## BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON D.C.



## INVITATION FOR BID 205445/CABW/2020 PAG 67102.205445/2020-69



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

### INVITATION FOR BID 205445/CABW/2020 PAG 67102.205445/2020-69

Approved on: December 9<sup>th</sup>, 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** (Letter A, Sub-item VIII of Article 6 of Brazilian Law 8,666/93), in accordance with this Invitation to Bid and its Annexes. The bidding procedures will follow the principles of the Brazilian Federal Law n<sup>o</sup> 8,666/93, its related legislation, and other requirements provided in this Invitation to Bid and its Annexes. Furthermore, bids submitted to BACW will be evaluated and judged according to the principles of the articles 3 and 123 of the Brazilian Federal Law n<sup>o</sup> 8,666, of June 21<sup>st</sup>, 1993, regarding the principles of legality, impartiality, morality, equality, and transparency.

Date of delivery and opening of envelopes:		December 17 <sup>th</sup> , 2020	
Time:	10:00 a.m. (Eastern Standard Time)		
			_
		Phone:	(202) 483-4031
Address:	1701 22nd St N.W. Washington D.C 20008	Fax:	(202) 483-4684
		E-mail:	chf.dlc.cabw@fab.mil.br
Accreditation:	December 17 <sup>th</sup> , 2020		
Time:	e: <b>10:00 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. BACW – Brazilian Aeronautical Commission in Washington DC;

**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.** GLOBAL PRICE – BID submitted by a Bidder including all the services to be performed in a 12 month's period.

**1.1.8.** IFB – Invitation for Bid;

**1.1.9.** ICA – Aeronautical Command Directive;

1.1.10. MO- Military Organization;

**1.1.11.** MOBILE INSURANCE - Includes Coverage for loss, theft, accidental damage, liquid damage, and out-of-warranty malfunction;

**1.1.12.** 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;

**1.1.13.** PAG – Administrative Management Process;

**1.1.14.** PROVIDER AGREEMENT – A document with terms and conditions from the provider in order to perform the services that are described in this Basic Project;

**1.1.15.** 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;

**1.1.16.** TERM OF RECEIPT – Document issued by the COMREC attesting and accepting services performed;

**1.1.17.** USER – Individual assigned by BACW's Chief to use the services described in this BASIC PROJECT.

## 2. OBJECT

**2.1.** The Contracting of a company to provide **Mobile Phone Services** for a contractual 12-month period, with the possibility of extensions of up to an aggregate of 60 months, seeking the fulfillment of BACW's communications needs.

2.2. The Mobility Services must fulfill, at least, the requirements described below:



QTD	ITEM	CAPABILITY
35 Wireless Service Unlimited		Unlimited Voice, Text, and Data Package (4G LTE or 5G) in the United States and
22	and Data	Canada, and Hotspot of at least 5GB of Data per line
6 Connectivity		(USB Data Stick or Hotspot) providing unlimited Internet Data per Device
0	Token	(4G LTE or 5G)

ANNEX I – BASIC PROJECT;

ANNEX II – PRICE PROPOSAL MODEL.

**2.3.** 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 **ANNEX I – BASIC PROJECT 29/ADM/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 Federal Law n<sup>o</sup> 8.666/1993, Art. 32, § 1<sup>o</sup>.

## 5. PRICE PROPOSAL

**5.1.** Each bidding participant shall present a Price Proposal that can be mailed or sent by email. The Price Proposal must be duly signed by the company's representative.

**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 of the envelope, it must be included the following information:

## C/O BIDDING COMMISSION – BID # 205445/CABW/2020 BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON

1701 22nd Street N.W. Washington, DC 20008

### SESSION ON **DECEMBER 17, 2020 AT 10:00 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 with the e-mail subject area as follows:

## C/O BIDDING COMMISSION - BID # 205445/CABW/2020.

**5.4.** The Envelope may be forwarded by Postal Service or other similar delivery service, with return receipt requested, and it must be delivered no later than the opening of the public session at **10:00 a.m.** (Eastern Standard Time) of **DECEMBER 17, 2020.** 

**5.5.** The E-mail may be forwarded no later than the opening of the public session at **10:00 a.m.** (Eastern Standard Time) of **DECEMBER 17, 2020.** 

**5.5.1.** The envelope may also be presented in person to the Bidding Commission in the public session.

**5.5.2.** The envelope or e-mail that do not follow the instructions above will not be considered as a proposal.

## 6. PRICE PROPOSAL

**6.1.** The Price Proposal should be written in English, with no amendments or erasures. It should be 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, <u>including but not limited to</u> 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 for 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 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 all the ADD-ON options for all service plans, device costs, and any other features that can be foreseen during the given period.

**6.8.** Since the Mobility Services should have ADD-ON options that could be added at BACW's own discretion, the Bidder must consider the inclusion of all ADD-ONs in all 35 service plans during the 12-month period.

**6.8.1.** After the Bidding Process, BACW will inform to the CONTRACTED PARTY which service plans will have ADD-ON on it.

**6.9.** 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 rendered services.

**6.9.1.** The rendered services must be informed in a detailed monthly INVOICE per service plans.

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

6.11. The services value is estimated to be a maximum of US\$ 21.764,60 for the 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 this Invitation for Bib 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 related to this IFB, 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 Brazilian Federal Law n<sup>o</sup> 8,666/93, 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 Brazilian Federal Law n<sup>o</sup> 8,666/93.

**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 legal representatives are in attendance or not.

**8.5.** Bidders will be notified of the results of the bidding process through publication. In the event that the bidder's legal 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 the 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 about the results.

**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 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. It may also revoke the bidding process, notwithstanding the penalties provided for in this Invitation for 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 agreed obligations.

## **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 for 12 months, in accordance with this Administration's requirements.

**12.1.2.** The validity may be extended for additional equal periods of 12 months each, in the Administration's interest and up the limit of 60 months total.

#### 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 (BACW) 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 (thirty) 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 the Brazilian Federal Law n<sup>o</sup> 8.666/93, a 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 the CONTRACT is renewed for an 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 the services, if and only if, the increase in input costs related to 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 (BACW) decides to renew the CONTRACT.

#### 16. PAYMENT

**16.1.** The deadline for payment for rendered 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 the 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 CONTRACT MONITOR must be an Administrative employee, specifically appointed by the Administration (BACW), in accordance with the precepts established by the Brazilian



Federal Law N<sup>o</sup> 8.666/1993, by ICA n<sup>o</sup> 65-8/2009, and ICA n<sup>o</sup> 12-23/2014, so as to follow up and inspect the fulfillment of the contract to be executed.

**17.2.** Monitoring of contractual fulfillment consists in verifying the conformity of the services and the allocation of the necessary resources, thereby ensuring the perfect application of any possible adjustments, and must be performed by the CONTRACT 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 Invitation for 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 in this Invitation for Bid document.

#### 20. TERMINATION OF THE CONTRACT

**20.1.** The causes for Contract termination, as well as the appropriate steps towards a Contract termination, are provided for in the Contract.

#### 21. BUDGETARY ALLOCATION

**21.1.** The expenses related to this Contract shall be paid with resources of item 33.90.40, Action 2000, Work Program: 05.122.0750.2000.00001, received by 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 n<sup>o</sup> 8,666/93;

**22.1.1.6.** Warning notification, 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**, from the receipt of the request for appeal.

### 23. GENERAL PROVISIONS

**23.1.** Any questions about the provisions of this Invitation to Bid may be subject of inquiry or consultation, in written, to be sent to the Bidding Commission in charge of this bidding process, up to **48 hours** before the delivery of the Price 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 for Bid and its Annexes, as well as all the instructions, terms and conditions, and technical specifications presented, and become familiar with all circumstances or details that may affect the assessment of costs and the terms involved in performing the object of this bidding process.

**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.

**23.5.** Any changes or amendments to this 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 affect the formulation of proposals in any way.

**23.6.** If it is not a business day or in any event that may 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 an audit 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 the right to being contracted.

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

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

**23.9.2.** If the amendments to the Invitation are of such magnitude that a new Invitation is desirable.

**23.9.3.** If an Invitation for Bid is cancelled, bids that have been received shall be returned unopened to the bidders and a Notice of Cancellation shall be sent to all prospective bidders to whom the 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 these general provisions, the BACW 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. The 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, and the purpose and security of the contracting.

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

23.15. The Invitation for Bid and its Annexes may be read and/or obtained at **BACW's Headquarters** in **Washington DC**, 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 **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 **23.17.** The United States District Court in Washington, D.C., shall be the court in which any action or proceedings that may 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 as a whole shall be construed and interpreted in accordance with the principles of the Brazilian Federal Law N° 8,666/93, and any other applicable laws and regulations of the Federative Republic of Brazil, and they shall be governed by and enforced in accordance with the laws of the District of Columbia, USA.

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

Washington, D.C., December 9<sup>th</sup>, 2020.

Leandro Fernandes da Silva Roman, Lt Col President of BACW's Bidding Commission

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