



**MINISTRY OF DEFENSE  
AIR FORCE COMMAND  
BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON**  
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**REVERSE AUCTION No. 224064/CABW/2022  
PAG N° 67102.224064/2022-41**

Approved on: November, 22<sup>nd</sup>, 2023.

*electronically signed*  
WILSON PAULO CORRÉA MARQUES Col Av  
Commanding Officer, BACW

It becomes public that the Federal Union – Ministry of Defense – Air Force Command, through the BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON (BACW), headquartered at 1701 22nd St NW Washington, DC, USA, Zip Code 20008, will carry out a Bidding Process, in the REVERSE AUCTION modality, in-person form, obeying the principles of isonomy, selection of the most advantageous proposal for the Administration, legality, impersonality, morality, publicity, efficiency, equality, public interest, planning, transparency, effectiveness, segregation of duties, motivation, administrative probity, binding to the convening instrument, objective judgment, legal certainty, reasonableness, competitiveness, proportionality, speed and economy, the requirements established in this Public Notice, and in accordance with Ordinance GM-MD No. 5,175 of 2021.

**Session Date: December 5<sup>th</sup>, 2023**

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

**Location: 1701 22nd St NW, Washington, D. C., USA, Zip Code: 20008**

**Judgment Criterion: Lowest Global Price per item**

## 1. OBJECT

- 1.1. The object of this Bidding Process is the most advantageous choice for the acquisition of permanent and consumable computer materials, as well as software, in accordance with the conditions, quantities and requirements set out in this Public Notice and its annexes.
- 1.2. The Bidding Process will be divided into items, according to the table in the Term of Reference, and the bidder may participate in as many items as they wish.
- 1.3. The judging criterion adopted will be the lowest price of the item, subject to the requirements contained in this Public Notice and its Annexes regarding the specifications of the object.

**Module 1:** Acquisition of new equipment, as per the table below, to renew BACW's technological park, thus substituting the machines currently in use with new ones and covered by the manufacturer's support and warranty.

ITEM	QTY	DESCRIPTON	UNIT PRICE	TOTAL PRICE
1	15	Monitor Dell or similar. 24 inches. Full hd. Hdmi, dvi, displayport, vga.	\$ 390.43	\$ 5,856.45



2	25	Desktop Dell optiplex small form factor (or similar); windows 10 pro; intel 10th generation core i5, 16 gb ram. 256 gb ssd; dvd +/-rw, keyboard and mouse.	\$ 883.64	\$ 22,091.00
3	15	Laptop DELL, model Latitude 3420 (or similar), Processor 11th Gen Intel Core i7-1165G7, Operating System, Windows 10 Pro (Windows 11 Pro license included), English, French, Spanish, Graphics Card Intel i7-1165G7, Integrated Intel Iris Xe Graphics CY22, Display 14" FHD (1920 x 1080) AG Non-Touch, 250nits, Camera w/shutter and Microphone, WLAN Capable CY22, Memory 16 GB, 2 x 8 GB, DDR4, 3200 MHz Hard Drive 256 GB, M.2, PCIe NVMe, SSD, Class 35	\$ 885.66	\$ 13,284.90
4	1	Eaton 9355 Series Three Phase Online Tower UPS 15kVA/13.5kW, 208Y/120V, 50/60Hz Hardwired In/Out w/ rear mount rotary maint bypass 64-Batt (3-High)13.3 minutes internal runtime at full load includes (1) 5x8 start-up Service, domestic US only(required for warranty validation/activation) Dims: 47.8"H x 12"W x 33.7"D each Weight: 609 lbs each Std Warranty: 1 Year Parts, 90 Days Labor, 1 Year PredictPulse Remote Monitoring Eaton Industrial Gateway X-Slot Card Pricing includes the following: Electrical labor and materials to remove and replace the existing 20kVA UPS with a new 15kVA UPS. Reworking existing conduit and wire as needed. Freight Charges- LTL Freight w/ Lift Gate Delivery	\$ 34,669.53	\$ 34,669.53
<b>TOTAL</b>				<b>\$ 75,901.88</b>

**Module 2** - Acquisition of computer consumables to the maintenance of IT equipment and infrastructure.

ITEM	QTY	DESCRIPTON	UNIT PRICE	TOTAL PRICE
1	3	DELL ST3600057SS-DELL 600GB 15K 6G LFF SAS HARD DRIVE	\$ 104.66	\$ 313.98
2	3	USB 3.0 TO NETWORK ADAPTER	\$ 29.57	\$ 88.71
3	1	Brother TN436BK, TN436C, TN436Y, TN436M 4-Color Super High Yield Toner Cartridge Set	\$ 511.96	\$ 511.96
4	4	Brother TN-436 Black Extra High Yield Toner Cartridge (TN436BK)	\$ 88.99	\$ 355.96
5	2	HP 305X (CE410X) Black High Yield LaserJet Toner Cartridge	\$132.99	\$ 265.98



6	3	Wireless Trackball Mouse orthopedic ergo	\$ 49.57	\$ 148.71
7	15	APC BATTERY BACK-UPS PRO BX1500M OR SIMILAR	\$ 178.65	\$ 2,679.75
8	1	Epson power lite home cinema 700 replacement lamp	\$ 99.79	\$ 99.79
9	1	USB C Wireless Microphone Lavalier	\$ 27.74	\$ 27.74
<b>TOTAL</b>				<b>\$ 4,492.58</b>

**Module 3** - Acquisition of software licenses to support a larger number of users and the demand for making documents and editions of files in PDF and image format, as well as the maintenance of information security.

ITEM	QTY	DESCRIPTON	UNIT PRICE	TOTAL PRICE
1	10	MICROSOFT OFFICE HOME AND BUSINESS 2021	\$ 225.11	\$ 2,251.10
2	10	ADOBE ACROBAT STANDARD 2020	\$ 358.84	\$ 3,588.40
3	1	ADOBE PHOTOSHOP Creative Cloud License	\$ 263.88	\$ 263.88
4	1	VERITAS Backup Exec Simple Core Pack - On-Premise subscription license (3 years) Mfg. Part#: 32149-M0034;	\$ 1,639.19	\$ 1,639.19
5	7	VERITAS Backup Exec Simple Add On - On-Premise subscription license renewal (3 years) Mfg. Part#: 32150-M0034.	\$ 275.65	\$ 1,929.55
<b>TOTAL</b>				<b>\$ 9,672.12</b>

## 2. BUDGETARY RESOURCES

2.1. Expenses resulting from this contract will be paid from Expenses 44.90.52, 33.90.30, 33.90.40 and 44.90.40, from actions 2000 or 20SA, received by the Brazilian Aeronautics Commission in Washington from the Aeronautical Command Action Plan

## 3. ACCREDITATION AND OPENING OF THE SESSION

3.1. Bidders who wish to speak 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:



**REVERSE AUCTION No. 224064/CABW/2022**  
**PAG No. 67102.224064/2022-41**

BIDDER: [COMPANY NAME]  
**ENVELOPE No. 01 – PRICE PROPOSAL**

**BIDDING PROCESS No. 230668/CABW/2023**  
**PAG No. 67102.224064/2022-41**

BIDDER: [COMPANY NAME]  
**ENVELOPE No. 02 – QUALIFICATION DOCUMENTS**

- 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) or other similar delivery services, 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, unfaithfully, 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, by e-mail [chf.dlc.cabw@fab.mil.br](mailto:chf.dlc.cabw@fab.mil.br).
- 3.6. The entire procedure for sending and regularizing the information and content of the documents referred to in item 3.4 are the sole responsibility of the Bidder.

#### **4. PARTICIPATION IN THE REVERSE AUCTION**

- 4.1. This Reverse Auction will be open to interested parties whose line of business is compatible with the object of this Public Notice may participate in this Bidding Process.
- 4.2. The following may not participate in this Bidding Process:
  - 4.2.1. Those that have entered into an arrangement with creditors or are in the process of going bankrupt, being wound up, judicial reorganization, out-of-court reorganization, merger, spin-off, incorporation or liquidation;
  - 4.2.2. Participants who right to bid or contract with BACW has been suspended, or who have been declared unfit to bid or contract with the Federative Republic of Brazil;
  - 4.2.3. Participants whose partners, directors or technical managers of any organization or entity linked to the Ministry of Defense/Aeronautics Command;
  - 4.2.4. Participants whose line of business does not specify an activity that is pertinent and compatible with the object of this bid;
  - 4.2.5. Legal entity in which there is a director or partner with management power, family member of a holder of a commission or position of trust who works in the area responsible for the demand or contract, or of a hierarchically superior authority within the contracting body.
    - 4.2.5.1. For the purposes of this item, a family member is considered to be a spouse, partner or relative in a direct or collateral line, by consanguinity or affinity, up to the third degree.

#### **5. PRICE PROPOSAL AND QUALIFICATION DOCUMENTS**

- 5.1. The price proposal, issued by computer, written in English, clearly, without amendments, erasures, additions or between the lines, duly dated and signed, as also initialed 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 Term of Reference.
  - 5.1.2. The Global Price per item according to the model of Price Proposal, ANNEX II of this Public Notice.



- 5.1.3. The Price shall be in U.S. dollars, according to the prices charged on the market, taking into account the quantities contained in the Term of Reference, ANNEX I of this Public Notice.
- 5.2. The presentation of a Proposal implies full acceptance, by the Bidder, of the conditions set out in this Public Notice and its Annexes.
- 5.3. The Price Proposal and the Qualification Documents may be sent by electronic communication.

## 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 Term of Reference, and the bidder undertakes to perform the services in accordance with the terms of the Term of Reference, as well as to supply the necessary materials, equipment, tools and utensils, in quantities and qualities suitable for the perfect execution of the contract, and to replace them when required.
- 6.2. The prices offered, both in the initial proposal 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 period of the price proposal shall not be less than **60 (sixty)** days from the date of submission.
- 6.4. All specifications of the object contained in the proposal bind the CONTRACTED PARTY.
- 6.5. The proposal shall 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 Public 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 Public Notice.
- 7.2. The Contracting Officer will check the proposals submitted, disqualifying those that do not comply with the requirements established in this Public Notice.
- 7.3. The disqualification of the proposal will always be based and recorded in 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 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 Public Notice.
- 7.7. The Bidder may only Bid less than the last Bid offered and registered by the Contracting Officer and his support team.
- 7.8. The judgment criterion adopted will be the **LOWEST GLOBAL PRICE PER ITEM**, as defined in this Public Notice and its Annexes.
- 7.9. If the Bidder does not Bid, he will compete with the value of his original Bid.
- 7.10. 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 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 criteria, not being admitted to negotiate conditions other than those provided for in this Public 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 Public Notice and its annexes.
- 8.2. If there is only one offer and provided that it meets all the terms of the Public Notice and 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 Public 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 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 Public Notice.
- 8.7. The winning bid or Proposal will be disqualified if:
  - 8.7.1. Does not comply with the requirements set out in this notice;
  - 8.7.2. Contains an insanable or illegality;
  - 8.7.3. Does not present the specifications required by the Term of Reference;
  - 8.7.4. Has a final price higher than the maximum price set; and
  - 8.7.5. Presents a price that is manifestly unfeasible.
- 8.8. A bid that presents symbolic, derisory or zero global or unit prices that are incompatible with the prices of market inputs and salaries, plus the respective charges, will be considered unfeasible, except when they refer to materials and installations owned by the bidder itself, for which it waives part or all of the remuneration.
- 8.9. Any interested party may request that due diligence be carried out to verify the feasibility and legality of the bids, and must present the evidence or indications that justify the suspicion.
- 8.10. The Contracting Officer may call on the bidder to submit additional documents, failing which the bid will not be accepted.
- 8.11. Among the documents that may be requested by the Contracting Officer are those that contain the characteristics of the material offered, such as brand, model, type, manufacturer and origin, as well as other relevant information, such as catalogs, brochures or proposals, sent by electronic means, or, if applicable, by another means and deadline indicated by the Contracting Officer, failing which the bid will not be accepted.
- 8.12. Once the bid acceptance analysis has been completed, the Contracting Officer will check the bidder's eligibility, observing the provisions of this Public Notice.

## **9. QUALIFICATION**

- 9.1. As a precondition for examining the qualification documents of the bidder with the first-place bid, the Contracting Officer will verify any non-compliance with the conditions for participation, especially as regards 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. The company's corporate name can be consulted on the [www.opencorporates.com](http://www.opencorporates.com) website, in order to identify any data in common with other corporate entities participating in the same bid, since this situation may characterize links detrimental to competitiveness in bids.
  - 9.3.1. If situations are detected that could affect competitiveness, the qualification will not be carried out, and the business entity will be guaranteed the right to an adversarial hearing and a full defense.
- 9.4. If the conditions of participation are met, the qualification of the Bidders will be verified by the submitting by the following documents in envelope 02:
  - 9.4.1. 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);
    - b) Operating license, commercial registration, or document that authorize the company's operation in the intended field of activity;
  - 9.4.2. Economic-Financial Qualification:**
    - a) The BACW will consult the Dun & Bradstreet (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; and
- 9.5. The Award phase will take place immediately after the Qualifying phase.
- 9.6. 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.
- 9.7. Bidders who fail to prove their qualification, either by not submitting any of the documents required for this purpose, or by submitting them in disagreement with the provisions of this Public Notice, will be disqualified.
- 9.8. Once the qualification requirements set out in the Public Notice have been met, the bidder will be awarded.

## 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.
- 10.5. 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.
  - 10.5.1. 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.



- 10.6. The offer shall be firm and precise, strictly limited to the subject matter of this Public 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 **3 (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 § 2º, of article 80, 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. Acceptance of the appeal will invalidate only the act that cannot be taken advantage of.

## 12. PUBLIC SESSION REOPENING

- 12.1. The public session may be reopened:
- 12.1.1. 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.
- 12.1.2. 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 Public Notice shall be awarded to the Bidder declared the winner, by act of the Contracting Officer, if there are 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. No performance guarantee will be required.

## 15. CONTRACT TERM OR EQUIVALENT INSTRUMENT

- 15.1. Once the bidding process has been ratified, and the contract has been awarded, the commitment notes, an instrument equivalent to the Contract Term, will be signed, which may occur in partial installments, depending on the availability of budget credit.





- 15.2. The awarded bidder will have a period of 10 (ten) working days from the date of its invitation to sign the Contract Agreement or accept an equivalent instrument (Service Order and Purchase Order), under penalty of forfeiting the right to contract, without prejudice to the sanctions provided for in this Public Notice.
- 15.2.2. As an alternative to being summoned to appear before the body or entity to sign the Service Order, or the chosen contractual instrument, the Administration may send it for signature by post with acknowledgement of receipt (AR), by providing access to the electronic process system for this purpose or by other electronic means, so that it can be signed and returned within a maximum of ten days from the date of receipt or from the date of providing access to the electronic process system.
- 15.2.3. 15.2.2 The deadline provided for in the previous sub-item may be extended for an equal period at the justified request of the successful tendered and accepted by the Administration.
- 15.3. Acceptance of the Service Order issued to the successful company implies acknowledgement that:
- 15.3.1. This Service Order substitutes the contract and applies to the business relationship established in this Public Notice;
- 15.3.2. The CONTRACTED PARTY is bound by its proposal and the provisions contained in the Public Notice and its Annexes;
- 15.3.3. The CONTRACTED PARTY acknowledges that the cases of termination are those provided for in articles 77 and 78 of Law 8.666/93 and recognizes the rights of the Administration provided for in articles 79 and 80 of the same Law.
- 15.4. The term of the contract is that established in the Service Order.

## **16. READJUSTMENT IN A GENERAL SENSE**

- 16.1 The price must be fixed and non-adjustable for the duration of the contract.

## **17. RECEIPT OF THE OBJECT AND MONITORING**

- 17.1. The criteria for receipt and acceptance of the object and monitoring are set out in the Term of Reference.

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

- 18.1. The obligations of the CONTRACTING PARTY and the CONTRACTED PARTY are those set out in the Terms of Reference and/or the Service Order.

## **19. PAYMENT**

- 19.1. The rules on payment are those established in the Term of Reference, attached to this Public Notice and/or in the Service Order to be issued.

## **20. ADMINISTRATIVE SANCTIONS**

- 20.1. The bidder/contractor who:
- I - Causes partial non-performance of the contract;
  - II - Causes partial non-performance of the contract that causes serious damage to the Administration, the operation of public services or the collective interest;
  - III - Causing total non-performance of the contract;
  - IV - Failing to deliver the documentation required for the Bidding Process;
  - V - Failure to maintain the bid, except as a result of a duly justified supervening event;
  - VI - Failure to sign the contract or deliver the documentation required for the contract, when called upon within the validity period of its bid;
  - VII - Delaying the execution or delivery of the bid without justification;
  - VIII - Submitting a false declaration or documentation required for the bidding process or making a false declaration during the bidding process or the execution of the contract;
  - IX - Fraudulent bidding or fraudulent acts in the execution of the contract;



- X - Behaving in an unfit manner or committing fraud of any kind; and  
XI - Practicing illicit acts with a view to frustrating the objectives of the bid.
- 20.2. The bidder/contractor who commits any of the infractions listed in the previous sub-items will be subject, without prejudice to civil and criminal liability, to the following sanctions:
- 20.2.1. Warning for minor faults, understood as those that do not cause significant damage to the object of the contract.
- 20.2.2. A fine in the amount of the damage caused to the Administration by the bidder's conduct.
- 20.2.3. Suspension from bidding and impediment from contracting with the body, entity or administrative unit through which the Public Administration operates and acts concretely, for a period of up to two years.
- 20.3. The penalty of a fine may be applied cumulatively with the other sanctions.
- 20.4. The application of any of the penalties provided for will be carried out in an administrative process that will ensure that the bidder/contractor is given the opportunity to be heard and a full defense.
- 20.5. When imposing penalties, the competent authority will take into account the seriousness of the offender's conduct, the educational nature of the penalty, as well as the damage caused to the Administration, with due regard for the principle of proportionality.
- 20.6. The sanctions for acts committed during the contracting process are set out in the Term of Reference.

## 21. PUBLIC NOTICE DISPUTE AND REQUEST FOR CLARIFICATION

- 21.1. Up to 3 (three) business days before the date designated for the opening of the public session, any person may dispute this Public Notice.
- 21.2. The dispute may be made electronically, by e-mail [chf.dlc.cabw@fab.mil.br](mailto:chf.dlc.cabw@fab.mil.br) or by petition to be addressed or filed at 1701 22<sup>nd</sup> St NW, 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 Public Notice and its Annexes, to decide on the dispute within 2 (two) business days from the date of receipt of the dispute.
- 21.4. If the dispute is accepted, a new date for the Public Notice will be set and published.
- 21.5. Requests for Clarification stemming from this Bidding process must be sent to the Contracting Officer, up to 3 (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 Public Notice.
- 21.6. The Contracting Officer will respond to requests for clarification within 2 (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 Public Notice and its Annexes.
- 21.7. The disputes and requests for clarification do not suspend the deadlines laid down in the Public Notice.
- 21.7.1. The granting of suspensive effect to the dispute is an exceptional measure and should be motivated by the Contracting Officer in the Bidding Process.
- 21.8. Responses to requests for clarification will be disclosed by e-mail and will bind the participants and the Administration.

## 22. GENERAL PROVISIONS

- 22.1. Meeting minutes of the public session will be made available to participants.
- 22.2. If there are no working hours 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 Public Notice, the notice and during the public session will be based on US 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 Bidding Process will not imply the right to contract.
- 22.6. The disciplinary rules of the Bidding Process 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 Public 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 Public Notice and its Annexes or other parts that make up the Public Notice, the provisions of this Public Notice shall prevail.
- 22.11. This Public Notice is available in its entirety at <https://www2.fab.mil.br/cabw/index.php/en/ultimas-noticias/>, and it can also be read and/or obtained at 1701 22nd St NW, 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 Public Notice for all purposes:  
ANNEX I - Term of Reference;  
ANNEX II - Price Proposal Model; and  
ANNEX III - Draft of the Service Order.

**Prepared by:**

*electronically signed*  
ROBERTA GRAZIELLY COSTA SOUZA, Lt Col Int  
Contracting Officer

**Approved by:**

*electronically signed*  
WILSON PAULO CORRÊA MARQUES, Col Av  
Head of the BACW

**Checked by:**

*electronically signed*  
MICHELE DE SOUZA SIQUEIRA, Lt Col Int  
Head of the Fiscal Division, BACW



MINISTÉRIO DA DEFESA  
COMANDO DA AERONÁUTICA

CONTROLE DE ASSINATURAS ELETRÔNICAS DO DOCUMENTO

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Este documento foi assinado e conferido eletronicamente com fundamento no artigo 6º, do Decreto nº 8.539 de 08/10/2015 da Presidência da República pelos assinantes abaixo:

Assinado via ASSINATURA CADASTRAL por Ten Cel Int ROBERTA GRAZIELLY COSTA SOUZA no dia 21/11/2023 às 14:57:20 no horário oficial de Brasília.

Assinado via ASSINATURA CADASTRAL por Ten Cel Int MICHELE DE SOUZA SIQUEIRA no dia 21/11/2023 às 15:20:51 no horário oficial de Brasília.

Assinado via ASSINATURA CADASTRAL por Cel WILSON PAULO CORREA MARQUES no dia 21/11/2023 às 15:35:08 no horário oficial de Brasília.