



**MINISTRY OF DEFENSE
BRAZILIAN ARMY
BRAZILIAN ARMY COMMISSION IN WASHINGTON
PROCUREMENT DIVISION**

Terms and Conditions

REQUEST FOR QUOTATION (RFQ)
(Online Reverse Bid Auction)

RFQ-038/2018

Issue Date: **September 21st 2018**

1. OBJECT

1.1. This request is for hiring a company to provide Information technology materials as described in the enclosed Table 1 – List of Materials. The technical specifications of all attachments, if any, must be complied with. Please read all instructions below.

1.2. Note(s):

1.2.1. All communications regarding this RFQ and its results must be done in English language. Inquiries in any other language than English will not be considered

1.2.2. If any product brand names or models are shown in any attachments, they are for reference only. You can offer similar products, but you must include their brand names and models in your proposal. You must additionally submit their complete and accurate technical specifications in order to allow for their accurate evaluation.

1.2.3. If the items in Table 1 – List of Materials are described only by their technical specifications, you must indicate the brand names and models of the products you are offering and submit their complete and detailed technical specifications (brochure, catalog, CD-ROM, etc.) in order to allow for their accurate evaluation.

1.2.4. This RFQ will be processed in 4 phases. Please refer to Clause 5 for further details.

Phase 1 - Presentation of initial proposal

Phase 2 - BAC internal procedures (proposal analysis)

Phase 3 - Presentation of Lowest Bid (online reverse bidding auction)

Phase 4 – BAC internal procedures and bidding results

2. ACCEPTANCE OF TERMS AND CONDITIONS

2.1. The Bidder's submission of a proposal for this RFQ indicates:

2.1.1. The Bidder's acceptance of all terms and conditions written in this RFQ, and

2.1.2. The Bidder's acceptance that this RFQ terms and conditions will be in the contract to be awarded should the Bidder wins any item of this bidding process.

2.2. The Brazilian Army Commission (BAC) reserves the right to reject anytime, totally or partially, any proposal that does not comply with the technical specifications and/or terms and conditions of this RFQ.

2.3. According to International Laws, based on "*locus regit actum*" Principle and in order to protect the bidders' intellectual proprietary information, BAC will not disclose, except to its personnel and advisors, any data, specifications or technical documentation regarding the bidder's proposal that are not known to the general public.

2.4. The cost of preparing and submitting Bidder proposals is the sole responsibility of the Bidders; under no circumstance will the BAC be responsible for these costs.

3. SUPPLIER REGISTRATION

3.1. In order to participate in the bidding process, the bidding company must be duly registered in the BAC Suppliers Database, with all required documents on file and all data updated. The registration process must be completed at least three business days before submitting proposal for any bidding process.

3.2. The Brazilian Army Commission (BAC) is constantly updating its Suppliers Database, and companies receiving this RFQ are currently registered. However, if it has been more than six months since a company has done business with the BAC or has been invited to quote in an RFQ, that company should log in to BAC's International Contracts System and update its information as necessary.

3.3. If a company has received this RFQ but has not yet completed the registration process, the company should send an email to registration@cebw.org requesting a user name and password. The company will then enter its information into the Suppliers Database, and will be required to submit a few documents by email in order to complete the registration process.

3.4. The Bidder is responsible for maintaining the confidentiality of its password and is fully responsible for all activities that occur in its account, including any transaction executed directly by the Bidder or its representative. The Bidder agrees to immediately notify the BAC of any unauthorized use of the Bidder's password or any other breach of security. The BAC is not liable for any loss or damage arising from the Bidder's failure to comply with this clause.

4. PARTICIPATION IN THE ONLINE REVERSE BID AUCTION

4.1 All businesses whose area of activity is compatible with the Object of this RFQ and who have completed all registration steps may participate in Phase 1 – Presentation of Initial Proposal of this bidding process.

4.2 Companies that do not present a qualified initial proposal in Phase 1 - Presentation of Initial Proposal will not be allowed to participate in Phase 3 - Presentation of Lowest Proposal.

5. RFQ PROCESSING PHASES AND DEADLINES

5.1. Phase 1 - Presentation of Initial Proposal and Deadlines:

5.1.1. The BAC reserves the right to **disqualify anytime (after Phase 1)** the proposals that do not meet all requirements contained in this RFQ, as well as proposals that:

5.1.1.1. are missing information requested, such as do not include the technical specifications and/or parameters of quality and performance required in this RFQ;

5.1.1.2. have irregularities or defects that impede their evaluation or contain errors or mistakes which cannot be corrected;

5.1.1.3. do not accept the existing legal provisions;

5.1.1.4. offer prices higher than those estimated by the BAC;

5.1.1.5. offer prices that are clearly unfeasible; and

5.1.1.6. have not demonstrated their feasibility through documentation or through any process requested by the BAC (when it deems necessary) to demonstrate that the prices are consistent with the ongoing market rate, and that the productivity coefficient is compatible with the implementation of the Object of this RFQ.

5.1.1.7. terms and conditions offered by the bidder make the hiring inviolable, considering the limitations and possibilities of the BAC and the type of demand.

5.1.2. All disqualifications will be informed and recorded in BAC's International Contracts System with real-time monitoring by all participants.

5.1.3. Companies that are disqualified in Phase 2 will not be allowed to participate in the Phase 3.

5.1.4. A disqualification does not necessarily preclude a later reversal, which could take place before the BAC starts Phase 3 – Presentation of Lowest Bid. The bidder must certify in writing, and present corroborating technical documents, that the material quoted does comply with the required technical specifications and with terms and conditions of this RFQ. If the bidder supporting documents are accepted by the Department/Directorate in Brazil, BAC will notify the bidder, who will be allowed to participate in Phase 3. If the documents are not accepted, BAC will notify that the bidder will not be allowed to participate in Phase 3.

5.1.5. The deadline for submitting a proposal is **OCTOBER 5th, 2018 at 11:59 PM**, United States Eastern time.

5.1.6. The Bidder's initial proposal must be submitted directly online in the BAC's International Contracts System (PRIORITY) and/or via email to the address administrative@cebw.org. The reference RFQ-038/2018 must be included in the subject line of your email. Proposals submitted after the deadline **will not be accepted**.

5.1.7. When completing the quotation online, BAC's International Contracts System allows the Bidder:

5.1.7.1. to modify the description of the item as it would appear from the Bidder's database/files on its pro forma invoice;

5.1.7.2. to write a remark for each line item;

5.1.7.3. to correct or include the P/N and/or NSN; and

5.1.7.4. to write remarks (field description has a limit of 800 characters) as well as, attach up to five documents in *.pdf format (which cannot exceed 1 MB in size each) containing the technical specifications of the product(s) the Bidder is offering.

5.1.8. The Bidders may withdraw or modify proposals until the opening of the session. Should a Bidder withdraw, it must submit a request through the "MESSAGE" in the BAC's International Contracts System.

5.1.9. The BAC may postpone the submission deadline for the initial proposals at any time; participants will be notified via email and "MESSAGE" in BAC's International Contracts System.

5.2. Phase 2 - BAC Internal Procedures:

5.2.1. The initial proposals will be analyzed by the BAC promptly after the deadline stipulated in Sub-clause 5, Phase 1.g.. If necessary, the proposals may also be submitted for technical evaluation by the end-user.

5.2.2. The date and time scheduled to start Phase 3 may be postponed pending further evaluation of the initial proposals. In this case, the BAC will release a notification via "MESSAGE" and email indicating the new date and time.

5.3. Phase 3 - Presentation of Lowest Bid (online reverse bid auction):

5.3.1. After reviewing the initial proposals, the BAC will disclose in the BAC's International Contracts System the lowest qualified initial proposal received. A notification will be posted online, under "MESSAGE", inviting all Bidders to present an offer lower than the lowest initial price received.

5.3.2. Each Bidder's lower bid must be submitted in BAC's International Contracts System, beginning **October 8th, 2018 at 11:00 AM**, United States Eastern time. At that time, a notification will be released via "MESSAGE" with the opening and closing times to receive each participant's lower bids. After the closing time, the System will enter into a random phase, closing at any time within a maximum period of 30 minutes.

5.3.3. Lower bids by fax or email will not be accepted.

5.3.4. The Bidder's company name will not be disclosed.

5.3.5. Companies that did not present a qualified initial proposal in Phase 1 - Presentation of Initial Proposal will not be allowed to participate in Phase 3 - Presentation of Lowest Proposal.

5.3.6. If a participant decides not to present a lower bid, the BAC will consider the participant's initial proposal as its lower bid for price comparison purposes.

5.3.7. The BAC's International Contracts System will not accept two or more bids of equal value. The System will maintain the price for the Bidder that presented the offer first.

5.3.8. During the online public session, the lowest price received will always be posted online on real-time.

5.3.9. Should the BAC lose its "MESSAGE" connection in the BAC's International Contracts System during the public session **and** the System remains accessible to the Bidders, bids will continue to be received and will count as valid bids. If BAC's International Contracts System remains offline or disconnected from the BAC for more than 10 minutes, the online reverse bidding process will be suspended and restarted from the beginning (Phase 3). The BAC will inform all participants via "MESSAGE" and email of the date and time for the new session.

5.3.10. During the random closing time (between 1 and 30 minutes after the lower bid process has ended), BAC's International Contracts System will only accept lower bids. During this random closing time, lower bids by "MESSAGE" board, fax or email will not be accepted.

5.4. Phase 4 - BAC Internal Procedures and Bidding Results:

5.4.1. The BAC will evaluate each bid based on the lowest price. Furthermore, the BAC will be permitted to enter into negotiation (via "MESSAGE") with the Bidder that presented the lowest bid in order to secure a better price, as well as to make a decision about the acceptance of the offer.

5.4.2. All technical specifications may be re-evaluated, if applicable, by the appropriate Department/Directorate of the Brazilian Army.

5.4.3. If the proposal with the lowest price of each line item / lowest global price (all or nothing) / lowest price per lots is not accepted due to: (i) non-feasible price; (ii) technical re-evaluation of proposal, (iii) winner's financial analysis, or (iv) if the Bidder who submitted that proposal does not comply with the registration requirements, the BAC will disqualify that Bidder and examine the proposal of the next-lowest bid, verifying its acceptability and its registration qualifications. This process, if necessary, will continue, following the order of each participant's classification until a proposal or lower bid price complies with all RFQ requirements, and is accepted.

5.4.4. After analyzing the lower bids received, the BAC will issue an Awarding Decision and will post the bidding results ("Winner's Report") online in the BAC's International Contracts System. This notification will also include the time period for presenting an Intention to File a Protest, according to Clause - Awarding Decision.

6. VALIDITY

6.1 All bids (quotations) must be valid for a period of at least 180 (one hundred eighty) days from the date the bid is submitted to the BAC.

7. PRODUCTS AND PRICES

7.1. The BAC must specify separately funds allocated for acquisition of product goods and delivery costs.

7.2. Prices for product goods must be firm and fixed and shall be quoted in United States Dollars (US\$). Please do not include the estimate delivery charges in the goods price.

7.3. Prices for delivery costs, if applicable, shall be an estimate only and preferably quoted in United States Dollars (US\$). In the event that a contract is awarded to your company, the BAC will pay only the actual costs (which cannot exceed the above estimate) upon presentation of corroborating documents.

7.4. The BAC reserves the right to reject items that cannot be precisely identified and evaluated, as well as items that do not comply with the specifications of this RFQ.

7.5. Price for Product Goods

Your company is requested to submit a Quotation of Product Goods at the Seller's Warehouse (Incoterms FCA Origin). Please refer to the attached Table 1 – List of Materials and Attachments, if any.

8. TERMS OF PAYMENT

8.1. Payment will be made against invoice (through Wire Transfer or check). The invoice shall have a period of 30 (thirty) days, from date of delivery, for corresponding payment. The account and routing numbers for wire transfer must be included by the Bidder, as well as all the information needed for the full payment.

8.2. Advance payment may be authorized provided that these are usual market conditions.

8.3. Payment by Corporated Credit Card may be authorized provided that these are usual market conditions.

9. TECHNICAL LITERATURE

9.1 The Seller shall provide all technical documentation (operator/user manuals, maintenance manuals, technical data sheets, etc.).

10. WARRANTY

10.1. The SELLER must provide a 12 (twelve) month warranty, in form and substance acceptable to BAC, for products, parts, services, and accessories sold by the SELLER, under which the SELLER warrants that all Materiel (and its constituent items) supplied to the BUYER shall:

10.1.1. Be free from defects in material in workmanship;

10.1.2. Be manufactured in strict conformance with the SELLER's specification for the production of such materiel;

10.1.3. Be factory new;

10.1.4. Be not remanufactured, refurbished, reworked, modified, or have been previously delivered by the SELLER to any other customer.

11. DELIVERY AND RECEIVING

11.1. The Purchase Order or another similar document will be duly signed by Chief of the BAC and sent via email for receipt and signature by the SELLER's authorized executive agent.

11.2. Upon receipt of the Purchase Order or another similar document, the material must be delivered to the BAC within 30 days, in single shipment, at the following address 4632 Wisconsin Avenue NW, Washington, DC.

11.3. The Receiving will be completed within 5 (five) business days. The Receiving Team/Person will check the quantity delivered against the accompanying shipping documents and inspect the goods for signs of damage or any other irregularities.

11.4. If discrepancies are found, a Report will be issued by the BUYER to the SELLER. In that case, the SELLER shall resolve any discrepancy reported as soon as possible.

11.5. If the goods do not meet the required technical specifications, the BUYER may return item(s) in their original packaging within 30 days of purchase for a replacement or full refund.

12. OBLIGATIONS OF THE CONTRACTEE AND CONTRACTOR

12.1. The contractor's obligations are:

12.1.1. receive the object within the established time and conditions;

12.1.2. communicate to the Contractee, in writing, about imperfections, faults or irregularities verified in the object provided, for it to be replaced, repaired or corrected;

12.1.3. monitor and monitor compliance with the Contractee's obligations, through a specially designated server;

- 12.1.4. make payment to the Contractee in the amount corresponding to the supply of the object, within the term and form established;
- 12.2 The Contractee's obligations are:
- 12.2.1 must comply with all the obligations contained in the RFQ, assuming as its exclusively the risks and expenses arising from the good and perfect execution of the object;
- 12.2.2 make the delivery of the object in perfect conditions, according to specifications, time and place in the RFQ, accompanied by the corresponding invoice, which will include the indications referring to: brand, manufacturer, model, provenance and warranty period or validity;
- 12.2.3 replace, repair or correct at its own expense the rejected materials within 10 working days;

13. VERIFICATION OF CREDIT, BUSINESS AND TECHNICAL QUALIFICATIONS

13.1. Before declaring the winner, the BAC may request from the company with the lowest final price a Business/Credit Information Report issued by a first-class market information and research company (e.g. Dun & Bradstreet) to verify the company's current financial condition. The BAC may request the company to provide further information regarding any discrepancy found in the Information Report. The BAC reserves the right to disqualify any company based on the report evaluation.

13.2. The BAC will also consult its Suppliers Database in order to verify the company's registration status. If the company is not appropriately or completely registered, the BAC reserves the right to disqualify the company.

13.3. The company, upon BAC's request, may have to demonstrate its capability to successfully perform all relevant and compatible activities in regards to the technical characteristics, quantities and deadlines stipulated in this RFQ's Terms and Conditions.

13.4. The company, upon BAC's request, may have to demonstrate its capability to match the technical specifications presenting more detailed models, data sheets of an item or product, and/or table of costs regarding the product which is being offered.

13.5. The company, upon BAC's request, must provide corroborating documents (certificates, statements, etc.) from its clients, preferably from Armed Forces from other countries, affirming that the products received have been accepted, deployed and are fully operational.

13.6. The company may also have to provide information on its facilities, its equipment and qualified technical personnel available to fulfill the object of the bidding process. It may also have to provide the qualifications of each member of the technical team that will execute the work.

13.7. The BAC reserves the right to disqualify any company based on the evaluation of the presented documents.

14. AWARDING DECISION

14.1. The items of his RFQ will be awarded to the Bidder that offers the lowest price of each line item / lowest global price, provided that the proposal complies with the company's registration qualifications, technical specifications and terms and conditions of this RFQ.

14.2. Once the BAC issues an **Awarding Decision** and posts the bidding results in BAC's International Contracts System, all Bidders may filing an **Intention to File a Protest**, until 30 minutes after the Awarding Decision. The appealing Bidder must present, via BAC's International Contracts System, its Intention to File a Protest concerning the results of the bidding process.

14.3. The BAC's Procurement Division will evaluate the Intention to File a Protest under the following conditions:

14.3.1. If the Intention to File a Protest is accepted, the company will have a maximum of 3 (three) business days to file, directly in BAC's International Contracts System, the reasons and a complete set of documents to support its Protest. After this period, the other bidding companies will have a maximum of 3 (three) business days to file, directly on BAC's International Contracts System, the reasons and a complete set of documents to support its Counter Protest. All relevant documents to this RFQ, with the exception of all proprietary information, will be available for viewing at the BAC's office in Washington DC during its



business hours. No copies of any documents will be allowed. After the Protest and Counter Protest phase is over, the BAC's Procurement Division will have a maximum of 5 (five) business days to issue its final decision.

14.3.2. If the Intention to File a Protest is rejected, the BAC's Procurement Division will notify the company either via BAC's International Contracts System or email, and the company will not be allowed to file further documents arguing for its Protest.

15. ADJUDICATION AND RATIFICATION

15.1. The Object of the RFQ will be awarded to the winning Bidder by the BAC if no appeal has been filed by any participant; in the case of appeal, the final decision will be made by the competent authority after all evaluations have been completed.

15.2. The results of the Online Reverse Bid Auction will be disclosed in the Winners Report in BAC's International Contracts System.

15.3. The competent authority will ratify the bidding process after the legality of all documents and actions involved in the process (including those in any appeal phase) has been confirmed.

16. ATTACHMENTS

16.1. Table 1 - List of Materials/Technical Specifications

17. POINT OF CONTACT

Any questions regarding this RFQ may be directed to please contact Major Dirceu Gomes de Oliveira (phone # 202-895-6299, fax # 202-895-6397, email: administrative@cebw.org)

Thank you very much for your attention in this matter.

Sincerely,


RODRIGO FERRAZ SILVA - Col.
Chief, Brazilian Army Commission

Table 1 - List of Materials/Technical Specifications

1.Object

1.1 Acquisition of Information technology materials, according to conditions, quantities, and requirements established on scope

ITEM	DESCRIPTION	QUANTITY
01	Desktop COMPUTER	10
02	Monitor 21.5'	20
03	Monitor 43'	02
04	Laptop 15'	02

1.2 Technical specification of items

Item 1- Desktop

Feature	Technical specification
Form	Tower, Small Form
Dimensions	Height: up to 14" ; Width: up to 6.1" ; Depth: up to 11"
Processor	Intel Core i7 (8th Gen)
Operating system	Windows 10 Pro 64bit English
Memory	16 GB DDR4
Hard Drive	2.5 inch 1 TB 7200 rpm
Optical drive	8x DVD +/-RW
Network	1 RJ-45
Ports	5 USB 3.1 Gen 1 (1 front/4 rear) 4 USB 2.0 (2 front/2 rear) 2 Display Port 1.2 1 HDMI 1 Universal Audio Jack 1 Line-out
Pointing device	Wired optical mouse
Keyboard	Wired keyboard
Power supply	200 W
Energy efficiency	ENERGY STAR® certified;
Warranty	3 years

Item 2- Monitor 21.5 "

Feature	Technical specification
Size (Diagonal Size)	21.5"
Aspect Ratio	16:9
Native Resolution	1920 x 1080 at 60 Hz
Type	LED-backlight LCD monitor
Viewing Angles	178° horizontal, 178° vertical
Brightness	250 cd/m2
Contrast Ratio	1000:1
Backlight Life (Hours)	30,000
Response Time (Typical GTG)	8ms

Connector	1 DisplayPort 1.2; 1 HDMI 1.4; 1 VGA; 1 USB 3.0; 2 USB 3.0
Display Position	Height-adjustable stand (130mm) Tilt (-5° to 21°) Swivel (-45° to 45°) Pivot (-90° to 90°)
Power	Voltage AC 100-240V (universal), 50/60 Hz

Item 3- Monitor 43"

Feature	Technical specification
Size (Diagonal Size)	21.5"
Aspect Ratio	16:9
Native Resolution	1920 x 1080 at 60 Hz
Type	LED
Viewing Angles	178° horizontal, 178° vertical
Brightness	350 cd/m2
Contrast Ratio	3000:1
Backlight Life (Hours)	30,000
Response Time (Typical GTG)	8ms
Connector	1 RS232; 2 HDMI; 1 VGA; 1 USB 2.0; 1 Audio in 3.5mm;
Internal Speakers	10W (x2)
Mount	Vesa Compatible (200 x 200 mm)
Features	Integrated USB multimedia player; Software for maintenance and remote management via a PC
Power	Voltage AC 100-240V (universal), 50/60 Hz

Item 4- Laptop 15.6"

Feature	Technical specification
Processor	Intel Core i7
Memory	16 GB DDR4
Operating system	Windows 10 Home, 64bit
Hard Drive	512GB Solid State Drive
Graphics	NVIDIA GeForce MX150, 2GB
Display	15.6 inch 4K IPS touch display (3840x2160)
Wireless	802.11b/g/n/ac Wi-Fi Bluetooth 4.2
External I/O Ports	1 Thunderbolt 1 USB 3.1 Type-C 1 USB 3.1 1 HDMI 1 multi-format SD Card Reader 1 headphone/microphone combo
Battery	6-cell, 84 Wh Li-ion
Power	90W AC Adaptor
Energy efficiency	ENERGY STAR certified
Warranty	1 year

