CONTRACTED PARTY declares its express agreement with the adequacy of the BASIC PROJECT.

12.5. 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.

12.6. The CONTRACTED PARTY shall be responsible for any and all expenses arising from the Contract.

13. SUBCONTRACTING

13.1. Sub-contracting is not authorized under this INVITATION FOR BID.

14. TERMS

14.1. Term of Validity

14.1.1. The Contract’s period of validity shall be 12 (twelve) months, starting on the date of its Signature, including its performance time, acceptance time and term established for the final payment.

14.1.2. The validity may be extended by mutual agreement between the parties for an additional equal period of 12 months, if it is in the CONTRACTING PARTY’s interest, up the overall limit of 60 months.

14.2. Term of Execution



14.2.1. The CONTRACT's period of execution shall be of **12 (twelve) months**, starting from the contract's signature date, and it may be extended for additional periods of 12 (twelve) months, up to a total of a 60-month period.

14.2.2. The CONTRACT's validity can exceed the fiscal year period, as long as the expenses related to the services are duly allocated until December 31st, for purposes of registration in unpaid remnants, as Normative Guidelines No. 39 from AGU, of December 13th, 2011.

14.2.3. Contract extensions shall be made with duly documented Contract Amendments, signed by the CONTRACTING and the CONTRACTED parts, with 90 days from the ending of the valid Contract term, as Normative Guidelines No. 38 from AGU, of November 13th, 2011.

14.3. Acceptance Timeframe

14.3.1. The services shall be definitively received by COMREC, through a TERM OF RECEIPT, signed by the parties within 15 (fifteen) days of written notification by the CONTRACTED PARTY.

14.3.2. Final acceptance does not exclude civil responsibility for the reliability and safety of the service, or ethical/professional responsibility for the perfect performance of the contract.

14.4. Payment Processing Time

14.4.1. Payment processing time for Commercial Invoices shall not exceed 30 (thirty) consecutive days, starting on the date on which the TERM OF RECEIPT is issued, signed by COMREC.

14.4.2. This term shall renew automatically for a 10 (ten) business days if there is any discrepancy noted by the MONITOR and mandatorily notified in writing to the CONTRACTED PARTY.

15. FINANCIAL GUARANTEE

15.1. The provision of a performance guarantee is not required for this contracting.

16. CHANGES TO THE CONTRACT

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

16.1.1. Since the demands are estimated due to the characteristics of the OBJECT of this CONTRACT, reductions in the amount that exceed the limit of twenty-five percent (25%) of the Contract may occur during the performance of the CONTRACT at the CONTRACTING PARTY'S sole discretion.

16.1.2. The set of increases and 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.



17. PRICE ADJUSTMENT

17.1. After the first 12 (twelve) months of contract performance, in case of being 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 BID Object is proved to the satisfaction of the BACW Chief.

17.2. When requesting the price adjustment, after 12 (twelve) months period, the CONTRACTED PARTY must supply within a rationale proving the cost variation by means of cost analysis and appropriated spreadsheets individually by each services of operation with supporting documentation.

17.3. The deadline for requesting price adjustment is aligned with the contract expiration date.

17.4. If the contract period has been extended, new price adjustment can only be pleaded after the new course of twelve (12) months.

17.5. Inclusion of unanticipated benefits not foreseen in the initial proposal at the bidding process is forbidden, except when they become compulsory under legal instrument.

17.6. The CONTRACTING PARTY may perform diligences in order to assure the cost variation proposed by the CONTRACTED PARTY.

17.7. Should the CONTRACTED PARTY not submit other factors without proper justification, the maximum adjustment amount shall be equivalent to CPI variation (*Customer Price Index, issued by the Bureau of Labor Statistics – BLS*).

17.8. Submission of an adjustment proposal by the CONTRACTED PARTY does not imply its acceptance by the CONTRACTING PARTY, which may choose not to renew the contract for the next 12-month period.

18. PAYMENT

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

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

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

18.2.2. 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;

18.2.2.1. The CONTRACTED PARTY must submit with its invoice, the proof of training containing at least:

18.2.2.1.1. The Equipment in which the training was performed;

18.2.2.1.2. Amount of training hours;

18.2.2.1.3. Squadron which performed the training

18.2.2.1.4. Date and Time of training;

18.2.2.1.5. Signature of the officers who performed training;



18.3. 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.

18.4. 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.

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

19. CONTRACT MONITORING

19.1. The CONTRACT MONITOR must be an agent or agents of the Administration, specifically appointed by the Administration, in accordance with the precepts established by Law N° 8.666/1993 (Brazil), ICA n° 65-8/2009 (Attributions of MONITOR and Receiving Commission), and of ICA n° 12-23/2014 (Inspection and Receiving Goods, Services and Administrative Sanctions Application), so as to monitor and inspect the fulfillment of the contract to be executed.

19.2. Monitoring of contractual fulfillment consist in verifying the conformity of the services and the allocation of the necessary resources.

19.3. Verification of adequate contractual fulfillment must be performed based on the criteria established in the BASIC PROJECT and in accordance with contractual terms.

19.4. Contractual performance must be monitored and inspected through oversight instruments including monitoring of the fulfillment of the obligations arising from this CONTRACT.

19.5. The MONITOR shall note in his records all events related to the performance of the Contract.

19.6. The monitoring of contractual performance carried out by the CONTRACTING PARTY does not eliminate the CONTRACTED PARTY'S responsibility, also before third parties, due to any irregularity, even if arising from technical imperfections, flaws or inadequate use of equipment, and when these incidents occur, they do not imply shared responsibility by the CONTRACTING PARTY, its representatives or employees.

19.7. For the purposes of this INVITATION FOR BID, events shall be considered unforeseeable or caused by force majeure if they fit to legal description provided in single paragraph of article 393 of the Brazilian Civil Code, or terms of line II, §1º, Art. 57 of Federal Law n° 8.666/93 (Brazil).

19.8. The MONITOR should, additionally, abide by the following processes:

19.8.1. Observe and perform, when applicable, all procedures established in ICA 65-8/2009 and ICA 12-23/2014;

19.8.2. Monitor the development of all services requests issued to the CONTRACTED PARTY;



19.8.3. Submit for evaluation by the EXPENSE SUPERVISOR all proposals, questioning, discrepancies and difficulties encountered during contractual performance or those requiring approval and/or decision;

19.8.4. Receive INVOICES, compare them with the amounts established in the CONTRACT, certify them and forward them to the EXPENSE SUPERVISOR for approval:

19.8.5. All INVOICES must be service invoices, detailing- at the very least- unit and total amounts for each cost, duty amounts charged, PROCESSING costs and discounts offered. All supporting documentation must be attached to the INVOICE for validation by COMREC;

19.8.6. If there are other inputs which may influence cost, these must be detailed;

19.8.7. Issue, until the fifth day of the following month, a Contract Status Report, in accordance with 65-8/2009 and ICA 12-23 for the Administration.

20. RECEIPT OF THE OBJECT

20.1. The services that are the object of the CONTRACT shall be received by the Receiving Commission in accordance with the specifications set forth in the BASIC PROJECT, Annex I of this Bid Announcement.

20.2. It is the responsibility of the RECEIVING COMMISSION (COMREC) to:

20.2.1. Ensure that the CONTRACTED PARTY will follow the description of all the services that are the object of the BASIC PROJECT;

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

20.2.3. Once approved, the invoices are sent to BACW's Contract Department, and

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

21. ACTS OF GOD OR FORCE MAJEURE

21.1. Unforeseeable events or force majeure events must be notified in writing to the Chief of BACW, through the CONTRACT MONITOR agent, so that he may decide the appropriate course of action, provided it is proven that such events affect the services/materials provided in accordance with the OBJECT of the present CONTRACT.

21.2. For the purposes of the present CONTRACT, events shall be considered unforeseeable or force majeure, if they fit the legal description provided in the single paragraph of Art. 393 of the Brazilian Civil Code, or according to the terms of item II, §1º, Art. 57, of the Brazilian Law No. 8.666/93.

22. OBLIGATIONS OF THE CONTRACTING PARTY AND THE CONTRACTED PARTY



22.1. The obligations of the CONTRACTING PARTY and CONTRACTED PARTY are established in the, BASIC PROJECT, Annex A, CONTRACT DRAFT, Annex C, and other obligations provided for in this Invitation to Bid document.

23. TERMINATION OF THE CONTRACT

23.1. The causes for Contract Termination, as well as the required steps toward it, are provided for in the Contract Draft, Annex C, in this Invitation for Bid.

24. BUDGETARY ALLOCATION

24.1. Financial resources shall be drawn from Program 6012 – National Defense, Action 21A0 – Readiness of Forces, Expenditure Item 33.90.39. (services), as outlined on item 6 in the BASIC PROJECT PLAN, ANNEX A, in this Invitation for Bid.

25. VIOLATIONS AND ADMINISTRATIVE SANCTIONS

25.1. For the application of administrative sanctions, the following must be taken into account: flaw severity, relapse, and damage caused to the Brazilian Public Interest (Administration), entailing loss to the Administration.

25.2. Failure to fulfill the CONTRACT in full or in part, or violation of any of the obligations contained in the CONTRACT and this INVITATION FOR BID, shall subject the CONTRACTED PARTY, without limiting CONTRACTED PARTY'S liability to other criminal and civil penalties, and to any and all other contractual damages and recourses available to the CONTRACTING PARTY under the CONTRACT or applicable law, ensuring due legal process, to the following penalties:

25.2.1. A Warning is an administrative sanction applied when the CONTRACTED PARTY infringes, for the first time, obligations connected to delay in contractual terms or submission of a commercial invoice with an inaccuracy, or due to non-fulfillment of guidelines received from monitoring team within 48 (forty-eight) hours after notification by the MONITORING team. In order to enforce the Warning, a PAAI must be filed.

25.2.2. The Warning must not be proposed for relapse cases of the same kind as non-fulfillment of contractual obligation.

25.2.3. The FINES referenced in item II, Art. 87 (fines caused by total or partial contract non-execution), of the Law nº 8.666/93, may be defined and applied:

25.2.3.1. Due to total or partial non-execution of the Contract OBJECT:

25.2.3.1.1. A fine may be applied due to partial non-execution of adjustment in the amount 0.2% (point two percent) of CONTRACT amount, should the CONTRACTED PARTY not fulfill any condition established in the CONTRACT; and

25.2.3.1.2. If the CONTRACTED PARTY causes termination of the contract, a fine shall be applied for total non-execution of contract in the amount of 10% (ten percent) of updated CONTRACT amount, without



excluding arrears or other sanctions addressed by the Art. 87, of the Brazilian Federal Law No. 8.666/93.

25.3. Notwithstanding the interested party's right to a fair defense, within 5 (five) business days, the fine for total or partial non-execution of CONTRACT shall be applied, together with the administrative sanctions set forth in items I, III and IV, Art. 87, of the Brazilian Federal Law No. 8.666/93.

25.4. The BACW must inform the CONTRACTED PARTY of the value to be collected, after all administrative recourses have been exhausted, after guaranteeing the right to ample defense, while the CONTRACTING PARTY must detract the amount for expired installments.

25.4.1. If payment is not extinguished in the form described in previous items, subtraction of the fine due shall be encouraged, activating contractual guarantee.

25.5. After the actions set forth in previous items, in case the fine is still unpaid, the Disbursement Officer (main or deputy) of the BACW, when applicable, shall forward the Process to the National Treasury's Attorney-General's Office (PGFN), for analysis and registration of sanctioned company in the Union's Active Debt [registry] (DAU) and/or enable legal action, based on relevant amount.

25.6. Application of a fine does not exempt the CONTRACTED PARTY from compensating CONTRACTING PARTY for possible damages, losses and casualties which its punishable action may have caused the Administration or CONTRACTING PARTY, nor does it exclude the possibility of applying other administrative penalties or fines.

25.7. The application of the fines set forth in the previous items may be appealed within 5 (five) business days.

25.8. Temporary suspension from participating in bids or debarment from contracting with the Administration shall be applied- within the COMAER's scope, with the following gradation:

25.8.1. For up to 30 (thirty) days:

25.8.1.1. Non fulfillment of scheduled deadline for taking corrective measures, upon application of warning sanction; and

25.8.1.2. In case of disruption of any action in the bid open session.

25.8.2. For up to 3 (three) months:

25.8.2.1. If the proposal is withdrawn, without the occurrence of an unforeseen event;

25.8.2.2. If it is claimed the prices offered cannot be honored;

25.8.2.3. If an appeal is submitted as an obvious delaying tactic.

25.8.3. For up to 6 (six) months:

25.8.3.1. If the winning bidder, summoned within his/her proposal's valid period, refuses to sign or accept the contract, or if he/she withdraws an equivalent instrument;

25.8.3.2. In the absence of contractual financial guarantee, in the terms of the INVITATION FOR BID;

25.8.3.3. In case of relapse in the practice of an illicit act, which may be sanctioned as per points "25.8.1" and "25.8.2" of this item during a timeframe shorter than 24 (twenty-four) months;



25.8.3.4. In the application of a second administrative sanction to this contract;

25.8.3.5. In the application of two administrative warning sanctions and one fine, within the COMAER's scope, within a 12 (twelve) month timeframe, during which time the supplier has not taken corrective measures in the terms prescribed by the Administration; and

25.8.3.6. In the application of two administrative fine sanctions within the COMAER's scope, within a 12 (twelve) month period, during which time the supplier has not taken the corrective measures prescribed by the Administration;

25.8.4. For up to 12 (doze) months:

25.8.4.1. When the CONTRACTED PARTY unduly delays service performance, resulting in contract rescission;

25.8.4.2. When the CONTRACTED PARTY does not extinguish/pay the fine within the deadline, in the situations in which it is not possible to detract its amount from the warranty or from the credit resulting from completed installments; and

25.8.4.3. In case of relapse in non-fulfillment subject to sanctions as per point "25.8.3", during a timeframe shorter than 36 (thirty-six) months;

25.8.5. For up to 24 (twenty-four) months:

25.8.5.1. In case an illicit act is committed, for the purpose of impeding Bid fruition; such as a the creation of a cartel or collusion;

25.8.5.2. If "fraudulent", "adulterated", "fake" or "falsified" documents are submitted;

25.8.5.3. In case of "false testimony";

25.8.5.4. If case of final sentencing of an illicit act of fiscal fraud in the collection of taxes related to the contract;

25.8.5.5. If services are interrupted without a valid cause and without prior notification to the Administration;

25.8.5.6. If "falsified" or "adulterated" material is delivered and tricks are used to deceive the Administration;

25.8.5.7. If the contract is not fulfilled, causing serious damages to the Administration; and

25.8.5.8. In case of relapse in non-fulfillment subject to sanction in accordance with point "25.8.4", over a timeframe shorter than 48 (forty-eight) months.

25.9. For the purposes of the terms set forth in this INVITATION FOR BID, as regards to the application of an administrative sanction temporarily suspending company from participating in bids, and entering into a contract with the Administration, the term "Administration" should be interpreted as COMAER.

25.10. Failure to fulfill the contract shall be characterized as not rendering the service in accordance with the technical specifications contained in this INVITATION FOR BID.

25.11. Inappropriate behavior shall be characterized as any intentional conduct aiming to trick or corrupt the Administration, or any of its employees, for the purpose of obtaining undue advantage.



25.12. The Formal Internal Administrative Process [PAAI] issuing the Certificate of Unfitness shall be forwarded to the State Minister of Defense, through the appropriate chain of command after an opinion is issued by COJAER, given the State Minister's exclusive competence to apply the sanction. The sanction shall be applied in any of the situations below:

25.12.1. If the company or professional have been definitively sentenced for illicitly committing fiscal fraud in collecting any taxes;

25.12.2. If the company or professional committed an illicit act for the purpose of preventing Bid fruition;

25.12.3. If the Administration should find that the company or professional are not qualified to enter into a contract due illicit acts committed; or

25.12.4. If proof of fraud is ascertained, by the Union's Court of Auditors in the bid.

25.13. The criteria for a Certificate of Unfitness, which may not exceed a 5 (five) year timeline, in accordance with the legislation in effect, shall be remitted to COJAER, for further forwarding to the State Minister of Defense. Rehabilitation for this sanction may be requested by the interested party after 2 (two) years have lapsed from its application.

25.14. In the document containing the Certificate of Unfitness, a recommendation shall be made for the sanction, which must show, in the respective PAAI, the amount to be reimbursed for the purpose of rehabilitation, with due legal increments and possible obligations.

26. APPEALS

26.1. The Administration's (BACW's) actions, during this bidding process, may be subject to appeal as follows:

26.1.1. Appeals to the BIDDING COMMISSION (CPL) within two (2) business, starting on the day of notification or filing of meeting minutes, in case:

26.1.1.1. The bidder is qualified or disqualified;

26.1.1.2. Judgement of proposals;

26.1.1.3. Annulment or revocation of Bid;

26.1.1.4. Rejection of entry, alteration or cancellation request in Registration Records;

26.1.1.5. Rescission of CONTRACT, referring to item I of Art. 79 of Law N^o 8.666/93;

26.1.1.6. Application of warning, penalties, temporary suspension or fine.

26.2. If a bidder files an appeal, the other bidders shall be informed so that they may submit counter-arguments within a **2 (two) business day timeframe**.

26.3. The appeal must be addressed to a higher-ranking authority, through the Bidding Commission, which may reconsider its decision within **5 (five) business days**.

26.3.1. If it does not accept the arguments presented in the submitted appeal, the higher-ranking authority must forward the appeal to the authority above it, for due assessment within a **5 (five) business day timeframe**, which shall be duly notified.



27. GENERAL PROVISIONS

27.1. 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.

27.1.1. 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.

27.2. The interested party shall carefully review the Invitation to 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.

27.3. 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.

27.4. 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.

27.5. 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.

27.6. If it is not a business day or if there is any event that prevents 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.

27.7. 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.

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

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

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

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

27.10. If this 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.

27.11. 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.



27.11.1. Invitations may be cancelled and all bids rejected before award but after opening, only when formally and in writing, by the Chief of the BACW, in the following circumstances:

27.11.1.1. Inadequate or ambiguous specifications were cited in the invitation;

27.11.1.2. Specifications have been revised;

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

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

27.11.1.5. For other reasons, cancellation is clearly in the Brazilian public's interest;

27.12. 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 day for the Administration (BACW).

27.13. 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.

27.14. 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, with the exception of the CONTRACT executed by the winning bidder (CONTRACTED PARTY) shall govern its relationship with the BACW.

27.15. 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 1:30 p.m. to 3:00 p.m. (EST).

27.16. 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 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

27.17. The United States District Court or the Superior 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.

27.18. 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 17th, 2020.

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

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