



The BACW's Bidding Commission hereby presents question made by companies with their respective answers.

REMARK: The questions presented in this "Questions and Answers" are numbered as they are answered by the Bidding Commission and may not match the numbering provided by the companies.

1. **Question** Low-Utilization Aircraft. Low utilization is addressed have identified a low utilization as 100 flight hours (FH) or less per month. OEMs recommend operators adjust their maintenance program from an FH-based to a calendar-based process for a low-utilization program. When operating a low-utilization aircraft, the operator should contact the OEM for a low-utilization maintenance program as a basis for their program. As the LUMP cost onetime fee and a yearly payment, it is not possible to submit it in the proposal as requested in paragraph 7.5.6 in the invitation to bid. "The CONTRACTED PARTY shall prove by means of its Plain Maintenance Document all scheduled maintenance in a one-year period, substantiating that any type of scheduled maintenance shall not exceed 30 calendar days in the first year of aircraft maintenance." Questions: 1. Can we exclude this in our proposal?

Answer: *The technical team understands that all the necessary information for the scheduled maintenance are presented in the IFB and its annexes as per the manufacturer regulations. Therefore, the item shall not be excluded from the proposal..*

2. **Question** Are the FAB going to be the aircraft operator?

Answer: *Yes, the Brazilian Air Force shall be the aircraft operator.*

3. **Question** "We ask BACW to clarify whether the Brazilian Air Force, "in a fortuitous case", in the occurrence of a sinister or even a fatal accident with the military prefix aircraft, operated by crew members of the Brazilian Air Force, will assume the risks, judicially or by agreement, on the civilian responsibilities on passengers, cargo, people and goods on the ground (third) and also the risks of "Hull" on the aircraft, assets of the CONTRACTOR?"?

Answer: *Damages and losses caused by intentional unlawful acts or gross negligence equivalent to willful misconduct committed by Administration (Aeronautical Command and its Military Organizations), and losses arising from wrongful act or intentional omission, or failure to comply with laws, regulations or instructions governing the airworthiness by the Administration, not covered in the insurance as provided on Q&A 1 published on May 23, 2019, shall be economically repaired by the Administration based on due diligence process.*

4. **Question** "In the Clause 4.2.3.5.2, the Contracted party shall supply, in case of unavailability or operational loss, a reserve engine. It is totally unrealistic to get an engine for this aircraft in such a short time, since after the commissioning of Amazon's Prime Air, such engines became scarce and very difficult to be available for sale. And keep an engine in stock is totally prohibitive economically, as it costs currently no less than US\$ 3M to 3,5M. Can the supply period be extended to 60 days?

Answer: *The deadlines presented on 4.2.2.5.2 cannot be extended to 60 days, since it shall impact the dispatch and availability of the aircraft.*



5. **Question** "According to Module 3- Additional Services, Clause 4.2.3.1, A Service shall be deemed additional in the FOD situations. Therefore, according to Clause 15.1.3 The maximum estimated budget for Module 3 is US\$ 1,200,000.00 (US\$ 400,000.00 per year). So, in a hypothetical situation, if the partial or total loss of the engine came from a heavy F.O.D. in the first month of the contract, will the Brazilian Air Force be responsible financially for the new/used engine that costs no less than US\$ 3M to 3,5M? How can the Brazilian Air Force pay that expense if the maximum amount available in the MODULE 3 is US\$ 1,200,000.00?"?

Answer: Additional costs foreseen on item 4.2.3.1 shall be covered by the CONTRACTING PARTY, based on the proof of costs incurred to the CONTRACTED PARTY, as per item 4.2.3. The estimated cost was based on the utilization of similar aircrafts in previous years. In case there is a need to repair an engine, damaged as per item 4.2.3.1, administrative measures shall be taken by the CONTRACTING PARTY to reimburse the CONTRACTED PARTY if damages and losses were caused by intentional unlawful acts or gross negligence equivalent to willful misconduct committed by Administration (Aeronautical Command and its Military Organizations), and losses arising from wrongful act or intentional omission, or failure to comply with laws, regulations or instructions governing the airworthiness by the Administration.

6. **Question** According to the item 14.2 of the Basic Project, could you please clarify (also with some examples) the values of P1, P2, P3 and P4 presented on the formula that determines the Lowest Global Price - MT? $MT = 36 \times \text{FIXED COST} + 3[P1 \times 6 + P2 \times 2 + P3 \times 1,5 + P4 \times 0,5] + H/H$
My team has been trying to reach out possible values using that formula without any reasonable result by now. I may suggest that the actual formula has a mistake or it is incomplete. May this commission also, as an example and for the sake of clarification, complete the table attached with the maximum values permissible of this contract?

Answer: The maximum values permitted are described on item 15 of the Basic Project, transcribed on item 9 of the IFB. Moreover, it is mister to clarify that the formula presented on item 14.2 of the Basic Project reflects the tool that the Administration shall use to judge the global price as per item 13.1 of the IFB. Based on that, the formula presented on item 14.2 of the Basic Project shall not be used to calculate the contract value.

7. **Question** Item 4.2.1.4.1.38 of the Basic Project describes: The aircraft MUST be included in an Integrated Logistic Support Plan (PALI) for fleet's entire life cycle? The PALI shall always be delivered together with company Proposal Submission.

Answer: As per item 4.2.1.4.1.38 of the Basic Project, the PALI shall be included on envelope 2 Price Proposal.

8. **Question** Can the PALI be in PORTUGUESE language?

Answer: As per item 7.2 of the IFB, "All documentation for ENVELOPE 1 must be submitted in ENGLISH. Documents issued in a language other than English, must be submitted along with a certified and notarized translation.



Notwithstanding, In accordance with the Invitation For Bid 191948/CABW/2019 item 35.1, *Any doubts arising from the provisions of this Invitation for Bid may be the subject of consultation, in writing, to the **Bidding Commission** in charge of this bidding process, up to 48 hours before the delivery of the proposals.*

Based on that, the BACW's Bidding Commission reinforces that questions shall be submitted to con@cabw.org and no agents outside BACW should be copied in the e-mail. Thus, only answers published in BACW's website are considered official and part of the solicitation file.

Furthermore, the Brazilian Aeronautical Commission appreciates the question, and stands available to clarify and explain any doubts or concerns in order to increase the BID quality. Any questions or concerns must be submitted to **con@cabw.org**

Note: This information has been made available at BACW website in the publishing for the related Bidding Process.
<http://www.cabwnews.com/index.php/solicitations.html>