



**MINISTRY OF DEFENSE
AIR FORCE COMMAND
BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON**

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**REVERSE AUCTION No. 223218/CABW/2022
PAG No. 67102. 223218/2022-87**

Approved on: September 20th, 2022.

Wilson Paulo Corrêa Marques Col
Commanding Officer, BACW

It is made public that the Brazilian Federal Government – Ministry of Defense – Air Force Command, through the Brazilian Aeronautical Commission in Washington (BACW), with its main offices located at 1701 22nd St., N.W., Washington, DC, USA, Zip Code 20008, will carry out a Bidding Process, on the basis of indirect execution, to be adjudicated based on the **LOWEST GLOBAL PRICE PER ITEM**, in accordance with the principles of isonomy, selection of the most advantageous proposal for Federal Administration, legality, impersonality, morality, advertising, efficiency, equality, public interest, planning, transparency, effectiveness, segregation of functions, motivation, administrative probity, binding to the summons instrument, objective judgment, legal certainty, reasonableness, competitiveness, proportionality, speed and resource saving, the requirements established in this Notice, and according to the Ordinance GM-MD No. 5.175 of 2021.

Session Date: 10/05/2022

Time: 10:00 a.m. (US-EST)

Location: 1701 22nd St., N.W., Washington, D. C., USA, Zip Code: 20008

Judgment Criterion: LOWEST GLOBAL PRICE PER ITEM

Implementation Regime: Fixed by UNIT Price

1. OBJECT

1.1. The object of this Solicitation is the contracting of a carrier company to provide mobile and landline telephone, and high-speed Internet services, including rental of equipment such as Token or Hotspot for the BACW's headquarters in Washington D.C., and its warehouse in Temple Hills, MD, according to the specifications in this Solicitation Notice and its Annexes.

1.2. The proposal judgement criterion adopted in this Solicitation will be the LOWEST GLOBAL PRICE PER ITEM, following the requirements contained in this Notice and its Annexes regarding the specifications of the object.

2. BUDGETARY RESOURCES

2.1. The expenses to meet this Bid are scheduled in its own budget allocation, provided for in the Union budget for the financial year 2022, in the classification below:

Management/Unit: 120090

Action: 2000

Expense Element: 33.90.39

3. ACCREDITATION AND OPENING OF THE SESSION

3.1 Bidders who wish to have a representative during the Bidding procedure phases must present the following:

- 3.1.1 Corporate name of the company/consortium;
- 3.1.2 Bidder's address;
- 3.1.3 Name of its legal representative;
- 3.1.4 Power of attorney for the legal representative;
- 3.1.5 Legal representative's identification document number (eg, General Registry identity document number, National Driver's License number, Passport number, or any other government-issued photo identification document); and
- 3.1.6 Legal representative's address.

3.2 Each accredited member may represent only one Bidder.

3.3 At this stage, the representative shall deliver:

- a) Envelopes with the price proposal and the qualification documents, separated and closed, containing on their external and frontal parts, in highlighted characters, the following information:

BIDDING PROCESS No. 223218/CABW/2022 BIDDER: [COMPANY NAME] ENVELOPE No. 01 - QUALIFICATION DOCUMENTS
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BIDDING PROCESS No. 223218/CABW/2022 BIDDER: [COMPANY NAME] ENVELOPE No. 02 - PRICE PROPOSAL

3.4 Interested Bidders are protected the right to send the envelopes of the Price Proposal and the Qualification Documents by post, with acknowledgement of receipt (AR), provided that they are filed with the Brazilian Aeronautical Commission in Washington, with all identification of the Bidder and data pertinent to the Bidding procedure in the epigraph and, unflinching, until the set time scheduled for the opening of the above-mentioned public session.

3.5 The Price Proposal and the Qualification Documents can be submitted or made available electronically by the participating company.

3.6 The entire procedure for sending and regularising the information and content of the documents referred to in item 3.4 is the sole responsibility of the Bidder.

4. PARTICIPATION

4.1. Interested parties whose field of activity is compatible with the object of this Solicitation may participate in this Bidding Process.

4.2. You will not be able to participate in this Bid if:

- 4.2.1. You are going through bankruptcy proceedings, under "competition of creditors," dissolution proceedings, judicial recovery, extrajudicial recovery, merger, division, incorporation or liquidation;
- 4.2.2. Your right to Bid and contract with the BACW is suspended, or that have been declared the disreputable to Bid or contract with the Federative Republic of Brazil;
- 4.2.3. You are a partner, manager or technical responsible, employee of any agency or entity linked to the Ministry of Defense / Aeronautical Command;

4.2.4. Your commercial branch does not specify relevant activity that is compatible with the subject matter of this Bidding;

4.2.5. In your company there is an administrator or partner with power of direction, family member of a position holder in a committee or trust function that functions in the area responsible for the demand or contract, or of hierarchically superior authority within the contracting body.

4.2.5.1. For the purposes of this item, the spouse, partner or relative in a straight or collateral line, by consanguinity or affinity, up to the third degree is considered familiar.

4.3. It is also restricted the use, in the execution of the contracted services, of employee of the future Contractor who is a family member of public agent occupying a position in committee or function of trust in this contracting body.

5. PRICE PROPOSAL AND QUALIFICATION DOCUMENTS

5.1. The price proposal, issued by computer or typed, written in English, clearly, without amendments, erasures, additions or between the lines, duly dated and signed, as also initialled on all its sheets by the Bidder or his representative, shall contain:

5.1.1. The characteristics of the object clearly and accurately, in line with the specifications contained in the attached Reference Term.

5.1.2. The Global Price shall be in U.S. dollars, according to the prices charged on the market, taking into account the quantities contained in the Reference Term - ANNEX I.

5.2. The presentation of a Proposal implies full acceptance, by the Bidder, of the conditions set out in this Notice and its Annexes.

5.3. The Price Proposal and the Qualification Documents may be sent or made available electronically.

6. THE COMPLETION OF THE PROPOSAL

6.1. The submission of the Proposals implies mandatory compliance with the provisions contained therein, in accordance with the provisions of the Terms of Reference, assuming the tenderer the commitment to perform the services in its terms, as well as to provide the necessary materials, equipment, tools and utensils, in quantities and qualities appropriate to the perfect contractual execution, promoting, when required, its replacement.

6.2. The prices offered, both in the initial Bid and in the Bidding stage, shall be the sole responsibility of the Bidder, not assisting him or her with the right to submit any changes, on the grounds of error, omission or any other pretext.

6.3. The validity of the price proposal will be 60 (sixty) days from the date of its submission.

6.4. All specifications of the object contained in the proposal bind the Contractor.

6.5. The proposal will include all operating costs, social security, labor, tax, commercial and any other charges that directly or indirectly affect the provision of services, determined by completing the Price Proposal Model, as annexed in this Notice;

7. OPENING OF THE SESSION, CLASSIFICATION OF PROPOSALS AND FORMULATION OF BIDS

7.1. The opening of this Bid will take place in a public session, on the date, time and place indicated in this Solicitation Notice.

7.2. The Contracting Officer will check the proposals submitted, disqualifying those that do not comply with the requirements established in this Notice.

7.3. The disqualification of the proposal will always be based and recorded in Meeting Minutes.

7.4. The Contracting Officer will classify the accepted Proposals, and only these will participate in the Bidding phase.

7.5. Once the competitive stage has begun, Bidders must, in order, submit their Bids to the Contracting Officer, being the Proposals duly registered.

7.5.1. The Bid must be offered for the total value amount of the item.

7.6. Bidders may offer successive Bids, observing the time set for the opening of the session and the rules set out in the Notice.

7.7. The Bidder may only Bid less than the last Bid offered and registered by the auctioneer and his support team.

7.8. The judgment criteria adopted will be the LOWEST GLOBAL PRICE PER ITEM, as defined in this Notice and its Annexes.

7.9. If the Bidder does not offer a lower Bid, he will compete with the value of his original proposal.

7.10. The Contracting Officer will individually invite the classified Bidders, sequentially, to submit verbal Bids, from the author of the proposal classified as higher price and the others, in descending order of value.

- 7.11. The withdrawal in presenting verbal Bid, when summoned by the Contracting Officer, will imply the exclusion of the Bidder from the Bidding stage and the maintenance of the last price presented by him, for the purpose of ordering the proposals.
- 7.12. In the event of a tie between two or more Bids, the following tiebreaker criteria will be used in this order:
- 7.12.1. Final dispute, hypothesis in which the tied Bidders may submit a new proposal in continuous act to the classification; and
 - 7.12.2. Public draw, on a date and time established by the Administration, for which all Bidders will be summoned.
- 7.13. After the final proposal of lower price, The Contracting Officer can negotiate with the Bidder to obtain a better price, observing the judging criterion, not being admitted to negotiate conditions other than those provided for in this Notice.

8. ACCEPTANCE OF THE WINNING PROPOSAL

- 8.1. After the negotiation stage, the Contracting Officer will examine the proposal classified first as to the suitability of the object and the compatibility of the price in relation to the maximum stipulated for contracting in this Notice and its annexes.
- 8.2. If there is only one offer and provided that it meets all the terms of the notice and that its price is compatible with the estimated value of the contract, it can be accepted.
- 8.3. If the proposal of lower value is not acceptable, or is disqualified, the Contracting Officer will examine the subsequent proposal, and so on, in the order of classification, until the match of a proposal that meets the Notice requirements.
- 8.4. In this situation, the Contracting Officer can negotiate with the Bidder to obtain a better price.
- 8.5. In the judgment of the Proposals, the Contracting Officer may fix errors or failures that do not alter its substance, by reasoned order, recorded in Meeting Minutes and accessible to all, attributing to them validity and effectiveness for classification purposes.
- 8.6. If the Proposal of the Bidder holding the lowest price is acceptable, the Bidder must prove his/her condition of qualification, in the form determined in this Notice.
- 8.7. The winning Participant or Proposal will be disqualified if:
- 8.7.1. They do not comply with the requirements set out in this Notice;
 - 8.7.2. They present illegal issue;
 - 8.7.3. They do not present the specifications required in the Terms of Reference;
 - 8.7.4. They Present the final price proposal with a value higher than the maximum price set in the Terms of Reference.
- 8.8. If there are indications of the price proposal unenforceability, or in the case of the need for further clarification, steps may be taken to ensure that the undertaking proves the feasibility of the tender.
- 8.9. When the Bidder presents a final price proposal of less than 30% (thirty percent) of the average price offered for the same item, and the unenforceability of the tender is not blatant and evident by the analysis of the cost sheet, and it is not possible to immediately disclassify it, it will be mandatory to take steps to assess the legality and feasibility of the proposal.
- 8.10. The Contracting Officer may summon the Bidder to present a new price spreadsheet readjusted to the final value amount offered.
- 8.11. After the analysis regarding the acceptance of the Price Proposal, the Contracting Officer will verify the qualification of the Bidder, in accordance with the provisions of this Notice.

9. QUALIFICATION

- 9.1. As a precondition for examining the qualification documentation of the Bidder holding the Proposal to be classified first, the Contracting Officer will verify the eventual non-compliance with the conditions of participation, especially regarding the existence of a sanction that prevents participation in the event or future contracting.
- 9.1.1. Once a sanction is found, the Contracting Officer will repute the unqualified Bidder, for lack of conditions to participate.
- 9.2. If the Bidder is the parent company, all documents must be in the name of the parent company, and if the Bidder is the subsidiary, all documents must be in the name of the subsidiary, except for certificates of technical capacity, and in the case of those documents that, by their very nature, are proven to be issued only on behalf of the parent company.
- 9.3. If the conditions of participation are met, the qualification of the Bidders will be verified by the following documents in envelope 01:
- 9.3.1. **Legal Qualification:**

- a) Document indicating the Company's Federal Tax Identification Number (e.g., National Registry of Legal Entities - CNPJ, Federal Identification Number - FEIN, and/or Tax Identification Number - TIN); and
- b) Operating license, commercial registration, or document that authorize the company's operation.

9.3.2. Economic-Financial Qualification:

- a) The BACW will consult the Dun & Breadstreet (D&B) website/report, and only participating companies with a D&B risk indicator not above the "Moderate-High" level will be considered qualified. This risk indicator has a direct correlation with the "Failure Score" and will be used for the purpose of assessing the company's financial capacity.

9.3.3. Technical Qualification:

- a) In the case of companies that are subsidiaries of holding companies, providers of telephony and Internet services traditionally recognized in the American market, they must present a document or statement that proves the connection of their operations with the main holding company.

9.4. The Award phase will take place immediately after the Qualifying phase.

9.5. If there is a need to thoroughly analyze the required documents, the Contracting Officer will suspend the session, informing a new date and time for its continuity.

9.6. The Bidder who does not prove his/her qualification will be disqualified, either by not presenting any of the documents required to do so, or presenting them in disagreement with the provisions of this Notice.

9.7. Once the qualification requirements set in the Notice are in place, the Bidder will be awarded the Contract.

10. FORWARDING THE CHOSEN PROPOSAL

10.1. The final Proposal of the declared winning Bidder must be submitted within **48 (forty-eight) hours**, from the request of the Contracting Officer, reflecting the final value amount presented during the public session.

10.1.1. The final proposal must be typed in English, without blurs, errors, erasures, between rows or reservations, and the last sheet must be signed and the others initialed by the Bidder or his legal representative.

10.2. The final proposal shall be documented in the case-by-case submission and shall be taken into account during the performance of the contract and the application of any sanction to the Contracted Party, if applicable.

10.3. All specifications of the object contained in the proposal bind the Contracted Party.

10.4. Prices should be expressed in U.S. dollars, the unit value in Arabic numerals and the overall value in numerals and in full.

10.4.1. If there is divergence between unit prices and the global price, the former will prevail; in the case of divergence between the numerical values and the values expressed in full, the latter shall prevail.

10.5. The offer shall be firm and precise, strictly limited to the subject matter of this Notice, without containing price alternatives or any other condition that induces judgment to more than one result, under penalty of disqualification.

11. RESOURCES

11.1. Being declared the winner, any Bidder may, during the period granted in the public session, immediately express its intention to appeal.

11.2. The reasons for the appeal should be submitted within **03 (three) business days**.

11.3. The deadline for filing counter-reasons will be the same as the appeal and will begin on the date of personal notification about it or the disclosure of the appeal.

11.4. As for the appeal filed in reason of the judgment of the proposals and the decision of qualifying or disqualifying Bidders, the following provisions will be observed:

11.4.1. The intention to appeal shall be expressed by the participant immediately, under penalty of impediment, and the deadline for filing the recursive reasons shall be initiated on the date of the notification or of the drafting of the minutes of the qualification process or, in the event of adoption of the phase reversal provided for in Art. 80, § 2, of Ordinance GM-MD No. 5,175 of December 15, 2021, the minutes of judgment; and

- 11.4.2.** The assessment of it will take part in a single phase.
- 11.5.** The reception of the appeal will entail invalidation only of a needless act.

12. PUBLIC SESSION REOPENING

- 12.1.** The public session may be reopened:

11.5.1. In the event of an appeal which leads to the annulment of acts prior to the holding of the previous public session or in which the public session itself is annulled, a situation in which the annulled acts and those that depend on it will be repeated.

11.5.2. When there is an error in accepting the best-rated price proposal or when the declared winning Bidder does not sign the contract, the procedures immediately after the closing of the Bidding stage will be adopted.

- 12.2.** All remaining Bidders must be summoned to accompany the reopened session.

- 12.3.** The call will take place through e-mail and according to the Bidding procedure phase.

- 12.4.** The call made by e-mail will take place according to the data contained in the accreditation or registration of SILOMS EXTERIOR (Brazilian Air Force system), being the Bidder's responsibility to keep its registration data updated.

13. AWARD AND HOMOLOGATION

- 13.1.** The object of this solicitation shall be awarded to the Bidder declared the winner, by act of the Contracting Officer, if there is no appeals, or by the competent authority, after the regular decision towards the submitted appeals.

- 13.2.** After the appealing phase, once the regularity of the acts carried out is verified, the competent authority shall approve the Bidding procedure.

14. GUARANTEE OF CONTRACTUAL PERFORMANCE

- 14.1.** There will be no requirement of a Contract Guarantee for this Solicitation.

15. CONTRACT TERM OR EQUIVALENT INSTRUMENT

- 15.1.** After the approval of the solicitation, in which the contracting is carried out, a Purchase Order will be signed, an instrument equivalent to the Term of Contract, considering the acceptance and signature of the "Terms and Conditions" of the awarded company, according to local peculiarities of the transportation industry.

- 15.2.** The contracted party shall have a period of ten (10) business days, starting from the date of its call, to sign the Term of Contract or accept the equivalent contractual instrument (Term of Contract and Purchase Order), under penalty of decaying the right to hire, without prejudice to the penalties provided for in this Notice.

15.2.1 Alternatively to the summons to appear before the agency or entity for the signature of the Term of Contract, or any other chosen contractual instrument, the Administration may forward it for signature, upon postal correspondence with acknowledged receipt (AR), provision of access to electronic process system for this purpose or any other electronic means, so that it is signed and returned within a maximum of **ten (10) days**, starting from the date of receipt or of access to the electronic process system.

15.2.2 The period provided for in the previous sub-item may be extended, for the same period, by a justified request of the Contracted Party and accepted by the Administration.

- 15.3.** The Acceptance of the Term of Contract, issued to the awarded company, implies the recognition that:

15.3.1 The Term of Contract is replacing the Contract, to be applied to the business relationship established in this Solicitation Notice;

15.3.2 The Contracted Party is bound by its proposal and the items/clauses contained in the Solicitation Notice and its Annexes;

15.3.3 The total or partial non-performance of the contract gives rise to its termination, with the contractual consequences and those provided by law or regulation.

16. PRICE READJUSTMENT IN GENERAL SENSE

16.1. The rules regarding the general readjustment of contractual value are those laid down in the Terms of Reference, document attached to this Solicitation Notice.

17. RECEIPT OF THE CONTRACTUAL OBJECT AND INSPECTION

17.1. The criteria for receiving, accepting, and inspecting the contractual object are provided for in the Terms of Reference document attached to this Solicitation Notice.

18. CONTRACTING AND CONTRACTED PARTIES LIABILITIES

18.1. The liabilities of the Contracting and Contracted Parties are those set forth in the Terms of Reference and/or in the Term of Contract.

19. PAYMENT

19.1. The rules regarding payment are those established in the Terms of Reference document, attached to this Notice and/or in the Term of Contract.

20. ADMINISTRATIVE SANCTIONS

20.1. Commits an Administrative Infraction the Contracted Party that:

I - Causes partial non-execution of the contract;

II - Causes the partial non-execution of the contract causing serious damage to the Administration, the operation of its public services or to the public interest;

III - Causes the total non-execution of the contract;

IV - Not deliver the documentation required for the Solicitation;

V – Does not backup its proposal, except as a result of a duly justified supervenient fact;

VI – Does not enter into agreement in the contract, or does not deliver the documentation required for the contract execution, when convened within the validity period of its proposal;

VII - Causes increased delay of the contract execution or of the delivery of the object of the Bidding without justified reason;

VIII - Submits false statements or documentation required for the Solicitation or makes any false statements during the Bidding or execution of the contract;

IX - Defrauds the Bidding process or commits fraudulent act in the execution of the contract;

X - Behaves in disreputable manner or commit fraud of any kind; and

XI - Engages in illegal activities in order to frustrate the objectives of the Solicitation.

20.2. The Bidder/contracted party who engages in any of the infringements detailed in the preceding sub-items shall be subject, without inability of the Administration to press charges seeking civil and criminal liability, to the following sanctions:

20.2.1 Warning for minor faults, thus understood as those that do not cause significant losses to the object of contracting;

20.2.2 Fine in the amount of the damage caused to the Administration by the Bidder's conduct;

20.2.3 Suspension to participate in Federal Solicitations and impediment to contract with the agency, entity or administrative unit by which the Brazilian Public Administration operates and acts concretely, for a period of up to two (02) years;

20.3. The sanctions can be applied cumulatively with other sanctions.

20.4. The application of any of the sanctions provided for shall take place in administrative proceedings which will ensure the contradictory and broad defense to the Bidder/contractor.

20.5. The competent authority, in the application of the sanctions, shall take into account the seriousness of the offender's conduct, the corrective nature of the sanction, as well as the damage caused to the Administration, according to the principle of proportionality.

20.6. The sanctions towards acts committed during the contract are provided for in the Terms of Reference.

21. SOLICITATION NOTICE DISPUTE AND REQUEST FOR CLARIFICATION

21.1. Up to 03 (three) business days before the date designated for the opening of the public session, any person may dispute this Notice.

21.2. The dispute may be made electronically, by e-mail (chf.dlc.cabw@fab.mil.br) or by petition to be addressed or filed at 1701 22nd St., N.W., Washington, D.C., USA, Zip Code: 20008.

21.3. It will be up to Contracting Officer, assisted by those responsible for the preparation of this Notice and its Annexes, to decide on the dispute within 02 (two) business days from the date of receipt of the dispute

21.4. If the dispute is accepted, a new date for the Solicitation will be set and published.

21.5. Requests for Clarification stemming from this Bidding process must be sent to the Contracting Officer, up to 03 (three) business days prior to the date designated for the opening of the public session, exclusively by electronic means via the Internet, at the email address indicated in the Notice.

21.6. The Contracting Officer will respond to requests for clarification within 02 (two) business days, starting from the date of the receipt of the request, and may request formal information from those responsible for the preparation of the Solicitation Notice and its Annexes.

21.7. The disputes and requests for clarification do not suspend the deadlines laid down in the Solicitation.

21.8. The granting of suspensive effect to the dispute is an exceptional measure and should be motivated by the Contracting Officer in the solicitation/Bidding process.

21.9. Responses to requests for clarification will be disclosed by e-mail and will bind the participants and the Administration.

22. GENERAL PROVISIONS

22.1. The public session of the Trading Session will be disclosed to the participants.

22.2. If there is no expedient or any supervening fact that prevents the performance of the Bidding process on the scheduled date, the session will be automatically transferred to the first subsequent business day, at the same time previously scheduled, provided that there is no communication to the contrary by the Contracting Officer.

22.3. All time references in the Notice, and during the public session will observe Eastern Standard Time (US-EST).

22.4. In the judgment of the proposals and the qualification documents, the Contracting Officer may rehabilitate errors or failures that do not alter the substance of the proposals, documents and their legal validity, by reasoned order, recorded in meeting minutes and accessible to all, attributing validity and effectiveness to them for the purposes of qualification and classification.

22.5. The approval of the result of this Bid will not imply the right to contract.

22.6. The disciplinary rules of the Bidding will always be interpreted in favor of the expansion of the dispute between the interested parties, provided that they do not compromise the interest of the Administration, the principle of isonomy, the purpose and security of the contract.

22.7. Bidders assume all costs of preparing and submitting their documentation and proposals, and the Administration will not, in any case, be liable for these costs, regardless of the conduct or outcome of the Bidding process.

22.8. In counting the deadlines set out in this Notice and its Annexes, the day of the beginning will be excluded and the expiration will be included. Only the deadlines begin and expire on business days in the Federal Administration.

22.9. The non-compliance of non-essential formal requirements will not result in the removal of the Bidder, provided that it is possible to use the act, in compliance with the principles of isonomy and the public interest.

22.10. In case of divergence between provisions of this Notice and its Annexes or other parts that make up the Solicitation Process, the provisions of this Notice shall prevail.

22.11. This Notice is available in its entirety at <https://www2.fab.mil.br/cabw/index.php/en/>, and it can also be read and/or obtained at 1701 22nd St., N.W., Washington, D.C., USA, Zip Code: 20008, on weekdays, from 7:15 a.m. to 3:15 p.m. (EST-US), the same address and period in which the file of the administrative proceedings will remain available to the interested parties.

22.12. The following Annexes are part of this Notice for all purposes:

ANNEX I - Term of Reference;
ANNEX II - Price Proposal Model; and
ANNEX III - Draft of the Term of Contract

Prepared by:


ROBERTA GRAZIELLY COSTA SOUZA, Lt. Col. Int.
Contracting Officer