

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



**INVITATION FOR BID 207083/CABW/2020  
PAG 67102.207083/2020-41**



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

INVITATION FOR BID 207083CABW/2020  
PAG 67102.207083/2020-41

Approved on: February 3<sup>rd</sup>, 2021.

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 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 for 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 Law nº 8,666 from 06/21/1993, regarding legality, impartiality, morality, equality, and transparency.

Date of delivery and opening of envelopes:	<b>02/11/2021</b>
Time:	<b>10:00 a.m.</b> (Eastern Standard Time)
Address:	1701 22nd St N.W. Washington D.C 20008
	Phone: (202) 518-7359
	Fax: (202) 483-4684
E-mail:	<a href="mailto:chf.dlc.cabw@fab.mil.br">chf.dlc.cabw@fab.mil.br</a>
Accreditation:	<b>02/11/2021</b>
Time:	<b>10:00 a.m.</b> (Eastern Standard Time)



## 1. DEFINITIONS

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

1.1.1. ACCEPTANCE - "Acceptance" means a Receiving Commission (COMREC) of the CONTRACTED PARTY has inspected and agreed that the work meets all requirements of the contract, to include documentation requirements;

1.1.2. ACTS OF GOD - These are unanticipated grave natural disasters or other natural phenomenon of an exceptional, inevitable, and irresistible character; the effects of which could not have been prevented or avoided by the exercise of due care or foresight;

1.1.3. APPROVAL - "Approval" means the CONTRACTED PARTY has reviewed submittals, deliverables, and administrative documents (e.g., insurance certificates, installation schedules, planned utility interruptions, etc.) and has determined the documents conform to contract requirements. Government approval shall not relieve the Contractor of responsibility for complying with Federal, State, and local laws and regulations;

1.1.4. COMAER - Brazilian Aeronautical Command;

1.1.5. COMREC - Goods and Services Receiving Commission;

1.1.6. CONTRACTED PARTY - The natural person or legal entity contracted to perform the services;

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

1.1.8. CUSTODIAL - A reference to 'custodial' is interchangeable with 'janitorial'. Custodial and related services can include cleaning, window washing, trash removal, snow and ice removal, elevator maintenance, burglary alarm monitoring, and HVAC routine maintenance.

1.1.9. ICA - Aeronautical Command Directive;

1.1.10. MO - Military Organization;

1.1.11. 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;

1.1.12. NEGLIGENCE- "Negligence" is the failure to use due care under the circumstances. It is the doing of some act which a person of ordinary prudence would not have done under similar circumstances or failure to do what a person of ordinary prudence would have done under similar circumstances;

1.1.13. PAG - Administrative Management Process;

1.1.14. TECHNICAL VISIT - Visit requested by bidders to acquire the necessary knowledge about the facilities conditions, equipment and systems in order to present a price proposal at least 1 (one) business day prior to the bidding open session;



**1.1.15. TERM OF RECEIPT** - Document issued by the COMREC attesting and accepting services performed.

## 2. OBJECT

**2.1.** The Contracting of a specialized company to perform the services of **custodial and related services** at the Brazilian Aeronautical Commission's facilities located in Washington D.C. and Temple Hills, MD, for a contractual period of 12 months, with the possibility of extensions of up to an aggregate of 60 months, seeking the fulfillment of the BACW's needs.

**2.2.** The description of the services and the specification of each building shall be found on the BASIC PROJECT, Annex I of this INVITATION FOR BID (IFB).

**2.2.1.** The address of each building can be verified below:

Facility	Address
BACW's Headquarters	1701 22nd St. N.W. Washington, DC 20878
BACW's Warehouse	4601 Beech Road, Temple Hills, MD 20748

**2.3.** It is noted that the services related to this INVITATION FOR BID must comply with all the laws and regulations set forth by the U.S. Federal Government, the district and the state in which the facilities are located.

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

- ANNEX I – BASIC PROJECT;**
- ANNEX II - PRICE PROPOSAL MODEL;**
- ANNEX III – CONTRACT DRAFT;**
- ANNEX IV – TECHNICAL VISIT;**

**2.5.** 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**.

## 3. TECHNICAL VISIT

**3.1.** The prospective companies may schedule a Technical Visit at the facilities to survey the installations and to collect all the information and conditions required for the performance of the work.

**3.2.** The Technical Visit must be scheduled by the e-mail [chf.dlc.cabw@fab.mil.br](mailto:chf.dlc.cabw@fab.mil.br) with the subject: **[Technical Visit IFB 207083/CABW/2020]**

**3.3. Bidders will not be allowed to perform a Technical Visit in any facility without a previous appointment.**

**3.4.** The Technical Visit must be made during business days from 8:00 a.m. (EST) to 2:45 p.m. (EST) up to **02/10/2021**.



**3.5.** At the time of executing the Technical Visit the company's representative will receive a Declaration of Technical Visit, as per ANNEX IV.

**3.6.** The bidder has the right to not perform a Technical Visit. However, the bidder cannot claim on the conditions of the facilities.

#### **4. PARTICIPATION REQUIREMENTS**

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

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

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

**4.2.2.** Dissolution or liquidated;

**4.2.3.** Suspended from participating in bidding processes or have a note of failure on the execution of a contracting in its registration in BACW in the last 3 months;

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

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

**4.2.6.** That 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.

#### **5. ACCREDITATION**

**5.1.** The bidder, or its representative shall report to the Bidding Commission at the place, date and time indicated in the preamble of this Invitation for 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 the document 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 Price Proposals).

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

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

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

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

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



## 6. ENVELOPES WITH QUALIFICATION DOCUMENTATION AND PRICE PROPOSAL

6.1. Each bidding participant shall present two envelopes, one containing the Qualification Documents and the other the Price Proposal.

6.2. 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 (Company).

6.3. 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  
INVITATION FOR BID Nº 207083/CABW/2020  
[NAME OF THE COMPANY]

**ENVELOPE Nº 02 – PRICE PROPOSAL**  
BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON  
INVITATION FOR BID Nº 207083/CABW/2020  
[NAME OF THE COMPANY]

6.4. The ENVELOPE Nº 01 – QUALIFICATION DOCUMENTS, and the ENVELOPE Nº 02 – PRICE PROPOSAL **must be included in an oversized envelope, sealed and addressed to BACW's 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 # 207083/CABW/2020**  
BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON  
1701 22nd Street N.W. Washington, DC 20008  
  
SESSION ON **02/11/2021 at 10:00 a.m. (EST)**  
[NAME OF THE COMPANY]

6.4.1. The envelope may be forwarded by Postal Service (USPS) or any other similar delivery service with tracking capabilities, and proof of delivery receipt. The envelopes must be delivered at least by the opening of the public session at **10:00 a.m.** (Eastern Standard Time) of **02/11/2021.**



**6.4.1.1.** Bidders are strongly advised to inform the tracking number of their envelopes to the BACW's BIDDING COMMISSION by means of the e-mail [chf.dlc.cabw@fab.mil.br](mailto:chf.dlc.cabw@fab.mil.br) prior to the date and time of the opening of the public session.

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

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

**6.4.1.4.** When sending envelope by Postal Service (USPS), 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 allow the inclusion of the Bidding Number in the REFERENCE field.)

**6.4.2.** Envelopes may also be presented in person to the Bidding Commission during the public session.

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

**7.1.** Companies must deliver the following documents in its qualification envelope.

### **7.2. Legal Qualification:**

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

**7.2.2.** Present the **Basic Business License** or other evidence of authorization to operate in the relevant jurisdiction, in the relevant field and issued by relevant Government Agency;

**7.2.3.** Present the following documents of the Company: **Certificate of Incorporation, or Certificate of Formation, or Articles of Incorporation, or Articles of Organization,** or other similar organizational document.

**7.2.4.** Present a valid **Certificate of Liability Insurance** of the Company (proof of insurance);

**7.2.1.** If the company performed a TECHNICAL VISIT to BACW's facility, a copy of the DECLARATION OF TECHNICAL VISIT must be included in the Qualification Documents' Envelope.

### **7.3. Technical Qualification:**

**7.3.1.** Present **evidence** of being capable of performing the services that are object of this solicitation, as well as to subcontract any part of the services that requires specialized personnel;

**7.3.2.** Due to the Technical aspect of the hiring, the company is required to present a declaration in which states that at time of the contract performance, **qualified employees** will perform services in which CERTIFIED PROFESSIONALS are required by local regulations.

**7.3.3.** If the Bidder plans on hiring a subcontractor to perform services that require CERTIFIED PROFESSIONALS, the BIDDER must present a **declaration** stating the network of possible **subcontractors** containing the job to be performed, the subcontractor's company name, point-of-contact, address, phone and e-mail of the point-of-contact.





**7.3.4.** Present **Declaration** from its Chief of Financial Officer (CFO) or equivalent company's official stating that the BIDDER has adequate financial resources to perform the contract, or the ability to obtain them.

**7.4.** The required certificates and/or statements shall be valid in cases where there are expiration dates.

**7.5.** 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.

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

**8.1.** 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:

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

**8.1.1.1.** The service quoted shall include all costs arising from the performance of all inputs such as food and raw material costs, transportation, fees and/or taxes, social contributions, expenses, insurance, worker's compensation, liability insurance, labor, social security, fiscal, administration fees, equipment, materials, and all other fees necessary for full compliance with the object of the INVITATION, in accordance with the Basic Project.

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

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

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

**8.2.** 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.

**8.3.** 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.

**8.3.1.** 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.

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

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



**8.5.** 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.

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

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

**8.8.** The winning bid shall be the bid with the **LOWEST GLOBAL PRICE**.

**8.9.** The BIDDERS must submit a PROPOSAL Summary with the annual costs expressed by Facility including all the services that are object of this BASIC PROJECT.

**8.1.** The BIDDERS must submit the **COST PER RANGE** expressed by Facility for the services that are object of this BASIC PROJECT as ABOVE STANDARD SERVICES.

**8.2.** The BIDDERS must submit the **SERVICE CALL FEE** individually for Elevator services, Burglary Alarm Services, and HVAC services.

**8.3.** The BIDDERS must indicate if the services will be performed by the CONTRACTED PARTY or by a subcontractor in the cases of SOLID WASTE/TRASH MANAGEMENT, WINDOW CLEANING, SNOW AND ICE REMOVAL, ELEVATOR MAINTENANCE, BURGLARY ALARM MONITORING, and/or HVAC ROUTINE MAINTENANCE.

**8.3.2.** Should the BIDDER hire a subcontractor, it must indicate on its proposal the MARKUP PERCENTAGE of the subcontractor's cost.

**8.3.3. Markup higher than 10% of the subcontractor cost shall not be accepted.**

**8.4.** If any START UP FEE applies, the BIDDER MUST indicate it in the PRICE PROPOSAL.

**8.5.** Bidders must submit their Price Proposals in accordance with the PRICE PROPOSAL MODEL as provided in the Invitation for Bid.

**8.6.** In order to achieve the **GLOBAL PRICE**, the bidder must provide the YEARLY proposal for STANDARD SERVICES per building and sum with the SERVICE CALL FEES and each range for snow removal.

**8.6.1.** The GLOBAL PRICE shall be used as a parameter to assuring the LOWEST BID. However, payment for STANDARD SERVICES shall be made as the services are rendered. Furthermore, payment for SERVICE CALLS and SNOW AND ICE REMOVAL FOR AREAS REQUIRING HEAVY EQUIPMENT shall only be made as they are rendered, provided they were authorized by the CONTRACT MONITOR.

## **9. PROCEDURE FOR OPENING ENVELOPES**

**9.1.** On the date, time and place indicated in this Invitation for Bid, with the bidders or their representatives present, BACW's Bidding Commission will receive the oversized sealed envelopes (referenced in item 5.4) containing **Envelopes nº 01 and nº 02**, and will proceed to initiate the Bidding Process.

**9.1.1.** As a public act, the Bidding Process may be attended by any person, but only the bidders and their registered representatives will be allowed to engage the Bidding Commission in conversation.



- 9.2.** 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.
- 9.3.** After the bidders are identified, the Bidding Commission will proceed to opening Envelopes nº 01 – Qualification Documents.
- 9.3.1.** The content of the envelopes shall be initialed by the members of the Bidding Commission and the representatives of all of the bidders present.
- 9.4.** The qualification of the bidders will be verified, in accordance with this Invitation for Bid.
- 9.4.1.** 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.
- 9.4.1.1.** 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.
- 9.5.** 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.
- 9.6.** 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.
- 9.7.** 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.
- 9.7.1.** The opening of PRICE PROPOSAL may occur at the same meeting in the following cases:
- 9.7.1.1.** All bidders are declared QUALIFIED by the BIDDING COMMISSION, and the present bidders waive their right to appeal.
- 9.7.1.2.** All the bidders are present and waive their right to appeal.
- 9.7.1.3.** 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.
- 9.8.** 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.
- 9.9.** 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.
- 9.10.** The price proposals from the qualified bidders will be judged according to the requirements set forth in this Invitation for Bid.
- 9.11.** 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.



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

## 10. REVIEWING QUALIFICATION DOCUMENTS

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

10.1.1. 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 for Bid.

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

10.2. Bidders will be notified of their qualification or otherwise 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 minutes.

## 11. REVIEWING THE PRICE PROPOSAL

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

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

11.2.1. Does not comply with Section 8 (Price Proposal) of this Invitation for Bid;

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

11.2.3. Is not in compliance with any requirement set forth in this Invitation for Bid or the BASIC PROJECT;

11.2.4. 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;

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

11.2.5.1. 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.

11.3. Shows 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).

11.4. 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.

11.4.1. 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.

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



**11.5.** 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.

**11.5.1.** 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.

## **12. HOMOLOGATION AND ADJUDICATION**

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

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

## **13. CONTRACT**

**13.1.** 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 III, under the penalty of losing the right to be hired as well as being subject to the sanctions set forth in this Invitation for Bid and any other penalties or damages available under applicable law.

**13.1.1.** 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.

**13.2.** At the time of signing the contract, the WINNER BIDDER shall present the following:

**13.2.1. Present evidence of Worker's Compensation Insurance** for all their employees to cover any accident involving its staff, material, installations and equipment.

**13.2.2.** Present proof that its employees working on site are authorized to work in the United States, presenting **I-9 Form** (Employment Eligibility Verification).

**13.2.3.** In case of sub-contracting any service described in this Basic Project, it is the CONTRACTED PARTY responsibility to assure that all sub-contractor employees are authorized to work in the United States.

**13.3.** 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.

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

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

**13.6.** 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.



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

#### **14. SUBCONTRACTING**

**14.1.** In case there is sub-contracting, it shall abide by the following guidelines:

**14.1.1.** Sub-contracting may be authorized by the BACW's Commanding Officer, through the CONTRACT MONITOR.

**14.1.2.** Sub-contractor shall prove having the technical qualification to perform the services, even though, the responsibility for the quality of such services lies on the CONTRACTED PARTY.

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

#### **15. TERMS**

**15.1.** Term of Validity

**15.1.1.** 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.

**15.1.2.** 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.

**15.2.** Term of Execution

**15.2.1.** The period of execution of the CONTRACT shall be 12 months period, starting at the SERVICE ORDER issuance.

**15.3.** Acceptance Timeframe

**15.3.1.** The services performed must be accepted by the Administration through an adequately qualified Commission, referred to as COMREC by means of a Term of Receipt.

**15.4.** Payment Processing Time

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

#### **16. FINANCIAL GUARANTEE**

**16.1.** The provision of a Contract guarantee will not be required for this Invitation for Bid.

#### **17. CHANGES TO THE CONTRACT**





**17.1.** Pursuant to Article 65, § 1, of Law nº 8.666/93 (Brazil), a CONTRACTED PARTY is required to accept, under the same terms and conditions, any changes involving addition or subtraction 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.

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

**17.1.2.** 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.

## **18. PRICE ADJUSTMENT**

**18.1.** 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.

**18.2.** 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.

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

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

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

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

**18.7.** 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*).

**18.8.** 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.

## **19. MONITORING**

**19.1.** The CONTRACT MONITOR must be a Federal Employee, specifically appointed by the Brazilian Public Administration, in accordance with the precepts established by the Brazilian Federal Law Nº 8.666/1993, of ICA nº 65-8/2009, and of ICA nº 12-23/2014, so as to monitor and inspect the fulfillment of the contract to be executed.



**19.2.** 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 adjustment, and it must be performed by the MONITOR.

**19.3.** The CONTRACTING PARTY'S representative must have the necessary experience to monitor and oversee the performance of the Contract.

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

**19.5.** Contractual performance must be monitored and inspected through oversight instruments such as reports, including monitoring of the fulfillment of the obligations arising from this agreement.

**19.6.** The MONITOR shall note in his records all events related to the performance of the Contract, taking the necessary measures for the complete fulfillment of contractual clauses. The measures exceeding his competence must be notified to the relevant authority in a timely manner.

**19.7.** 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.

## **20. PAYMENT**

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

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

**20.1.1.1.** CONTRACTED PARTY Quality Control Monthly Report.

**20.1.1.2.** Inspection forms from the CONTRACTING PARTY with its corrective actions.

**20.1.1.3.** Receipt signed by the MONITOR stating the amount of time and range to be billed in case of SNOW AND ICE REMOVAL FOR AREAS REQUIRING HEAVY EQUIPMENT.

**20.1.1.4.** Description of any SERVICE CALL performed in the billed period.

**20.1.1.5.** Report from HVAC PREVENTIVE MAINTENANCE stating the execution of the HVAC PREVENTIVE MAINTENANCE and/or any services to be performed.

**20.1.2.** Term of Receipt issued by COMREC after appraisal and acceptance of the required documents specified in this BASIC PROJECT.

**20.1.3.** INVOICES, in U.S. dollars, must be forwarded to the COMREC with the proper documentation attached to it.

**20.1.4.** INVOICES forwarded to the COMREC without proper documentation as requested above **shall not be paid**. The time for the CONTRACTED PARTY to furnish the documentation will not implicate in delay in payments by the CONTRACTING PARTY. The INVOICES will only be accepted by COMREC with the requested documentation.





**20.1.5.** The CONTRACTING PARTY may hold the monthly payment so the CONTRACTED PARTY may correct the unacceptable performance.

## **21. RECEIPT OF THE OBJECT**

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

**21.2.** It is the responsibility of the RECEIVING COMMISSION to:

**21.2.1.** Ensure that the CONTRACTED PARTY meets all requirements for the service objects, which are described in this BASIC PROJECT:

**21.2.2.** Accept or reject services according to the specifications set forth in the BASIC PROJECT within 10 (ten) consecutive days:

**21.2.3.** Once approved, the INVOICES shall be sent to the BACW's Contract Department, together with an Acceptance Receipt within 5 (five) days. If there is any discrepancy, the INVOICE must be returned to the CONTRACTED PARTY, so that the necessary corrections may be made, with a letter explaining the reasons for its return; and

**21.2.4.** During the performance of the CONTRACT, all proposals, questions, discrepancies, causing difficulties or requiring evaluation must be submitted to the MONITOR. If necessary, the MONITOR may submit all proposals, questions, discrepancies, causing difficulties or requiring evaluation for the purpose of receiving approval and/or issue of opinion by the BACW's Chief.

## **22. ACTS OF GOD OR FORCE MAJEURE**

**22.1.** Acts of God or force majeure events shall be notified in writing to the Chief of the BACW, through the MONITOR, so that he may decide appropriate course of action, provided it has been proven that such events affect the services performed in connection with the object of this CONTRACT.

**22.2.** For the purposes of this CONTRACT, 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 nº 8.666/93 (Brazil).

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

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

## **24. TERMINATION OF THE CONTRACT**

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

## **25. BUDGETARY ALLOCATION**



**25.1.** The expenses arising from this contract shall be paid with resources of the item 33.90.39, Action 2000, as Work Program received by the BACW from the Plan of Action of the Aeronautical Command, according to the Brazilian General Budget for the fiscal year.

## **26. VIOLATIONS AND ADMINISTRATIVE SANCTIONS**

**26.1.** For the application of administrative sanctions it should be considered the following: the seriousness of the offense; recidivism; damage to the public interest; and the injury to the Administration.

**26.2.** Failure to comply with the CONTRACT in whole or in part or any breach of the obligations contained in the CONTRACT and in this bidding document will subject the CONTRACTED PARTY, without prejudice to other civil and criminal penalties, to any and all damages and remedies available to hereby CONTRACTING PARTY under the CONTRACT or applicable law, ensure due process, the following penalties:

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

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

**26.2.1.2.** Fines referred to in item II of Art. 87 (fine for total or partial non-performance of CONTRACT) of Federal Law nº 8.666 / 93 (Brazil) may be defined and implemented as follow:

**26.2.1.2.1.** A fine may be applied for partial non-performance in the amount of 0.2% of the total amount of the CONTRACT if the CONTRATED PARTY fails to comply with any condition set in the CONTRACT; and

**26.2.1.2.2.** If the CONTRACTED PARTY causes termination of the contract, a fine will be imposed, for non-performance, in the amount of 10% (ten percent) of the current value of the CONTRACT, subject to late-payment penalty or other sanctions pursuant to art. 87 of Federal Law 8.666/93 (Brazil).

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

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

**26.4.1.** If payment of the preceding items is not satisfied, the fines will be deducted from the financial guarantee.

**26.5.** After the actions mentioned in the previous items, if it persists the denial of payment of the fine, the Expenses Authority (holder or delegate) of BACW, as appropriate, will be forward the process to the Brazilian Attorney General of the National Treasury (PGFN) for analysis and



description of the company sanctioned in Active Debt of the Union (DAU) and / or initiate the judicial execution, depending on the amount involved.

**26.6.** The fine will not relieve the CONTRACTED PARTY of repairing the damages caused to the Administration, nor rule out the possibility of the imposition of other administrative penalties.

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

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

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

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

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

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

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

**26.8.2.2.** The complaint of the unenforceability of the prices presented; and  
In presentation of frivolous appeal.

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

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

**26.8.3.2.** The absence of financial guarantee submission under this Invitation for Bid;

**26.8.3.3.** The recurrence of punishable illicit practice in the form of letters "25.8.1" and "25.8.2" of this item, in less than 24 (twenty four) months;

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

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

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

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

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

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



**26.8.4.3.** The recurrence of punishable default practice in the form of the letter "25.8.3" of this item, within less than 36 (thirty six) months.

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

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

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

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

**26.8.5.4.** In the definitive conviction for willful practice of tax fraud in the collection of taxes related to the CONTRACT;

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

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

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

**26.8.5.8.** In the recurrence of punishable default practice in the form of item "25.8.4" term of less than 48 (forty eight) months.

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

**26.10.** It is understood by failure in the performance of the CONTRACT, means to not complete the provision of the service in accordance with the technical specifications contained in this CONTRACT.

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

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

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

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

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

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

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



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

## **27. APPEALS**

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

**27.1.1.** 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:

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

**27.1.1.2.** Judgment of the proposals;

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

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

**27.1.1.5.** Termination of the CONTRACT, unilaterally by the Administration (BACW) for cases provided for under item I, Article 79 of Federal Law nº 8.666/93 (Brazil);

**27.1.1.6.** Issuance of a warning, suspension or compensatory fine.

**27.2.** 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**.

**27.3.** The appeal will be addressed to the BACW Chief, through the Bidding Commission, which may reconsider its decision within **five (5) business days**.

**27.3.1.** If the appeal is rejected, the CONTRACTING PARTY must forward the appeal to the higher authority, for an additional **five (5) business days**, all of which will be duly notified.

## **28. GENERAL PROVISIONS**

**28.1.** Any doubts arising from the provisions of this Invitation for Bid may be the subject of consultation, in writing, with the Bidding Commission in charge of this bidding process, up to 48 hours before the delivery of the proposals.

**28.1.1.** 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.

**28.2.** 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.

**28.3.** 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.



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

**28.5.** 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 in any way affect the formulation of proposals.

**28.6.** 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.

**28.7.** 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.

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

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

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

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

**28.10.** 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.

**28.11.** 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.

**28.11.1.** 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:

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

**28.11.1.2.** Specifications have been revised;

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

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

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

**28.12.** 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).

**28.13.** 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.

**28.14.** In the event of discrepancies between the provisions of this Invitation for Bid and the other documents of the bidding process, the Invitation for Bid will prevail, with the exception of the CONTRACT executed by the winning bidder (CONTRACTED PARTY) shall govern its relationship with the BACW.

**28.15.** The Invitation for Bid and its Annexes may be read and/or obtained at BACW at the address indicated below, during business days, from 8:30 a.m. to 11:30 a.m., and 1:30 p.m. to 3:00 p.m. (EST).

**28.16.** 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) 518 7359**

**Fax: (202) 483 4684**

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

**28.17.** 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 for 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.

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

Washington, D.C., **February 3<sup>rd</sup>, 2021.**

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

**Reviewed by:**

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Rodrigo Otavio Correa Sampaio, Lt Col  
Chief of BACW Internal Control