

BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON D.C.




**REPUBLISHING OF INVITATION FOR BID 180653/CABW/2018
PAG 67102.180653.2018-23**



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RENATO ALVES DE OLIVEIRA, Lt Col
President of the BACW's Bidding Commission


NAZARENO CORREIA PEREGRINO, Lt Col
Chief of BACW Fiscal Division



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

REPUBLISHING OF INVITATION FOR BID 180653/CABW/2018
 PAG 67102.180653.2018-23

Approved on: May 2, 2018


LEONARDO GUEDES Col
 BACW'S Chief

Legal Support: The Brazilian Federal Government, through the Brazilian Aeronautical Commission in Washington ("BACW"), lets it be known to all who may be interested, that on the date, time and place indicated below, BACW will carry out a REPUBLISHING o bidding process on the basis of indirect execution, to be adjudicated based on the **LOWEST UNIT PRICE** (Letter B, Sub-item VIII of Article 6 of Brazilian Law 8,666/93), in accordance with this Invitation to Bid and its Annexes. The bidding procedures will follow the principles of the Law nº 8,666/93 (Brazil), its related legislation, and the other requirements provided in this Invitation to Bid and its Annexes. Furthermore, bids submitted to BACW will be interpreted, evaluated and judged according to the principles of the articles 3 and 123 of Law nº 8,666 from 06/21/1993, regarding legality, impartiality, moral, equality, transparency.

Date of delivery and opening of envelopes:	May 16, 2018
Time:	9:00 a.m. (Eastern Standard Time)

Address:	1701 22nd St N.W. Washington D.C 20008	Phone:	(202) 483-4031
		Fax:	(202) 483-4684
		E-mail:	con@cabw.org

Accreditation:	May 16, 2018
Time:	9:00 a.m. (Eastern Standard Time)


 RENATO ALVES DE OLIVEIRA, Lt Col
 President of the BACW's Bidding Commission


 NAZARENO CORREIA PEREGRINO, Lt Col
 Chief of BACW Fiscal Division



1. DEFINITIONS

1.1. In order to facilitate the understanding of the terminologies and to simplify the composition of the text, the following abbreviations and expressions were adopted, with their definitions in the sequence:

1.1.1. BP or BASIC PROJECT- As per Brazilian Law 8.666, dated June 21, 1993, the set of necessary and sufficient elements, with the necessary degree of precision, to define the project, service or body of work, which will constitute the Bid Subject. It is drafted based on the suggestions drawn from preliminary technical studies, which ensure technical feasibility and adequate treatment of the project's environmental impact, as well as evaluating the project or service's costs, defining the methods and terms for its performance;

1.1.2. COMAER – Brazilian Aeronautical Command;

1.1.3. COMREC – Receiving Commission formed per at least three members that, through the CONTRACTING PARTY, represents the COMAER with the CONTRACTED PARTY, having the duties of receiving the object of the hiring, whether material or service, in accordance with ICA 65-8/2009 and ICA 12-23/2017.

1.1.4. CONTRACTED PARTY – CONTRACTED PARTY – Winning company of the Bidding, after the Awarding (“Homologation and Adjudication”) of the object of the Basic Project.

1.1.5. CONTRACTING PARTY: The Brazilian Government – Aeronautical Command, being represented by the Brazilian Aeronautical Commission in Washington D.C. (BACW)

1.1.6. CONTRACT - The Agreement which the Public Administration (CONTRACTING PARTY), acting as such, signs with a private person or other Administrative Entity (CONTRACTED PARTY), for the performance of the services in question and under the conditions set forth by the Public Administration itself.

1.1.7. FAB – Brazilian Air Force (BAF)

1.1.8. INVOICE – Commercial document formalizing an act of purchase and sale abroad, which must contain- among other information- the following data: supply quantity, supply unit, price, payment terms, taxes, duties and FAB Purchase Order Number.

1.1.9. MO - Military Organization;

1.1.10. MONITOR- the individual or commission representing the CONTRACTING PARTY before the CONTRACTED PARTY, appointed to systematically monitor the fulfillment of contractual terms and complementary orders issued by the Government, in all their aspects;

1.1.11. PAAI – Formal internal administrative procedure which consists in the registration of all acts to determine the administrative facts necessary to clarify and review judgments of the competent authority, allowing due process, which will culminate in the implementation or not of the administrative sanctions provided for in the Law (ICA 12-23);

1.1.12. PAG – Administrative Management Process.

1.1.13. TERM OF RECEIPT – Document issued by the COMREC attesting and accepting services performed.



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2. OBJECT

2.1. Contracting of specialized company in the services of **Legal Consulting and Support Services**, including the issuance of Legal Opinion, based on the United States laws, for the administrative procedures of the Brazilian Aeronautical Commission in Washington D.C.

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

2.3. The following annexes are integral parts of this REPUBLISHING OF INVITATION FOR BID, regardless of whether or not they are herein transcribed:

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

2.4. The services that are object of this REPUBLISHING OF INVITATION FOR BID shall be performed on the basis of indirect execution, at the Lowest Unit Price, according to the **ANNEX I – BASIC PROJECT.**

3. PARTICIPATION REQUIREMENTS


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

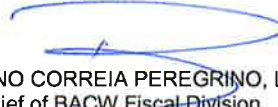
3.2. Companies that are under the following conditions may not participate in the bidding:

- 3.2.1.** Bankruptcy, legal restructuring, or extrajudicial reorganization;
- 3.2.2.** Dissolution or liquidated;
- 3.2.3.** Suspended from participating in bidding processes or have a note of failure on the execution of a contracting in its registration in BACW in the last 3 months;
- 3.2.4.** Barred from participating in bidding processes and entering into a Contract agreement with the Brazilian Federal Government;
- 3.2.5.** That are declared not to be in good standing to enter into an agreement with the Public Administration (Brazil);
- 3.2.6.** That are part of a consortium, or joint venture that is separately participating in the bidding, or control or are controlled by another entity participating in the bidding process.

4. ACCREDITATION

4.1. The bidder, or its representative shall report to the Bidding Commission at the place, date and time indicated in the preamble to this Invitation to Bid for the purpose of conducting the registration of the participants in this Bidding Process, with his/her ID card, or other identification document, along with the document granting him/her powers to express opinions during the bidding procedures (such documents shall be made available outside of the Envelopes containing the Qualification Documents and Commercial proposals).


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- 4.1.1.** Failure to present any of the documents for registration or presentation of incorrect documents shall not preclude participation of the bidder. However, it will prevent its representative from expressing an opinion on behalf of the bidder.
- 4.2.** The representative of a bidder shall be any qualified individual under the terms of its incorporation papers, public power of attorney document, private and notarized power of attorney document, or equivalent document.
- 4.2.1.** Incorporation papers or registration as a proprietorship shall describe the authority of the representative of the bidder to represent it before third parties.
- 4.2.2.** A power of attorney document shall describe all the required powers to present proposals and carry out all acts pertaining to the bidding process, and should be accompanied with incorporation papers or proprietorship registration.
- 4.3.** A registered representative may only represent one bidder.

5. ENVELOPES WITH QUALIFICATION DOCUMENTATION AND PROPOSAL

- 5.1.** Each bidding participant shall present two envelopes, one containing qualification documents and the other the price proposal.
- 5.2.** The sets of documents pertaining to qualification and price proposal shall be delivered separately, inside sealed envelopes, with an initial on the flap and identified with the name of the bidder.
- 5.3.** Bidders are strongly urged to use the following identification label format in order to identify their bids.

ENVELOPE N° 01 – QUALIFICATION DOCUMENTS
BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON
REPUBLISHING OF INVITATION FOR BID N° 180653/CABW/2018
[NAME OF THE COMPANY]

ENVELOPE N° 02 – PRICE PROPOSAL
BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON
REPUBLISHING OF INVITATION FOR BID N° 180653/CABW/2018
[NAME OF THE COMPANY]

5.4. The ENVELOPE N° 01 – QUALIFICATION DOCUMENTS, and the ENVELOPE N° 02 – PRICE PROPOSAL **must be included in an oversized envelope, sealed and addressed to the BIDDING COMMISSION.** The name and address of the bidder must be shown in the upper left corner of the bid envelope, and the invitation number, the date and hour of bid opening must be shown in the envelope in accordance with the following model:


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C/O BIDDING COMMISSION – BID # 180653/CABW/2018
BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON
1701 22nd Street N.W. Washington, DC 20008

SESSION ON May 16, 2018 at 9:00 a.m. (EST)
NAME OF THE COMPANY

5.4.1. The envelope may be forwarded by Postal Service or other similar delivery services, with tracking capabilities, and proof of delivery receipt. The envelope must be delivered at least by the opening of the public session at **09:00 a.m.** (Eastern Standard Time) of **May 16, 2018 at 9:00 a.m. (EST)**

5.4.1.1. Bidders are strongly advised to inform the tracking number of their envelopes to the BIDDING COMMISSION by means of the e-mail con@cabw.org prior to the date and time of the opening of the public session.

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

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

5.4.1.4. When sending envelope by Postal Service, the bidder must include the bid number on the outside envelope, so the package can be identified when arrived at BACW. (e.g Some carriers permit the inclusion of the Bidding Number in the REFERENCE field.)

5.4.2. Envelopes may also be presented in person to the Bidding Commission in the public session.

6. QUALIFICATIONS (ENVELOPE # 01)

6.1. The qualification envelope must include identification information for the legal representative according to the ACCREDITATION FORM TEMPLATE, Annex IV.

6.1.1. On the **ACCREDITATION FORM**, the Bidder must include at least the following information:

6.1.1.1. Bidder's Business Name;

6.1.1.2. Bidder's Full Address;

6.1.1.3. Bidder Representative's Full Name;

6.1.1.3.1. The Legal Representative must be in possession of power-of-attorney, as per item 4.1 of this REPUBLISHING OF INVITATION FOR BID;


6.1.1.4. Legal Representative's ID number (for example, General Registry ID card number, or National Driver License Number, Passport number, or any other government-issued photo ID)

6.1.1.5. Legal Representative's email address;

6.2. Bidders must also submit in the QUALIFICATION ENVELOPES their **Legal Qualification:**

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


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

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

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

6.3. Qualificação Técnica

6.3.1. Present proof or declaration issued by the bidders of having an office located within at least 20 miles from the headquarters of the Brazilian Aeronautical Commission in Washington, located at 1701 22nd St. N.W. Washington D.C. 20008, with capacity to hold meetings between the CONTRACTING PARTY and the CONTRACTED PARTY.

6.3.2. Present proof or declaration issued by the bidder of being able to evaluate documents of the CONTRACTING PARTY in the Portuguese and English.

6.3.3. Present declaration issued by the bidder of being able to fulfill the requirements presented on item 5 of the Basic Project, Annex I of this bid announcement.

6.3.4. The CONTRACTED PARTY must contain and present proof of having at least one attorney registered in "The District of Columbia BAR" with ACTIVE membership (equivalent to OAB of Brazil) and in "Good Standing"

6.3.4.1. At the time of the technical qualification, the company must present at least a printed copy of the DC BAR members screen, which can be accessed through the website:

(<https://join.dcbar.org/eweb/DynamicPage.aspx?Site=dcbar&WebCode=FindMember>)

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

6.5. No delivery slip or official request for documents will be accepted in lieu of the documents required in this REPUBLISHING OF INVITATION FOR BID and its Annexes.

7. PRICE PROPOSAL (ENVELOPE # 02)

7.1. The proposal, which should be typed and written in English, must be clear and have no amendments or erasures, duly dated and signed, with all pages initialed by the bidder's representative, according to the model in ANNEX II and the BASIC PROJECT, ANNEX I. The proposal shall include:

7.1.1. In preparing their price proposals, bidders must be aware of the following guidelines: The service quoted shall include all costs arising from the performance of the services, whether direct or indirect, including but not limited to what is described below: all inputs such as fees and/or taxes, social contributions, duties and taxes, administrative fees, permits, and all other fees necessary for full compliance with the object of the INVITATION, in accordance with the Basic Project.


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

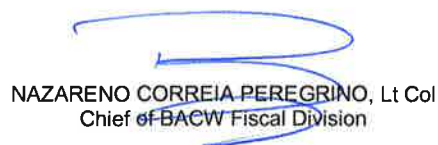
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- 7.1.3. Tax rates quoted by the bidder shall not exceed the limits established under applicable tax legislation.
- 7.1.4. The validity of the proposal shall not be less than **60 (sixty) days** from the day the bidding process is officially initiated.
- 7.2. Under no circumstances shall the content of the submitted proposals be changed, neither with regard to price nor any other terms or conditions that imply any alteration to the original proposal. Exceptions are allowed only when these are formal changes intended to resolve immaterial errors or mistakes, without any alteration to the substantive content of the proposal or the aforementioned terms and conditions, and provided they will not cause any adverse impact to the other bidders.
- 7.3. Errors in filling out the proposal should not warrant disqualification of the proposal when it is possible to make adjustments without the need to increase the prices offered, and provided it is demonstrated that the amount will be sufficient to cover all costs of the Contract.
- 7.3.1. In case errors are noticed, the Bidding Commission will perform a diligence in order to assure that the adjustments to be made do not constitute a need to increase the offered prices, and/or the offered price covers the cost of the CONTRACT.
- 7.3.2. Any correction in proposals shall be duly recorded in the open session's meeting minutes.
- 7.4. The changes addressed under this item shall be submitted to the Bidding Commission for review.
- 7.5. The Bidding Commission may perform the correction of any of the above-described errors, or it can request the Bidder to submit the corrected proposal. No complaints with regard to the proposals will be admitted after they are duly recorded in the minutes.
- 7.6. After qualification, it is not possible to withdraw a proposal, unless for cause due to a supervening fact as accepted by the Commission.
- 7.7. The award shall be made to the lowest responsive bid after qualification phase and price proposal acceptance.
- 7.8. The PRICE PROPOSAL must be typed in English and the prices stated in US dollars presenting the hourly price of the services being offered.
- 7.9. The winning bid shall be the bid with the lowest **UNIT PRICE**, in which in this case it refers to the hourly cost of the attorney office services
- 7.10. The UNIT PRICE refers to the fixed price per hour
- 7.11. The CONTRACTING PARTY estimates an average of 172 hours per year of services.
- 7.12. Based on that, the BIDDER shall present the global price of this hiring by multiplying the unit price by the estimated amount of 172 hours.
- 7.12.1. The GLOBAL PRICE shall be the amount of the contract.
- 7.13. Bidders shall present their price proposals in accordance with the PRICE PROPOSAL MODEL in accordance with this bid announcement.
- 7.14. . Using the average amounts paid during past years, the MAXIMUM ESTIMATED amount of the contract shall be **US \$ 43,000.00 per 12 months of contract performance.**
- 7.15. The estimates in prospected demand included in this BASIC PROJECT do not imply any obligation by the CONTRACTING PARTY.


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8. PROCEDURE FOR OPENING ENVELOPES

8.1. On the date, time and place indicated in this REPUBLISHING OF INVITATION FOR BID, in a public act, before the bidders present, the Bidding Commission will receive the oversized sealed envelopes (referenced in item 5.4) containing **Envelopes nº 01 and nº 02**, and will proceed to initiate the bidding process.

8.1.1. These public acts may be attended by any person, but only the bidders and their registered representatives will be allowed to engage the Bidding Commission in conversation.

8.2. Once the deadline for delivering the documents has passed, no other documents will be received, nor will there be accepted any addendum or clarifications regarding the documentation or price proposal submitted.

8.3. After the bidders are identified, the Bidding Commission will proceed to opening Envelopes nº 01 – Qualification Documents.

8.3.1. The content of the envelopes shall be initialed by the members of the Bidding Commission and the representatives of all of the bidders present.

8.4. The qualification of the bidders will be verified, in accordance with this Invitation to Bid.

8.4.1. Should the Bidding Commission deem necessary, it could adjourn the public session, so as to analyze the documents presented by the bidders, setting, at that time, a new date and time when a new public meeting will take place, informing all bidders.

8.4.1.1. Considering the situation described on item 8.4.1, all the qualification documents already initialed, and the Envelopes nº 2 – Price Proposals – initialed on the outside by the present bidders and the Bidding Commission members, will be kept by the Bidding Commission, until the qualification phase is concluded.

8.5. Disqualified bidders will have the Envelope nº 2 returned unopened after the legal period has transpired without appeal or its withdrawal, or an adverse decision on its appeal.

8.6. In case there are not 3 (three) participating bidders at the bidding meeting, the Bidding Commission will inquire to the present bidders about safeguarding their envelopes for a republishing of the IFB to be announced at later date.

8.7. After the analysis of the QUALIFICATION DOCUMENTS, it will be granted the deadline of 5 (five) business days, for the bidders to present any appeals. After that, a date for new meeting for opening the PRICE PROPOSAL will be announced.

8.7.1. The opening of PRICE PROPOSAL may occur at the same meeting in the following cases:

8.7.1.1. All bidders are declared QUALIFIED by the BIDDING COMMISSION, and the present bidders waive their right to appeal.


8.7.1.2. All the bidders are present and waive their right to appeal.

8.7.1.3. If the Bidding Commission consults the bidders that are not present at the meeting and they waive their right to appeal together with all bidders present.

8.8. In the event that one of the bidders does not withdraw the right to appeal the qualification phase, Envelopes nº 2 – Price Proposals – will be initialed by the bidders, and kept in a safe until a date is set for their opening.



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8.9. After the qualification phase is finished and all the proposals have been opened, bidders cannot be disqualified by any reason related to the qualification process, with the exception of any supervening facts, or facts only known after the judging of the proposals.

8.10. The price proposals from the qualified bidders will be judged according to the requirements set forth in this REPUBLISHING OF INVITATION FOR BID.

8.11. If all the participants are disqualified for reason of their QUALIFICATION DOCUMENTS or otherwise, the Bidding Commission may establish a term of 3 (three) business days for new documentation or proposals to be submitted.

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

9. REVIEWING QUALIFICATION DOCUMENTS

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

9.1.1. They submit documents required in this Invitation to Bid that are expired and/or not duly updated and/or not responsive to the requirements set forth in the Invitation to Bid.

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

9.2. The bidders shall be notified if they are qualified or disqualified via notification on the BACW's website, as well as through receipt of the Bidding Meeting Minutes by the accredited legal representative. If the bidder, or his representative, is taking part in an open session in which a decision is made, the bidder, or his representative shall be notified in person, and recorded in the minutes.

10. REVIEWING THE PRICE PROPOSAL

10.1. The criterion for reviewing the proposal will be the **LOWEST UNIT PRICE**, in which in this case it refers to the hourly cost of the attorney office services.

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

10.2.1. Does not comply with Item 7 (Price Proposal) of this REPUBLISHING OF INVITATION FOR BID;

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


10.2.3. It is not in compliance with any requirement set forth in this REPUBLISHING OF INVITATION FOR BID or the BASIC PROJECT;

10.2.4. It includes advantages that are not provided for in the REPUBLISHING OF INVITATION FOR BID, including subsidized financing, lack of any required due dates, or prices or advantages that are based on offers presented by another bidder;

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



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- 10.2.5.1.** Under these circumstances, the bidder will have **two (2) business days** to demonstrate the feasibility of the prices included in its proposal, in accordance with Article 48, item II, of Law nº 8,666/93 (Brazil), under the penalty of being disqualified.
- 10.3.** If there are signs of unrealistic prices in the proposal, or if it is necessary to provide additional clarification, a due diligence may be carried out by the Bidding Commission, in accordance with §3 of Article 43, Law nº 8,666/93 (Brazil).
- 10.4.** Once the price proposal which does not meet the requirements of the foregoing items is disqualified, the remaining proposals will be qualified **from lowest to highest unit price**.
- 10.4.1.** Should there be a tie among the proposals, a draw will be conducted. The names of the bidders that are tied will be placed in a sealed box, from which they will be drawn and classified on the basis of the order in which they were drawn.
- 10.4.2.** After thirty minutes, the draw will be conducted, regardless of whether the companies or their representatives are in attendance.
- 10.5.** Bidders will be notified of the results of bidding through either publication in a U.S. newspaper of national circulation, BACW's website, or other means, at sole discretion of BACW.
- 10.5.1.** In the event that bidder representative attends the public meeting in which the decision was made, it will be communicated directly to the representative and recorded in the meeting minutes.

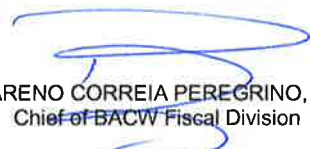
11. HOMOLOGAÇÃO E ADJUDICAÇÃO

- 11.1.** The bidding process will be submitted to the appropriate authority, who will proceed to ratify it and adjudicate the object to the winning bidder.
- 11.2.** The adjudication will be based on the **LOWEST UNIT PRICE** in which in this case it refers to the hourly cost of the attorney office services.

12. CONTRACT

- 12.1.** After the bidding is approved, the winning bidder (the "CONTRACTED PARTY") shall have **05 (five) business days**, from the date it is notified, to sign the Contract attached hereto as ANNEX III, under the penalty of losing the right to be hired as well as being subject to the sanctions set forth in this Invitation to Bid and any other penalties or damages available under applicable law.
- 12.1.1.** The term provided for in the previous sub-item may be renewed for an additional five business days if requested by the CONTRACTED PARTY with good reason and accepted by the Administration (BACW) in its sole discretion.
- 12.2.** The Administration (BACW) shall have the option to contact the remaining participants if the winning bidder does not sign the CONTRACT under the terms and conditions established, in accordance with the order of classification. It may do so under the same terms and conditions proposed by the winning bidder, including with regard to updated prices, pursuant to the REPUBLISHING OF INVITATION FOR BID.
- 12.3.** The BACW may also revoke the bidding process at any time without penalty, notwithstanding anything else provided for in this Invitation to Bid.


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

12.5. The CONTRACTED PARTY shall maintain all the conditions for qualification required in the bidding process, throughout the performance of the Contract, in accordance with the obligations assumed.

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

13. SUBCONTRACTING

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

13.1.1. Sub-contracting may be authorized by the BACW's Chief, through the CONTRACT MONITOR.

13.1.2. Sub-contracting limits to 40% (forty percent) of the contract amount.

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

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

14. TERMS

14.1. Term of Validity

14.1.1. The Contract's period of validity shall be 12 (twelve) months, starting on the date of its Signature, including its performance time, acceptance time and term established for the final payment.

14.1.2. The validity may be extended by mutual agreement between the parties for an additional equal period of 12 months, if it is in the CONTRACTING PARTY's interest, up to the overall limit of 60 months".

14.2. Term of Execution

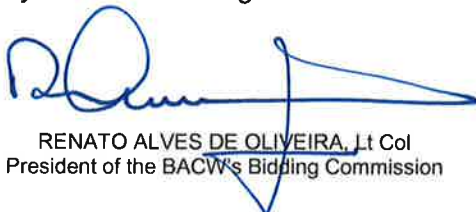
14.2.1. The period of execution of the CONTRACT shall be 12 months period, starting at the SERVICE ORDER issuance.

14.3. Acceptance Timeframe

14.3.1. The services shall be definitively received by COMREC, through a final Acceptance Receipt, signed by the parties within 10 (ten) days of written notification by the CONTRACTED PARTY.

14.3.2. Final acceptance does not exclude civil responsibility for the reliability and safety of the service, or ethical/professional responsibility for the perfect performance of the contract.

14.4. Payment Processing Time



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14.4.1. Payment processing time for Commercial Invoices shall not exceed 30 consecutive days, starting on the date on which the Acceptance Receipt is issued, signed by COMREC.

15. FINANCIAL GUARANTEE

15.1. Presentation of financial guarantee is not required for this contracting.

16. CHANGES TO THE CONTRACT

16.1. Pursuant to Article 65, § 1, of Law nº 8.666/93 (Brazil), a CONTRACTED PARTY is required to accept, under the same terms and conditions, any changes involving addition or subtraction the amount of the demand for the services, that may be necessary, at the discretion of BACW, up to the limit of twenty-five percent (25%) of the original total amount of the Contract.

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

16.1.2. The set of increases and the set of decreases shall be calculated based on the original shipments of, or services to be provided under, the Contract, on a case by case basis, without any sort of compensation up to the limits established above.

17. PRICE ADJUSTMENT

17.1. All price installments may be adjusted, through a formal proposal from one of the Parties mentioned in the CONTRACT and only after 12 months have expired from the deadline for the submission of proposals referenced in this REPUBLISHING OF INVITATION FOR BID or from the last adjustment; however, adjustments must be preceded indicators/indices supporting the new, updated prices, and a cost table must also be submitted at this time.

17.2. In all adjustments following the first one, the annual term shall be counted from the last completed adjustment.

17.3. Adjustments shall be preceded by a request from the CONTRACTED PARTY, supported by an analytical demonstration for cost alteration, via the submission of a cost table and price formation, as well as the new agreement or collective stipulation on which the adjustment is based.

17.4. It is forbidden to include, at the time of adjustment, benefits which were not contemplated by the initial proposal, except when they become mandatory through the application of a legal document, normative sentence, collective agreement or collective stipulation.

17.5. At the time in which an adjustment is requested, it shall only be granted through negotiation between the parties, considering:

17.5.1. Normal Market prices and those applied in other contracts executed by the Administration;


17.5.2. The peculiarities of the contract in effect;

17.5.3. New agreement or collective stipulation of professional categories;

17.5.4. New table showing cost variation;



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17.5.5. Sector indicators, manufacturer tables, official reference amounts, public tables or other equivalent amounts; and

17.5.6. The CONTRACTED PARTY'S budget availability.

17.6. The decision regarding the request for adjustment must be reached within a deadline of 60 (sixty) days, starting from the date on which proof of cost variation has been delivered.

17.7. In case of adjustment, an amendment to the existing contract shall be executed.

17.8. The term referenced in the above paragraph shall be suspended until the CONTRACTED PARTY fulfills its tasks or delivers the documentation requested by the CONTRACTED PARTY to prove cost variation.

17.9. The CONTRACTING PARTY may submit requests for clarification to verify cost variation claimed by the CONTRACTED PARTY.

17.10. The submission of an adjustment proposal by the CONTRACTED PARTY need not be accepted by the CONTRACTING PARTY, which may refuse the proposal.

17.11. Should the CONTRACTED PARTY not present duly justified indices, the maximum adjustment amount shall be, or equate to the variation in the CPI (Customer Price Index, issued by the Bureau of Labor Statistics – BLS – issued by the U.S. Bureau of Labor).

18. PAYMENT

18.1. The deadline for payment shall be within thirty (30) calendar days from the date the term of receipt is issued by the Receipt Commission

18.2. An Invoice shall be issued by the CONTRACTED PARTY in accordance with the following procedures:

18.2.1. Payment shall only be made, after the appropriate official's "approval" of the Invoice provided by the CONTRACTED PARTY.

18.2.2. The "approval" of the Invoice is contingent upon verification of compliance of the Invoice submitted by the CONTRACTED PARTY with the services that were actually performed;

18.2.3. In the event of any mistake in submitting any of the documents required under the previous sub-items or of a situation that prevents fees from being paid, the payment shall remain pending until the CONTRACTED PARTY takes steps to remedy the situation. In this case, the deadline for payment shall take effect after it is verified that the situation has been solved, without any costs to the CONTRACTING PARTY.

18.3. Payment shall be made through a bank order of credit, deposit in a bank account, at the branch or bank agency indicated by the CONTRACTED PARTY, or through any other means provided for under the legislation in effect.


18.4. The date of payment shall be considered the date when the bank order of payment is actually made.

18.5. The CONTRACTED PARTY shall issue monthly invoices with the discrimination of services with at least what follows:

18.5.1. CONTRACT NUMBER (as result of this solicitation)

18.5.2. Invoice Unique Number;

18.5.3. List of performed services;


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Chief of BACW Fiscal Division



- 18.5.4. Amount of billable hours for the performed services;
- 18.5.5. Name of the attorney(s) that preformed the service(s);
- 18.5.6. Total amount;
- 18.5.7. Refundable services by the CONTRACTING PARTY.

19. MONITORING

- 19.1. The MONITOR must be an agent or agents of the Administration, specifically appointed by the Administration.
- 19.2. Monitoring of contractual fulfillment consists in verifying the conformity of the services and the allocation of the necessary resources.
- 19.3. Verification of adequate contractual fulfillment must be performed based on the criteria established in the BASIC PROJECT and in accordance with contractual terms.
- 19.4. Contractual performance must be monitored and inspected through oversight instruments including monitoring of the fulfillment of the obligations arising from this CONTRACT.
- 19.5. The MONITOR shall note in his records all events related to the performance of the Contract.
- 19.6. The monitoring of contractual performance carried out by the CONTRACTING PARTY does not eliminate the CONTRACTED PARTY'S responsibility, also before third parties, due to any irregularity, even if arising from technical imperfections, flaws or inadequate use of equipment, and when these incidents occur, they do not imply any responsibility by the CONTRACTING PARTY, its representatives or employees.
- 19.7. For the purposes of this CONTRACT, events shall be considered unforeseeable or caused by force majeure if they fit to legal description provided in single paragraph of article 393 of the Brazilian Civil Code, or terms of line II, §1º, Art. 57 of Federal Law nº 8.666/93 (Brazil).
- 19.8. The MONITOR should, additionally, abide by the following processes:
 - 19.8.1. Monitor the development of all services requests issued to the CONTRACTED PARTY;
 - 19.8.2. Submit for evaluation by the EXPENSE SUPERVISOR all proposals, questioning, discrepancies and difficulties encountered during contractual performance or those requiring approval and/or decision;
 - 19.8.3. Receive INVOICES, compare them with the amounts established in the CONTRACT, certify them and forward them to the EXPENSE SUPERVISOR for approval;

20. RECEIPT OF THE OBJECT

- 20.1. The services that are the object of the CONTRACT shall be received by the Receiving Commission in accordance with the specifications set forth in the Basic Project, Annex I of this Bid Announcement.
- 20.2. It is the responsibility of the RECEIVING COMMISSION to:
 - 20.2.1. Ensure that the CONTRACTED PARTY will follow the description of all the services that are the object of the BASIC PROJECT;


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President of the BACW's Bidding Commission


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Chief of BACW Fiscal Division



20.2.2. Receive services or reject them according to the specifications set forth in the BASIC PROJECT, in up to ten (10) calendar days;

20.2.3. Once approved, the invoices are sent to BACW's Contract Department, and

20.2.4. All proposals, questions, discrepancies and difficulties encountered during the execution of the CONTRACT, or that require an evaluation shall be presented to the CONTRACT MONITOR for approval and/or a determination must be approved by the Chief of BACW.

21. ACTS OF GOD OR FORCE MAJEURE

21.1. Unforeseeable events or force majeure events must be notified in writing to the Chief of the BACW, through the MONITOR, so that he may decide the appropriate course of action, provided it is proven that such events affect the services/materials provided in accordance with the OBJECT of the present CONTRACT.

21.2. For the purposes of the present CONTRACT, events shall be considered unforeseeable or force majeure, if they fit the legal description provided in the single paragraph of Art. 393 of the Brazilian Civil Code, or according to the terms of item II, §1º, Art. 57 of Law N° 8.666/93.

22. OBLIGATIONS OF THE CONTRACTING PARTY AND THE CONTRACTED PARTY

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

23. TERMINATION OF THE CONTRACT

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

24. BUDGET ALLOCATION

24.1. The expenses derived from this contracting shall be drawn from the following budget classification: Action: **2000**, expenditure item **339039** or any other Programs or Actions which may provide funds to the contracted object.

25. VIOLATIONS AND ADMINISTRATIVE SANCTIONS

25.1. For the application of administrative sanction the following must be taken into account: gravity of flaw, the relapse, damage caused to Public Interest, and loss to Administration.

25.2. Failure to fulfill CONTRACT in full or in part, or violation of any of the obligations contained in the CONTRACT and this REPUBLISHING OF INVITATION FOR BID, shall subject the CONTRACTED PARTY, without limiting CONTRACTED PARTY'S liability to other criminal and civil penalties, and to any and all other contractual damages and recourses available to the CONTRACTING PARTY under the CONTRACT or applicable law, ensuring due legal process, to the following penalties:



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President of the BACW's Bidding Commission



NAZARENO CORREIA PEREGRINO, Lt Col
Chief of BACW Fiscal Division



25.2.1. A Warning is an administrative sanction applied when the CONTRACTED PARTY infringes, for the first time, obligations connected to delay in contractual terms or submission of a commercial invoice with an inaccuracy, or due to non fulfillment of guidelines received from monitoring team within 48 (forty-eight) hours after notification by the MONITORING team. In order to enforce the Warning, a PAAI must be filed.

25.2.2. The Warning must not be proposed for relapse cases of the same kind as non fulfillment of contractual obligation.

25.2.3. The FINES referenced in item II, Art. 87 (fines caused by total or partial contract inexecution), of Law nº 8.666/93, may be defined and applied:

25.2.3.1. Due to total or partial inexecution of Contract OBJECT:

25.2.3.1.1. A fine may be applied due to partial inexecution of adjustment in the amount 0.2% (point two percent) of CONTRACT amount, should the CONTRACTED PARTY not fulfill any condition established in the CONTRACT; and

25.2.3.1.2. If the CONTRACTED PARTY causes termination of the contract, a fine shall be applied for total inexecution of contract in the amount of 10% (ten percent) of updated CONTRACT amount, without excluding arrears or other sanctions addressed by Art. 87 da Lei nº 8.666/93.

25.3. Notwithstanding the interested party's right to a fair defense, within 5 (five) business days, the fine for total or partial inexecution of CONTRACT shall be applied, together with the administrative sanctions set forth in items I, III and IV, Art. 87, of Law Nº 8.666/93.

25.4. The BACW must inform the CONTRACTED PARTY of the value to be collected, after all administrative recourses have been exhausted, after guaranteeing the right to ample defense, while the CONTRACTING PARTY must detract the amount for expired installments.

25.4.1. If payment is not extinguished in the form described in previous items, subtraction of the fine due shall be encouraged, activating contractual guarantee.

25.5. After the actions set forth in previous items, in case the fine is still unpaid, the Disbursement Officer (main or deputy) of the BACW, when applicable, shall forward the Process to the National Treasury's Attorney-General's Office (PGFN), for analysis and registration of sanctioned company in the Union's Active Debt [registry] (DAU) and/or enable legal action, based on relevant amount.

25.6. Application of a fine does not exempt the CONTRACTED PARTY from compensating CONTRACTING PARTY for any and all damages, losses and casualties which it may have caused the Administration or CONTRACTING PARTY, nor does it exclude the possibility of applying other administrative penalties or fines.

25.7. The application of the fines set forth in the previous items may be appealed within 5 (five) business days.

25.8. Temporary suspension from participating in bids or debarment from contracting with the Administration shall be applied- within the COMAER's scope, with the following gradation:

25.8.1. For up to 30 (thirty) days:



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- 25.8.1.1.** Non fulfillment of scheduled deadline for taking corrective measures, upon application of warning sanction; and
- 25.8.1.2.** In case of disruption of any action in the bid open session.
- 25.8.2. For up to 3 (three) months:**
- 25.8.2.1.** If the proposal is withdrawn, without the occurrence of an unforeseen event;
- 25.8.2.2.** If it is claimed the prices offered cannot be honored;
- 25.8.2.3.** If an appeal is submitted as an obvious delaying tactic.
- 25.8.3. For up to 6 (six) months:**
- 25.8.3.1.** If the winning bidder, summoned within his/her proposal's valid period, refuses to sign or accept the contract, or if he/she withdraws an equivalent instrument;
- 25.8.3.2.** In the absence of contractual financial guarantee, in the terms of the REPUBLISHING OF INVITATION FOR BID;
- 25.8.3.3.** In case of relapse in the practice of an illicit act, which may be sanctioned as per points "25.8.1" and "25.8.2" of this item during a timeframe shorter than 24 (twenty-four) months;
- 25.8.3.4.** In the application of a second administrative sanction to this contract;
- 25.8.3.5.** In the application of two administrative warning sanctions and one fine, within the COMAER's scope, within a 12 (twelve) month timeframe, during which time the supplier has not taken corrective measures in the terms prescribed by the Administration; and
- 25.8.3.6.** In the application of two administrative fine sanctions within the COMAER's scope, within a 12 (twelve) month period, during which time the supplier has not taken the corrective measures prescribed by the Administration;
- 25.8.4. For up to 12 (twelve) months:**
- 25.8.4.1.** When the CONTRACTED PARTY unduly delays service performance, resulting in contract rescission;
- 25.8.4.2.** When the CONTRACTED PARTY does not extinguish/pay the fine within the deadline, in the situations in which it is not possible to detract its amount from the warranty or from the credit resulting from completed installments; and
- 25.8.4.3.** In case of relapse in non-fulfillment subject to sanctions as per point "25.8.3", during a timeframe shorter than 36 (thirty-six) months;
- 25.8.5. For up to 24 (twenty-four) months:**
- 25.8.5.1.** In case an illicit act is committed, for the purpose of impeding Bid fruition; such as a the creation of a cartel or collusion;
- 25.8.5.2.** If "fraudulent", "adulterated", "fake" or "falsified" documents are submitted;
- 25.8.5.3.** In case of "false testimony";
- 25.8.5.4.** If case of final sentencing of an illicit act of fiscal fraud in the collection of taxes related to the contract;
- 25.8.5.5.** If services are interrupted without a valid cause and without prior notification to the Administration;


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25.8.5.6. If “falsified” or “adulterated” material is delivered and tricks are used to deceive the Administration;

25.8.5.7. If the contract is not fulfilled, causing serious damages to the Administration; and

25.8.5.8. In case of relapse in non-fulfillment subject to sanction in accordance with point “25.8.4”, over a timeframe shorter than 48 (forty-eight) months.

25.9. For the purposes of the terms set forth in this REPUBLISHING OF INVITATION FOR BID, as regards application of an administrative sanction temporarily suspending company from participating in bids, and entering into a contract with the Administration, the term “Administration” should be interpreted as COMAER.

25.10. Failure to fulfill the contract shall be characterized as not rendering the service in accordance with the technical specifications contained in this REPUBLISHING OF INVITATION FOR BID.

25.11. Inappropriate behavior shall be characterized as any intentional conduct aiming to trick or corrupt the Administration, or any of its employees, for the purpose of obtaining undue advantage.

25.12. The Formal Internal Administrative Process [PAAI] issuing the Certificate of Unfitness shall be forwarded to the State Minister of Defense, through the appropriate chain of command after an opinion is issued by COJAER, given the State Minister’s exclusive competence to apply the sanction. The sanction shall be applied in any of the situations below:

25.12.1. If the company or professional have been definitively sentenced for illicitly committing fiscal fraud in collecting any taxes;

25.12.2. If the company or professional committed an illicit act for the purpose of preventing Bid fruition;

25.12.3. If the Administration should find that the company or professional are not qualified to enter into a contract due to illicit acts committed; or

25.12.4. If proof of fraud is ascertained, by the Union’s Court of Auditors in the bidding.

25.13. The criteria for a Certificate of Unfitness, which may not exceed a 5 (five) year timeline, in accordance with the legislation in effect, shall be remitted to COJAER, for further forwarding to the State Minister of Defense. Rehabilitation for this sanction may be requested by the interested party after 2 (two) years have lapsed from its application.

25.14. In the document containing the Certificate of Unfitness, a recommendation shall be made for the sanction, which must show, in the respective PAAI, the amount to be reimbursed for the purpose of rehabilitation, with due legal increments and possible obligations.

26. APPEALS


26.1. The Administration’s (BACW’s) actions, during this bidding process, may be subject to appeal as follows:

26.1.1. Appeals to the BIDDING COMMISSION (CPL) within 5 (five) business days, starting on the day of notification or filing of meeting minutes, in case:

26.1.1.1. The bidder is qualified or disqualified;

26.1.1.2. Judgement of proposals;


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President of the BACW’s Bidding Commission


NAZARENO CORREIA PEREGRINO, Lt Col
Chief of BACW-Fiscal Division



- 26.1.1.3. Annulment or revocation of Bid;
 - 26.1.1.4. Rejection of entry, alteration or cancellation request in Registration Records;
 - 26.1.1.5. Rescission of CONTRACT, referring to item I of Art. 79 of Law Nº 8.666/93;
 - 26.1.1.6. Application of warning penalties, temporary suspension or fine.
- 26.2. If a bidder files an appeal, the other bidders shall be informed so that they may submit counter-arguments within a **5 (five) business day timeframe**.
- 26.3. The appeal must be addressed to a higher-ranking authority, through the Bidding Commission, which may reconsider its decision within **5 (five) business days**.
- 26.3.1. If it does not accept the arguments presented in the submitted appeal, the BIDDING COMMISSION must forward the appeal to the authority above it, for due assessment within a **5 (five) business day timeframe**, which shall be duly notified.

27. GENERAL PROVISIONS

- 27.1. Any doubts arising from the provisions of this REPUBLISHING OF INVITATION FOR BID may be the subject of consultation, in writing, with the Bidding Commission in charge of this bidding process, up to 48 hours before the delivery of the proposals.
- 27.1.1. All questions will be consolidated and answered in writing after the deadline for consultation has elapsed. A circular communication will be posted by the Bidding Commission and forwarded to the interested parties that have provided an e-mail address.
- 27.2. The interested party shall carefully review the Invitation to Bid and its Annexes, as well as all the instructions, terms and conditions, and technical specifications presented, and become familiar with all circumstances or details that may affect the assessment of costs and the terms involved in performing the object of this bidding process.
- 27.3. Each bidder shall be responsible for all costs associated with the preparation and presentation of its proposal. The Administration (BACW) shall not in any way be responsible for those costs, regardless of the proceedings and outcomes of the bidding process.
- 27.4. Participation in this bidding process implies full acceptance of the terms and conditions established in this REPUBLISHING OF INVITATION FOR BID and its Annexes, as well as with the requirement to comply with the provisions herein.
- 27.5. Any changes or amendments to this REPUBLISHING OF INVITATION FOR BID will require its dissemination in the same publication that the original Invitation was posted, with the initial term being postponed, except when the changes do not in any way affect the formulation of proposals.
- 27.6. If it is not a business day or if there is any event that prevents the bidding process from being held on the scheduled date, the session will be automatically rescheduled to the following business day at the same time and place previously indicated, unless communicated otherwise by the Bidding Commission.
- 27.7. In any stage during the bidding process, the Bidding Commission or the BACW's Chief may promote diligence intended to clarify or complement the process, provided it does not


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involve the later inclusion of any document or information that should be made available at the public bidding session.

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

27.9. The BACW reserves the right to revoke or annul the Bidding Process at any time in cases clearly in the public interest, e.g.:

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

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

27.10. If this REPUBLISHING OF INVITATION FOR BID is cancelled, bids that have been received shall be returned unopened to the bidders and notice of cancellation shall be sent to all prospective bidders to whom invitations were issued.

27.11. Preservation of the integrity of the competitive bid system dictates that, after bids have been opened, award should be made to that responsible bidder who submitted the lowest responsive bid, unless there is a compelling reason to reject all bids and cancel the Invitation.

27.11.1. Invitations may be cancelled and all bids rejected before award but after opening, only when formally and in writing, by the Chief of the BACW, in the following circumstances:

27.11.1.1. Inadequate or ambiguous specifications were cited in the Invitation;

27.11.1.2. Specifications have been revised;

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

27.11.1.4. The Invitation did not provide for consideration of all factors of cost to the Government;

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

27.12. The terms established in this REPUBLISHING OF INVITATION FOR BID and its Annexes do not include the first day, but include the last day. Deadlines shall fall on regular business day for the Administration (BACW).

27.13. The rules which govern the bidding process shall always be interpreted so as to increase competition among the bidders, provided that it does not jeopardize the interest of the Administration (Brazilian Public Administration), or the principles of equal rights, the purpose and security of the contracting.

27.14. In the event of discrepancies between the provisions of this REPUBLISHING OF INVITATION FOR BID and the other documents of the bidding process, the REPUBLISHING OF INVITATION FOR BID will prevail, with the exception of the CONTRACT executed by the winning bidder (CONTRACTED PARTY) shall govern its relationship with the BACW.

27.15. The REPUBLISHING OF INVITATION FOR BID and its Annexes may be read and/or obtained at BACW at the address indicated below, during business days, from 8:30 a.m. to 11:30 a.m., and 1:30 p.m. to 3:00 p.m (EST).

27.16. The records of this administrative proceeding will remain available to all interested parties at the agency located at the address below, during business days from 8:30 a.m. to 11:30 a.m., and 1:30 p.m. to 3:00 p.m. (EST), after previously scheduled time.



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President of the BACW's Bidding Commission



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1701 22nd St N.W.
Washington, D.C. 20008
Ph.: (202) 483 4031 / Fax: (202) 483 4684
E-mail: con@cabw.org

27.17. The United States District Court for the District of Columbia or the Superior Court in Washington, D.C., shall be the court in which any action or proceedings that might arise in connection with the bidding process must be filed and adjudicated, and the parties irrevocably submit to the exclusive jurisdiction of such court. This REPUBLISHING OF INVITATION FOR BID and the bidding process shall be construed and interpreted in accordance with the principles of Brazilian Law N° 8,666/93 and any other applicable laws and regulations of the Federative Republic of Brazil, and shall be governed by and enforced in accordance with the laws of the District of Columbia.

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

Washington, DC, May 2, 2018

RENATO ALVES DE OLIVEIRA, Lt Col.
President of BACW's Bidding Commission

NAZARENO CORREIA PEREGRINO Ten Cel Int
Chief of Fiscal Division

Reviewed by:



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

BASIC PROJECT 011/DLC/2018

Legal basis: Prepared on the basis of the premises contained in Art. 123 of Law nº 8.666/1993.

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1. PREAMBLE

1.1. The purpose of this BASIC PROJECT is to introduce the set of necessary and sufficient elements, with the necessary degree of precision to characterize the specifications for the contracting of ongoing services of **Legal Consulting and Support Services**, including the issuance of Legal Opinion, based on the United States' laws, for the administrative procedures of the Brazilian Aeronautical Commission in Washington D.C., for a period of 12 months, with the possibility of extension of up to an aggregated period of 60 months .

1.2. The estimated duration of 12 (twelve) months of contractual activity is based on services performed in recent years, as well as on estimated future demand. However, such an estimate does not imply any right for the CONTRACTED PARTY to perform the entirety of the estimated quantity, should the CONTRACTING PARTY's demand be less than the estimated amount within the 12-month term.

1.3. DEFINITIONS:

1.3.1. In order to facilitate the understanding of the terminologies and to simplify the composition of the text, the following abbreviations and expressions were adopted, with their definitions in the sequence:

1.3.1.1. COMAER: Brazilian Aeronautical Command.

1.3.1.2. COMREC – Receiving Commission formed by at least 3 (three) members who, through the CONTRACTING PARTY, have as duties, to receive the object of the contract, whether it be a material asset or a service.

1.3.1.3. CONTRACTED PARTY – Winning company of the Bidding, after the Awarding (“Homologation and Adjudication”) of the object of the Basic Project.

1.3.1.4. CONTRACTING PARTY: The Brazilian Government – Aeronautical Command, being represented by the Brazilian Aeronautical Commission in Washington D.C. (BACW)

1.3.1.5. CONTRACT - The Agreement which the Public Administration (CONTRACTING PARTY), acting as such, signs with a private person or other Administrative Entity (CONTRACTED PARTY), for the performance of the services in question and under the conditions set forth by the Public Administration itself.

1.3.1.6. FAB – Brazilian Air Force (BAF)

1.3.1.7. ICA - Aeronautical Command Directive.

1.3.1.8. INVITATION FOR BID – Bidding Announcement for any type of solicitation, with the purpose of receiving bids on sealed envelopes.

1.3.1.9. INVOICE – Commercial document formalizing an act of purchase and sale abroad, which must contain- among other information- the following data: supply quantity, supply unit, price, payment terms, taxes, duties and FAB Purchase Order Number.

1.3.1.10. MO - Military Organization;

1.3.1.11. MONITOR- the individual or commission representing the CONTRACTING PARTY before the CONTRACTED PARTY, appointed to



systematically monitor the fulfillment of contractual terms and complementary orders issued by the Government, in all their aspects;

1.3.1.12. PAAI – Formal internal administrative procedure which consists in the registration of all acts to determine the administrative facts necessary to clarify and review judgments of the competent authority, allowing due process, which will culminate in the implementation or not of the administrative sanctions provided for in the Law (ICA 12-23);

1.3.1.13. PAG – Administrative Management Process.

1.3.1.14. PURCHASE ORDER (PO) –Common document accepted in the international Market sent by the CONTRACTING PARTY to the CONTRACTED PARTY which authorizes the delivery of the object of the contract, specifically regarding the quantities, cost, quantities, place of delivery and conditions for acceptance.

1.3.1.15. REQUEST FOR QUOTE – Request for quotation from a supplier related to an item or service which the Administration intends to acquire. It is the equivalent to the invitation type of solicitation and, due to that, the answer from the supplier to that document equates to a proposal and therefore, it should be legally treated as such.

1.3.1.16. REQUEST FOR INFORMATION – Request for Information. Document sent to companies, in order to present their intentions to participate in a future solicitation, based on minimum requirements for the subject matter.

1.3.1.17. TERM OF RECEIPT – Document issued by the COMREC attesting and accepting services performed.

2. OBJECT

2.1. Contracting of a specialized company in the services of **Legal Consulting and Support Services**, including the issuance of Legal Opinion, based on the United States' laws, for the administrative procedures of the Brazilian Aeronautical Commission in Washington D.C.

3. JUSTIFICATION

3.1. The purpose of the Brazilian Aeronautical Commission in Washington (BACW), created by the Decree n. 19.477, of August 21, 1945, is to centralize, within its area of action, the logistical activities of support and services, administration of agreements, adjustments and contracts, as well as any other tasks that are determined, all of which being COMAER's interest and responsibility.

3.2. In order to fulfil its mission, the BACW relies on legal consulting and support services from local law offices which would issue legal opinions embodying the Commission's administrative procedures, in light of the U.S. law.

3.3. In addition, the contracts entered into by the BACW are prepared and interpreted in accordance with the principles of Law No. 8.666 / 93, and are governed and enforced in accordance with the laws of the District of Columbia, in particular the Uniform Commercial Code.



3.4. In this case, any disputes relating to contracts shall be submitted to the Superior Court of the District of Columbia or to the United States District Court in the District of Columbia, the jurisdiction for the arbitration of disputes between the parties.

3.5. Historically, this Commission has hired legal counsel on a wide range of issues, from revising draft of solicitation packages and contracts, language adjustments, labor matters related to local employees, contract execution, and conflicts related to Purchase Orders (PO).

3.6. For this contracting, BACW understands that the participation of a Brazilian company is not feasible, considering that the focus of the legal analysis is based on the perspective of the American legislation, as well as that the company to be contracted needs to be able to provide the representations within the American judicial system, if necessary.

3.7. Therefore, the solicitation for contracting the proposed service should occur in the United States with the goal of hiring an office with expertise in local law in the United States.

3.8. In addition, the contracting in question is characterized as an ongoing service for 12 (twelve) months, and may be extended for equal and successive periods, up to an aggregated amount of 60 (sixty) months, according to Article 57 of Law 8,666 / 93 and Art. 6 of IN nº 02, from April 30, 2008.

4. HISTORIC DEMAND

4.1. In order to provide with a realistic demand for bidders to submit a price proposal, the Bidding and Contracts Division reports the demands for legal advice in the last 3 (three) years in more than 150 Administrative Management Processes (PAG).

Period	Hours	PAG
Dec-14 - Feb-15	10.90	3
Mar-15 - Apr-15	23.55	6
May-15	18.55	9
Jun-15 - Ago-15	23.70	7
Sep-15	16.35	15
Out-15 - Nov-15	32.25	12
Dec-15 - Feb-16	33.55	4
Mar-16 - May-16	70.55	9
Jun-16 - Jul-16	42.25	15
Aug-16 - Dec-16	62.85	18
17-Jan	34.85	16
Fev-17 - Apr-17	53.10	16
May-17 - Ago-17	66.20	9
Jul-17 - Nov-17	26.65	13

	Hours	PAG
Total	515.30	152
Annual Medium	171.77	51
2015 Medium	125.30	52
2016 Medium	209.20	46
2017 Medium	180.80	54



4.2. The historical demand presented above does not imply any right for the CONTRACTED PARTY to perform the entirety of the estimated quantity, should the CONTRACTING PARTY demand less than the estimated amount, within the 12-month term,.

5. SERVICE DESCRIPTION

5.1. The CONTRACTED PARTY shall have an office facility able to hold meetings between the CONTRACTING PARTY and the CONTRACTED PARTY in addition to being located within at least 20 miles from the headquarters of the Brazilian Aeronautical Commission in Washington, located at 1701 22nd St. N.W. Washington D.C. 20008.

5.2. In most of the cases, the documents presented by the CONTRACTING PARTY for the analysis of the CONTRACTED PARTY shall be presented in English.

5.3. The CONTRACTED PARTY shall be able to evaluate documents of the CONTRACTING PARTY in Portuguese and in English, since, eventually, original signed documents may be forwarded for evaluation.

5.3.1. In case the CONTRACTED PARTY deems the certified translation of documents from Portuguese to English to be necessary in order to issue its Legal Opinion, this cost shall be the CONTRACTED PARTY'S responsibility.

5.3.2. It is important to mention that the issuance of Legal Opinion and any other document to be presented by the CONTRACTED PARTY shall be in English.

5.3.3. When reviewing drafts of solicitation packages and contracts, the documents to be submitted by the CONTRACTING PARTY to the CONTRACTED PARTY must be presented in English.

5.4. When reviewing drafts of solicitation packages and contracts, the CONTRACTED PARTY shall be able to carry out legal analysis with presentation of legal opinion based on the principles of the Brazilian Public Administration, such as legality, impartiality, morality, equality, transparency, administrative integrity, and objective judgment.

5.5. When reviewing drafts of solicitation package and contracts, the CONTRACTED PARTY must be able to perform analysis based on the principles of Brazilian Federal Law 8.666, dated June 21, 1993, which can be accessed on the website (http://www.planalto.gov.br/ccivil_03/laws/L8666cons.htm).

5.6. The CONTRACTED PARTY shall be able to perform an analysis of the RFQ, Request For Bid (IFB) and Request For Information (RFI) based on statutes, executive orders, regulations, judicial and administrative decisions by federal agencies under the American prism.

5.7. The CONTRACTED PARTY shall be able to interact with the Brazilian Government's legal advisory bodies at foreign forums or courts within the US court system, especially in the Superior Court of the District of Columbia or the US District Court in the District of Columbia.

5.7.1. In cases of interaction between the BACW and the US court, the CONTRACTED PARTY shall be able to interact with the Brazilian legal advisory bodies appointed by the CONTRACTING PARTY, whenever applicable.

5.8. The CONTRACTED PARTY shall be able to analyze draft of solicitation package documents and contracts as per Uniform Commercial Code.



5.9. The CONTRACTED PARTY shall be able to receive files electronically via email or other means by agreement between the parties

5.10. The CONTRACTED PARTY shall be able to receive phone calls during the BACW's business hours, Monday through Friday, from 7:15 a.m. to 3:15 p.m., US Eastern Time.

5.10.1. For urgent matters, the CONTRACTED PARTY shall be able to provide service outside the BACW's business hours.

6. SERVICE SPECIFICATION

6.1. The services shall be requested by e-mail or by phone, by an authorized agent by the CONTRACTING PARTY.

6.2. After the contract execution, the CONTRACTED PARTY shall inform a point of contact providing at least: Name, landline number, cellphone number and e-mail.

6.3. When requesting services, the CONTRACTING PARTY shall inform the CONTRACTED PARTY the priority of the request and the expected date for the its completion.

6.4. When receiving the request, the CONTRACTED PARTY shall confirm its receipt and the feasibility of the requested deadline.

6.5. The analysis of the solicitation packages and of contract drafts shall be performed by the CONTRACTED PARTY within 4 (four) business days from the receipt of the request.

6.5.1. Urgent services may be requested with a shorter term than that provided for in **item**

6.5. In these cases, the CONTRACTED PARTY must make efforts to meet the urgent deadline.

6.5.2. In case the CONTRACTED PARTY needs a longer term to analyze the documents due to the complexity of the process, the CONTRACTED PARTY should promptly inform the requestor of the demand.

6.6. In cases when the representatives of the CONTRACTED PARTY must travel to the premises of the CONTRACTING PARTY, the travel costs may be reimbursed as evidenced by the presentation of the invoice.

6.6.1. The reimbursement provided in **item 6.6** of this Basic Project only includes the distance from the CONTRACTED PARTY's office to the CONTRACTED PARTY's premises and only includes transportation. Other expenses such as food cannot be refunded.

6.6.2. The CONTRACTING PARTY may, at its discretion, provide transportation for the CONTRACTED PARTY's representatives through its support team.

6.7. In cases of representation with the US court system, the administrative costs of legal actions such as those of filing and protocol may be reimbursed, with the prior approval of the CONTRACTING PARTY and proof of expenses to be presented with the invoice of the CONTRACTED PARTY.

6.8. Costs of express delivery of CONTRACTOR's documents to third parties, in the cases requested by the CONTRACTING PARTY, may be reimbursed with the prior approval of the CONTRACTING PARTY and proof of expenses to be presented with the invoice of the CONTRACTED PARTY.



6.9. The CONTRACTED PARTY shall issue monthly invoices with the discrimination of services with at least what follows:

- 6.9.1.** CONTRACT NUMBER (as result of this solicitation)
- 6.9.2.** Invoice Unique Number;
- 6.9.3.** List of performed services;
- 6.9.4.** Amount of billable hours for the performed services;
- 6.9.5.** Name of the attorney(s) that preformed the service(s);
- 6.9.6.** Total amount;
- 6.9.7.** Refundable services by the CONTRACTING PARTY.

7. TECHNICAL QUALIFICATION

7.1. The CONTRACTED PARTY must contain and present proof of having at least one attorney registered in "The District of Columbia BAR" with ACTIVE membership (equivalent to OAB of Brazil) and in "Good Standing"

- 7.1.1.** At the time of the technical qualification, the company must present at least a printed copy of the DC BAR members screen, which can be accessed through the website: (<https://join.dcbbar.org/eweb/DynamicPage.aspx?Site=dcbbar&WebCode=FindMember>)

7.2. During the contractual execution, the CONTRACTED PARTY shall maintain the technical qualification determined in this Basic Project.

8. CONTRACT EXECUTION

8.1. The CONTRACT resulting from this Basic Project shall be performed based on the indirect execution of the LOWEST UNIT PRICE, in which in this case it refers to the hourly cost of the attorney office services.

8.2. The terms and conditions may undergo increases or decreases on in the estimated demands. However, increases may not exceed 25% of the initial contract demand, in accordance with Brazilian Law nº 8.666/1993.

8.3. The amounts to be contracted are estimates, and consequently do not imply any obligation by the CONTRACTING PARTY.

9. CONFIDENTIALLY OF INFORMATION

9.1. Except when permitted in the terms of the *Rules of Professional Conduct: Rule 1.6--Confidentiality of Information* (<https://www.dcbbar.org/bar-resources/legal-ethics/amended-rules/rule1-06.cfm>) the CONTRACTED PARTY shall not knowingly:

- 9.1.1.** Revel a confidence or secret of the CONTRACTED PARTY;
- 9.1.2.** Use a confidence or secret of the CONTRACTING PARTY to the disadvantage of the CONTRACTING PARTY;
- 9.1.3.** Use a confidence or secret of the CONTRACTING PARTY for the advantage of the CONTRACTED PARTY or of a third person.

9.2. "Confidence" refers to information protected by the privileges of the relationship in between CONTRACTING PARTY and CONTRACTED PARTY in the terms of this Basic Project and the



Contract, and “Secret” refers to other information gained in the professional relationship that the CONTRACTING PARTY has requested be held inviolate, or the disclosure of which would be embarrassing, or would be likely to be detrimental to the CONTRACTING PARTY.

10. PRICE PROPOSAL

10.1. The PRICE PROPOSAL must be typed in English and the prices stated in US dollars presenting the hourly price of the services being offered.

10.2. The winning bid shall be the bid with the lowest **UNIT PRICE**, in which in this case it refers to the hourly cost of the attorney office services

10.3. The UNIT PRICE refers to the fixed price per hour

10.4. The CONTRACTING PARTY estimates an average of 172 hours per year of services.

10.5. Based on that, the BIDDER shall present the global price of this hiring by multiplying the unit price by the estimated amount of 172 hours.

10.5.1. The GLOBAL PRICE shall be the amount of the contract.

10.6. Bidders must submit their price proposals in accordance with the PRICE PROPOSAL MODEL as provided in the Invitation for Bid.

11. SUBCONTRACTING

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

11.1.1. Sub-contracting may be authorized by the BACW’s Chief, through the CONTRACT MONITOR.

11.1.2. Sub-contracting limits to 40% (forty percent) of the contract amount.

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

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

12. TERMS

12.1. Term of Validity

12.1.1. The Contract’s period of validity shall be 12 (twelve) months, starting on the date of its Signature, including its performance time, acceptance time and term established for the final payment.

12.1.2. The validity may be extended by mutual agreement between the parties for an additional equal period of 12 months, if it is in the CONTRACTING PARTY’s interest, up the overall limit of 60 months”.

12.2. Term of Execution



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

12.3. Acceptance Timeframe

12.3.1. The services shall be definitively received by COMREC, through a final Acceptance Receipt, signed by the parties within 10 (ten) days of written notification by the CONTRACTED PARTY.

12.3.2. Final acceptance does not exclude civil responsibility for the reliability and safety of the service, or ethical/professional responsibility for the perfect performance of the contract.

12.4. Payment Processing Time

12.4.1. Payment processing time for Commercial Invoices shall not exceed 30 consecutive days, starting on the date on which the Acceptance Receipt is issued, signed by COMREC.

13. PRICE ADJUSTMENT

13.1. All price installments may be adjusted, through a formal proposal from one of the Parties mentioned in the CONTRACT and only after 12 months have expired from the deadline for the submission of proposals referenced in this INVITATION FOR BID or from the last adjustment; however, adjustments must be preceded indicators/indices supporting the new, updated prices, and a cost table must also be submitted at this time.

13.2. In all adjustments following the first one, the annual term shall be counted from the last completed adjustment.

13.3. Adjustments shall be preceded by a request from the CONTRACTED PARTY, supported by an analytical demonstration for cost alteration, via the submission of a cost table and price formation, as well as the new agreement or collective stipulation on which the adjustment is based.

13.4. It is forbidden to include, at the time of adjustment, benefits which were not contemplated by the initial proposal, except when they become mandatory through the application of a legal document, normative sentence, collective agreement or collective stipulation.

13.5. At the time in which an adjustment is requested, it shall only be granted through negotiation between the parties, considering:

13.5.1. Normal Market prices and those applied in other contracts executed by the Administration;

13.5.2. The peculiarities of the contract in effect;

13.5.3. New agreement or collective stipulation of professional categories;

13.5.4. New table showing cost variation;

13.5.5. Sector indicators, manufacturer tables, official reference amounts, public tables or other equivalent amounts; and

13.5.6. The CONTRACTED PARTY'S budget availability.

13.6. The decision regarding the request for adjustment must be reached within a deadline of 60 (sixty) days, starting from the date on which proof of cost variation has been delivered.

13.7. In case of adjustment, an amendment to the existing contract shall be executed.



13.8. The term referenced in the above paragraph shall be suspended until the CONTRACTED PARTY fulfills its tasks or delivers the documentation requested by the CONTRACTED PARTY to prove cost variation.

13.9. The CONTRACTING PARTY may submit requests for clarification to verify cost variation claimed by the CONTRACTED PARTY.

13.10. The submission of an adjustment proposal by the CONTRACTED PARTY need not be accepted by the CONTRACTING PARTY, which may refuse the proposal.

13.11. Should the CONTRACTED PARTY not present duly justified indices, the maximum adjustment amount shall be, or equate to the variation in the CPI (Customer Price Index, issued by the Bureau of Labor Statistics – BLS – issued by the U.S. Bureau of Labor).

14. MONITORING

14.1. The MONITOR must be an agent or agents of the Administration, specifically appointed by the Administration.

14.2. Monitoring of contractual fulfillment consists in verifying the conformity of the services and the allocation of the necessary resources.

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

14.4. Contractual performance must be monitored and inspected through oversight instruments including monitoring of the fulfillment of the obligations arising from this CONTRACT.

14.5. The MONITOR shall note in his records all events related to the performance of the Contract.

14.6. The monitoring of contractual performance carried out by the CONTRACTING PARTY does not eliminate the CONTRACTED PARTY'S responsibility, also before third parties, due to any irregularity, even if arising from technical imperfections, flaws or inadequate use of equipment, and when these incidents occur, they do not imply any responsibility by the CONTRACTING PARTY, its representatives or employees.

14.7. For the purposes of this CONTRACT, events shall be considered unforeseeable or caused by force majeure if they fit to legal description provided in single paragraph of article 393 of the Brazilian Civil Code, or terms of line II, §1º, Art. 57 of Federal Law nº 8.666/93 (Brazil).

14.8. The MONITOR should, additionally, abide by the following processes:

14.8.1. Monitor the development of all services requests issued to the CONTRACTED PARTY;

14.8.2. Monitor the development of all services until their receipt by CTLA and CABW;

14.8.3. Submit for evaluation by the EXPENSE SUPERVISOR all proposals, questioning, discrepancies and difficulties encountered during contractual performance or those requiring approval and/or decision;

15. RECEIPT OF THE OBJECT

15.1. The services that are the object of the CONTRACT shall be received by the Receiving Commission in accordance with the specifications set forth in the Basic Project, Annex I of this Bid Announcement.



15.2. It is the responsibility of the RECEIVING COMMISSION to:

- 15.2.1.** Ensure that the CONTRACTED PARTY will follow the description of all the services that are the object of the BASIC PROJECT;
- 15.2.2.** Receive services or reject them according to the specifications set forth in the BASIC PROJECT, in up to ten (10) calendar days;
- 15.2.3.** Once approved, the invoices are sent to BACW's Contract Department, and
- 15.2.4.** All proposals, questions, discrepancies and difficulties encountered during the execution of the CONTRACT, or that require an evaluation shall be presented to the CONTRACT MONITOR for approval and/or a determination must be approved by the Chief of BACW.

16. OBLIGATIONS

16.1. CONTRACTING PARTY'S OBLIGATIONS:

- 16.1.1.** Provide all conditions enabling the CONTRACTED PARTY to perform the services herein in accordance with the terms of the contract.
- 16.1.2.** Require the fulfillment of all obligations undertaken by the CONTRACTED PARTY, in accordance with contractual terms, proposal terms and policy terms.
- 16.1.3.** Carry out monitoring of contractual performance, through a specifically appointed agent of the Administration, recording in a special log any flaws detected, showing the day, month and year, as well as the names of any personnel who may be involved, sharing such observations with the relevant authority for any applicable measures.
- 16.1.4.** Notify the CONTRACTED PARTY, in writing, of any possible imperfections occurred during the performance of the contract, determining a timeline for their correction;
- 16.1.5.** Pay the CONTRACTED PARTY the amount resulting from the rendered services, in accordance with contractual, and policy terms.
- 16.1.6.** Zealously ensure that throughout contract implementation all eligibility and qualification conditions required at the time of Contract signature be maintained, compatibly with the obligations undertaken by the CONTRACTED PARTY.

16.2. CONTRACTED PARTY'S OBLIGATIONS:

- 16.2.1.** Perform the services in accordance with this BASIC PROJECT, and with the CONTRACTED PARTY'S proposal, with the necessary means for the fulfillment of contractual terms.
- 16.2.2.** Assume civil liability for moral and material damages caused to the Brazilian Nation by its employees', workers', agents' or representatives actions or omissions.
- 16.2.3.** Prohibit, during the performance of the services, the use of employees related to public officers holding a trusted position or committee role at BACW.
- 16.2.4.** Take responsibility for all work-related and fiscal obligations connected with the Contract Subject.
- 16.2.5.** Maintain throughout contract performance, compatibly with the obligations undertaken, all eligibility requirements demanded at Bid.



16.2.6. Cover any onus associated with a possible oversight in the amounts and values of its proposal, including as regards variable costs which are dependent on future and uncertain factors.

16.2.7. Provide information and clarification of a technical nature, showing all necessary data and documents, when requested by the MONITOR.

16.2.8. Partial or total non-compliance with the responsibilities undertaken by the CONTRACTED PARTY shall result in the application of administrative sanctions, established in the future CONTRACT, including fines, and may culminate in contract termination.

16.2.9. Be responsible for all labor, social, and tax obligations, as well as for any other duties or obligations provided for under specific legislation. The violation of which shall not carry a liability to the CONTRACTING PARTY.

17. ESTIMATED BUDGET

17.1. Using the average amounts paid during past years, the MAXIMUM ESTIMATED amount of the contract shall be **US \$ 43,000.00 per 12 months of contract performance.**

17.2. The estimates in prospected demand included in this BASIC PROJECT do not imply any obligation by the CONTRACTING PARTY.

18. BUDGET ALLOCATION

18.1. The expenses derived from this contracting shall be drawn from the following budget classification: Action: **2000**, expenditure item **339039** or any other Programs or Actions which may provide funds to the contracted object.

Washington DC, April 13, 2018

MARIO EMILIO FRAMIL CABIZUCA, Maj.
Chief of Bidding and Contracts Division

Reviewed by:

NAZARENO CORREIA PEREGRINO, Lt. Col.
Chief of Fiscal Division

Approved by:

LEONARDO GUEDES, Col.
Chief of BACW



Price Proposal – Annex II

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

PAGE 1 of 2

Part 1 Representative Identification

Representative Name

Last Name

Given Name

Middle Name

--	--	--

Identification Number (Federal Id with Photo)

E-mail Address

--	--

Phone Number

Fax Number

--	--

Company's Name

--

The company mentioned above, makes a proposal to be judged based on the **LOWEST UNIT PRICE**, for the contracting of specialized company in the services of **Legal Consulting and Support Services**, including the issuance of Legal Opinion, based on the United States laws, for the administrative procedures of the Brazilian Aeronautical Commission in Washington D.C, in accordance with the terms, quantities, price limits and other applicable requirements established in the BASIC PROJECT.

Part 2 Statements

Initial of the representative

1-	The amount presented as an ESTIMATED AMOUNT does not indicate any future commitment by BACW and was obtained from estimated values. The service quoted shall include all costs arising from the performance of the services, whether direct or indirect, including but not limited to what is described below: all inputs such as fees and/or taxes of invoice, social contributions, duties and taxes, administrative fees, permits, and all other fees necessary for full compliance with the object of the INVITATION, in accordance with the Basic Project	(place initial)
2-	We hereby acknowledge the content of INVITATION TO BID and its Annexes, fully and irrevocably accepting its terms and requirements, as well as all relevant legislation. This price proposal shall be valid for 60 (sixty) days starting on the date on which proposals are opened, after which time it shall be subject to confirmation by our Company.	(place initial)
3-	The company declares that it will meet all of the requirements listed in the Bid Announcement and Basic Project, Annex I of the Invitation to Bid 180653/CABW/2018 .	(place initial)



Price Proposal – Annex II

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

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Part 3

Object	Estimated amount of hours	Unit Price*	Contract Amount**
Legal Consulting and Support Services, including the issuance of Legal Opinion, based on the United States laws, for the administrative procedures of the Brazilian Aeronautical Commission in Washington D.C	172		
*In accordance with item 7.10 of the Bidding announcement, the UNIT PRICE refers to the fixed price per hour			
** In accordance with item 7.13 of the Bidding announcement, bidders shall present their price proposals in accordance with the PRICE PROPOSAL MODEL in accordance with this bid announcement			

Part 4 Authentication

Representative printed name

Representative signature

Date of signing

<input type="text"/>	<input type="text"/>
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ANNEX III

BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON D.C.



CONTRACT [CT]/CABW/2018

**INVITATION FOR BID 180653/CABW/2018
PAG 67102.180653.2018-23**



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PAG Nº: **67102.180653/2018-23**
CONTRACT Nº **[NUM]/CABW/2018**

CONTRACTING OF SPECIALIZED COMPANY IN THE SERVICES OF **LEGAL CONSULTING AND SUPPORT SERVICES**, WHICH THE BRAZILIAN GOVERNMENT HEREBY ENTERS INTO, THROUGH THE BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON, AND THE COMPANY **[COMPANY'S NAME]**.

The Brazilian Government, through the Brazilian Aeronautical Commission in Washington, with main offices located at **1701 22nd St N.W. Washington, D.C. 20008**, represented herein by **Col LEONARDO GUEDES**, in the use of his legal attributions, as per Directive nº 50, issued by the Ministry of Aeronautics on January 29, 1953, and as per Art.61 of Brazilian Federal Law nº 8,666/93, hereinafter referred to as the CONTRACTING PARTY, and the company **[COMPANY'S NAME]**, with main offices located at **[CITY]**, ZIP **[POSTAL CODE]**, in the Municipality **[STATE/MUNICIPALITY]**, hereinafter the CONTRACTED PARTY, represented herein by Mr. **[LEGAL REPRESENTATIVE'S NAME]**, bearer of ID nº **[ID NUMBER]**, and bearing in mind the content of PAG nº **67102.180653/2018-23**, and the final result of the **Invitation for Bid nº 180653/CABW/2018**, based on the principles of Law nº 8,666/93, Decree nº 2.271, of 1997, and Normative Instruction SLTI/MPOG nº 2, of April 30, 2008, and related legislation, hereby decide to enter into this agreement and execute this instrument, in accordance with the following terms and conditions:



1. DEFINITIONS

1.1. In order to facilitate the understanding of the terminologies and to simplify the composition of the text, the following abbreviations and expressions were adopted, with their definitions in the sequence:

1.1.1. BP or BASIC PROJECT- As per Brazilian Law 8.666, dated June 21, 1993, the set of necessary and sufficient elements, with the necessary degree of precision, to define the project, service or body of work, which will constitute the Bid Subject. It is drafted based on the suggestions drawn from preliminary technical studies, which ensure technical feasibility and adequate treatment of the project's environmental impact, as well as evaluating the project or service's costs, defining the methods and terms for its performance;

1.1.2. COMAER – Brazilian Aeronautical Command;

1.1.3. COMREC – Receiving Commission formed per at least three members that, through the CONTRACTING PARTY, represents the COMAER with the CONTRACTED PARTY, having the duties of receiving the object of the hiring, whether material or service, in accordance with ICA 65-8/2009 and ICA 12-23/2017.

1.1.4. CONTRACTED PARTY – CONTRACTED PARTY – Winning company of the Bidding, after the Awarding (“Homologation and Adjudication”) of the object of the Basic Project.

1.1.5. CONTRACTING PARTY: The Brazilian Government – Aeronautical Command, being represented by the Brazilian Aeronautical Commission in Washington D.C. (BACW)

1.1.6. CONTRACT - The Agreement which the Public Administration (CONTRACTING PARTY), acting as such, signs with a private person or other Administrative Entity (CONTRACTED PARTY), for the performance of the services in question and under the conditions set forth by the Public Administration itself.

1.1.7. FAB – Brazilian Air Force (BAF)

1.1.8. INVOICE – Commercial document formalizing an act of purchase and sale abroad, which must contain- among other information- the following data: supply quantity, supply unit, price, payment terms, taxes, duties and FAB Purchase Order Number.

1.1.9. MO - Military Organization;

1.1.10. MONITOR- the individual or commission representing the CONTRACTING PARTY before the CONTRACTED PARTY, appointed to systematically monitor the fulfillment of contractual terms and complementary orders issued by the Government, in all their aspects;

1.1.11. PAAI – Formal internal administrative procedure which consists in the registration of all acts to determine the administrative facts necessary to clarify and review judgments of the competent authority, allowing due process, which will culminate in the implementation or not of the administrative sanctions provided for in the Law (ICA 12-23);

1.1.12. PAG – Administrative Management Process.

1.1.13. TERM OF RECEIPT – Document issued by the COMREC attesting and accepting services performed.



2. CLAUSE – OBJECT

2.1. Contracting of specialized company in the services of **Legal Consulting and Support Services**, including the issuance of Legal Opinion, based on the United States laws, for the administrative procedures of the Brazilian Aeronautical Commission in Washington D.C.

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

2.3. The estimates detailed in this CONTRACT do not imply any obligation by the CONTRACTING PARTY. The following annexes are integral parts of this contract, regardless of whether or not they are herein transcribed:

ANNEX A – BASIC PROJECT;

ANNEX B - PRICE PROPOSAL FROM THE CONTRACTED PARTY; and

ANNEX C - PHYSICAL AND FINANCIAL SCHEDULE.

3. CLAUSE – PERFORMANCE

3.1. The CONTRACT shall be performed on the basis of indirect execution of LOWEST UNIT PRICE, in which in this case it refers to the hourly cost of the attorney office services.

3.2. The CONTRACT may undergo quantitative increases or decreases in the estimated demands and values. However, such increases may not exceed 25% of initial contract amount.

4. CLAUSE – LANGUAGE

4.1. It is hereby agreed by the parties that the language of this CONTRACT, for the purpose of documentation, correspondence, and any other interests shall be **English**.

5. CLAUSE – CONDITIONS TO PROVIDING SERVICE

5.1. The services shall be performed by the CONTRACTED PARTY as described herein and in accordance with the BASIC PROJECT, Annex A.

5.2. The CONTRACTED PARTY shall maintain all the conditions for qualification during the bidding process throughout the validity of this CONTRACT.

6. CLAUSE – OBLIGATIONS

6.1. In addition to that set forth in the Basic Project, the **CONTRACTED PARTY** shall be required to:

6.1.1. Perform services in accordance with the specifications in the BASIC PROJECT and its proposal with the resources necessary for full compliance with the provisions of the CONTRACT;

6.1.2. Strictly observe specifications and instructions contained in the Invitation for Bid;

6.1.3. Take full responsibility for the performance of the contracted services;

6.1.4. Take responsibility for the selection, qualification, transportation, meals, lodging, contracting and termination of its employees, as well as for their legal situation with



- labor, transit, insurance, employment taxes and any withholdings, health and welfare authorities. The CONTRACTED PARTY's failure to fulfill the obligations set forth herewith does not make the CONTRACTING PARTY responsible for payment;
- 6.1.5.** Take responsibility, furthermore, for damages caused to the CONTRACTING PARTY, arising from the performance of services by CONTRACTED PARTY'S employees or appointed agents;
- 6.1.6.** Provide all clarifications requested by the CONTRACTING PARTY, immediately addressing any complaints;
- 6.1.7.** Use qualified employees who have essential knowledge of the services that will be performed in accordance with the rules and regulations in effect;
- 6.1.8.** Be responsible for all labor, social, and tax obligations, as well as for any other duties or obligations provided for under specific legislation, the violation of which shall not carry a liability to the CONTRACTING PARTY;
- 6.1.9.** Instruct its employees on the need to follow the guidelines provided by the CONTRACTING PARTY, including with regard to CONTRACTING PARTY'S internal regulations, if any;
- 6.1.10.** Maintain throughout the term of the Contract, consistent with the obligations assumed, all conditions of eligibility and qualification required in the bidding process;
- 6.1.11.** Be responsible for any costs resulting from any possible mistakes made in calculating the quantitative items in its proposal, including with regard to variable costs associated with future and uncertain facts, being responsible for covering those items should what was initially provided for in its proposal not be enough to perform the object of the bidding process.
- 6.1.12.** All services performed by the CONTRACTED PARTY shall be the responsibility of the CONTRACTED PARTY and shall be performed in accordance with the CONTRACT;
- 6.1.13.** The CONTRACTED PARTY shall not perform any extra service without first providing an estimated budget, which is to be formally authorized by the CONTRACTING PARTY;
- 6.1.14.** The CONTRACTED PARTY shall appoint a Manager for the purpose of overall management of the activities/services, following up on the CONTRACT and representation with the CONTRACT MONITOR;
- 6.1.15.** Comply with all the CONTRACTING PARTY's requirements, especially those related to deadlines, performance and conclusion of the contracted services, as well as the requirements related to the services under special deadline, priority and emergency;
- 6.1.16.** Abide by BACW's business hours, and according to its convenience or need for any change, communicate the change to the CONTRACT MONITOR, with at least 24 (twenty four) hours in advance;
- 6.1.17.** Be responsible for any claims and financial burden that may arise from any law suits, or damage caused directly or indirectly by the CONTRACTED PARTY, and that may possibly be argued against BACW, by third parties;



6.1.18. Promptly communicate, in writing to BACW, any and all information related to any errors, mistakes or flaws found in the BASIC PROJECT;

6.1.19. Use of adequate equipment and tools, to allow for proper execution of the services, and utilize efficient and safe work methods;

6.2. The CONTRACTING PARTY shall be required to:

6.2.1. The CONTRACTING PARTY, through the assistance of the CONTRACT MONITOR, duly designated for that function, shall:

6.2.1.1. Appoint a RECEIVING COMMISSION (COMREC), through Internal document, to carry out receipt of the qualitative and quantitative object of the CONTRACT;

6.2.1.2. Provide all the conditions for the CONTRACTED PARTY to be able to perform its services in accordance with the provisions of the CONTRACT, the Invitation to Bid and its Annexes, and particularly the BASIC PROJECT;

6.2.1.3. Require compliance with all obligations assumed by the CONTRACTED PARTY in accordance with the provisions of the CONTRACT and the terms and conditions of its proposal;

6.2.1.4. Provide monitoring of services by an official specifically designated for that purpose, who shall record in his own log any flaws found;

6.2.1.5. Notify the CONTRACTED PARTY in writing of the occurrence of any irregularities during the performance of services, and establish a deadline for their correction;

6.2.1.6. Pay the CONTRACTED PARTY the amount due for the provision of services, as established in the CONTRACT through the receipt and acceptance of an INVOICE; and

6.2.1.7. See to it that, throughout the term of the CONTRACT, all conditions of eligibility and qualifications required in the bidding process are maintained, consistent with the obligations assumed by the CONTRACTED PARTY.

7. CLAUSE – DISCRIMINATION OF SERVICE

7.1. The CONTRACT shall be performed by the CONTRACTED PARTY as described herein and in the BASIC PROJECT, Annex A.

8. CLAUSE – AMOUNT OF THE CONTRACT

8.1. The maximum total amount of the CONTRACT is US\$ [AMOUNT], with the value of US\$ [AMOUNT] being initially provided through the Purchase Order nº [PO NUMBER], leaving US\$ [AMOUNT] remaining for the above mentioned Purchase Order.

8.2. The hourly rate of the contracted services shall be US\$ [AMOUNT], in accordance with PRICE PROPOSAL, Annex B of this CONTRACT.

8.3. This CONTRACT presents the estimate of **172 hours** of the contracted object.



8.3.1. The estimates in prospected demand included in this CONTRACT do not imply any obligation by the CONTRACTING PARTY.

9. CLAUSE - BUDGET ALLOCATION

9.1. The expenses derived from this contracting shall be drawn from the following budget classification: Action: **2000**, expenditure item **339039** or any other Programs or Actions which may provide funds to the contracted object.

10. CLAUSE - SUBCONTRACTING

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

10.1.1. Sub-contracting may be authorized by the BACW's Chief, through the CONTRACT MONITOR.

10.1.2. Sub-contracting limits to 40% (forty percent) of the contract amount.

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

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

11. CLAUSE - TERMS

11.1. Term of Validity

11.1.1. The Contract's period of validity shall be 12 (twelve) months, starting on the date of its Signature, including its performance time, acceptance time and term established for the final payment.

11.1.2. The validity may be extended by mutual agreement between the parties for an additional equal period of 12 months, if it is in the CONTRACTING PARTY's interest, up the overall limit of 60 months".

11.2. Term of Execution

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

11.3. Acceptance Timeframe

11.3.1. The services shall be definitively received by COMREC, through a final Acceptance Receipt, signed by the parties within 10 (ten) days of written notification by the CONTRACTED PARTY.

11.3.2. Final acceptance does not exclude civil responsibility for the reliability and safety of the service, or ethical/professional responsibility for the perfect performance of the contract.

11.4. Payment Processing Time



11.4.1. Payment processing time for Commercial Invoices shall not exceed 30 consecutive days, starting on the date on which the Acceptance Receipt is issued, signed by COMREC.

12. CLAUSE - FINANCIAL GUARANTEE

12.1. Presentation of financial guarantee is not required for this contracting.

13. CLAUSE - CHANGES TO THE CONTRACT

13.1. Pursuant to Article 65, § 1, of Law nº 8.666/93 (Brazil), a CONTRACTED PARTY is required to accept, under the same terms and conditions, any changes involving addition or subtraction the amount of the demand for the services, that may be necessary, at the discretion of BACW, up to the limit of twenty-five percent (25%) of the original total amount of the Contract.

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

13.1.2. The set of increases and the set of decreases shall be calculated based on the original shipments of, or services to be provided under, the Contract, on a case by case basis, without any sort of compensation up to the limits established above.

14. CLAUSE - PRICE ADJUSTMENT

14.1. All price installments may be adjusted, through a formal proposal from one of the Parties mentioned in the CONTRACT and only after 12 months have expired from the deadline for the submission of proposals referenced in this INVITATION FOR BID or from the last adjustment; however, adjustments must be preceded indicators/indices supporting the new, updated prices, and a cost table must also be submitted at this time.

14.2. In all adjustments following the first one, the annual term shall be counted from the last completed adjustment.

14.3. Adjustments shall be preceded by a request from the CONTRACTED PARTY, supported by an analytical demonstration for cost alteration, via the submission of a cost table and price formation, as well as the new agreement or collective stipulation on which the adjustment is based.

14.4. It is forbidden to include, at the time of adjustment, benefits which were not contemplated by the initial proposal, except when they become mandatory through the application of a legal document, normative sentence, collective agreement or collective stipulation.

14.5. At the time in which an adjustment is requested, it shall only be granted through negotiation between the parties, considering:

14.5.1. Normal Market prices and those applied in other contracts executed by the Administration;

14.5.2. The peculiarities of the contract in effect;

14.5.3. New agreement or collective stipulation of professional categories;

14.5.4. New table showing cost variation;



14.5.5. Sector indicators, manufacturer tables, official reference amounts, public tables or other equivalent amounts; and

14.5.6. The CONTRACTED PARTY'S budget availability.

14.6. The decision regarding the request for adjustment must be reached within a deadline of 60 (sixty) days, starting from the date on which proof of cost variation has been delivered.

14.7. In case of adjustment, an amendment to the existing contract shall be executed.

14.8. The term referenced in the above paragraph shall be suspended until the CONTRACTED PARTY fulfills its tasks or delivers the documentation requested by the CONTRACTED PARTY to prove cost variation.

14.9. The CONTRACTING PARTY may submit requests for clarification to verify cost variation claimed by the CONTRACTED PARTY.

14.10. The submission of an adjustment proposal by the CONTRACTED PARTY need not be accepted by the CONTRACTING PARTY, which may refuse the proposal.

14.11. Should the CONTRACTED PARTY not present duly justified indices, the maximum adjustment amount shall be, or equate to the variation in the CPI (Customer Price Index, issued by the Bureau of Labor Statistics – BLS – issued by the U.S. Bureau of Labor).

15. CLAUSE - PAYMENT

15.1. The deadline for payment shall be within thirty (30) calendar days from the date the term of receipt is issued by the Receipt Commission

15.2. An Invoice shall be issued by the CONTRACTED PARTY in accordance with the following procedures:

15.2.1. Payment shall only be made, after the appropriate official's "approval" of the Invoice provided by the CONTRACTED PARTY.

15.2.2. The "approval" of the Invoice is contingent upon verification of compliance of the Invoice submitted by the CONTRACTED PARTY with the services that were actually performed;

15.2.3. In the event of any mistake in submitting any of the documents required under the previous sub-items or of a situation that prevents fees from being paid, the payment shall remain pending until the CONTRACTED PARTY takes steps to remedy the situation. In this case, the deadline for payment shall take effect after it is verified that the situation has been solved, without any costs to the CONTRACTING PARTY.

15.3. Payment shall be made through a bank order of credit, deposit in a bank account, at the branch or bank agency indicated by the CONTRACTED PARTY, or through any other means provided for under the legislation in effect.

15.4. The date of payment shall be considered the date when the bank order of payment is actually made.

15.5. The CONTRACTED PARTY shall issue monthly invoices with the discrimination of services with at least what follows:

15.5.1. CONTRACT NUMBER (as result of this solicitation)

15.5.2. Invoice Unique Number;

15.5.3. List of performed services;



- 15.5.4.** Amount of billable hours for the performed services;
- 15.5.5.** Name of the attorney(s) that preformed the service(s);
- 15.5.6.** Total amount;
- 15.5.7.** Refundable services by the CONTRACTING PARTY.

16. MONITORING

- 16.1.** The MONITOR must be an agent or agents of the Administration, specifically appointed by the Administration.
- 16.2.** Monitoring of contractual fulfillment consists in verifying the conformity of the services and the allocation of the necessary resources.
- 16.3.** Verification of adequate contractual fulfillment must be performed based on the criteria established in the BASIC PROJECT and in accordance with contractual terms.
- 16.4.** Contractual performance must be monitored and inspected through oversight instruments including monitoring of the fulfillment of the obligations arising from this CONTRACT.
- 16.5.** The MONITOR shall note in his records all events related to the performance of the Contract.
- 16.6.** The monitoring of contractual performance carried out by the CONTRACTING PARTY does not eliminate the CONTRACTED PARTY'S responsibility, also before third parties, due to any irregularity, even if arising from technical imperfections, flaws or inadequate use of equipment, and when these incidents occur, they do not imply any responsibility by the CONTRACTING PARTY, its representatives or employees.
- 16.7.** For the purposes of this CONTRACT, events shall be considered unforeseeable or caused by force majeure if they fit to legal description provided in single paragraph of article 393 of the Brazilian Civil Code, or terms of line II, §1º, Art. 57 of Federal Law nº 8.666/93 (Brazil).
- 16.8.** The MONITOR should, additionally, abide by the following processes:
 - 16.8.1.** Monitor the development of all services requests issued to the CONTRACTED PARTY;
 - 16.8.2.** Submit for evaluation by the EXPENSE SUPERVISOR all proposals, questioning, discrepancies and difficulties encountered during contractual performance or those requiring approval and/or decision;
 - 16.8.3.** Receive INVOICES, compare them with the amounts established in the CONTRACT, certify them and forward them to the EXPENSE SUPERVISOR for approval;

17. CLAUSE - RECEIPT OF THE OBJECT

- 17.1.** The services that are the object of the CONTRACT shall be received by the Receiving Commission in accordance with the specifications set forth in the Basic Project, Annex I of this Bid Announcement.
- 17.2.** It is the responsibility of the RECEIVING COMMISSION to:
 - 17.2.1.** Ensure that the CONTRACTED PARTY will follow the description of all the services that are the object of the BASIC PROJECT;



17.2.2. Receive services or reject them according to the specifications set forth in the BASIC PROJECT, in up to ten (10) calendar days;

17.2.3. Once approved, the invoices are sent to BACW's Contract Department, and

17.2.4. All proposals, questions, discrepancies and difficulties encountered during the execution of the CONTRACT, or that require an evaluation shall be presented to the CONTRACT MONITOR for approval and/or a determination must be approved by the Chief of BACW.

18. CLAUSE - ACTS OF GOD OR FORCE MAJEURE

18.1. Unforeseeable events or force majeure events must be notified in writing to the Chief of the BACW, through the MONITOR, so that he may decide the appropriate course of action, provided it is proven that such events affect the services/materials provided in accordance with the OBJECT of the present CONTRACT.

18.2. For the purposes of the present CONTRACT, events shall be considered unforeseeable or force majeure, if they fit the legal description provided in the single paragraph of Art. 393 of the Brazilian Civil Code, or according to the terms of item II, §1º, Art. 57 of Law Nº 8.666/93.

19. CLAUSE - VIOLATIONS AND ADMINISTRATIVE SANCTIONS

19.1. For the application of administrative sanction the following must be taken into account: gravity of flaw, the relapse, damage caused to Public Interest, and loss to Administration.

19.2. Failure to fulfill CONTRACT in full or in part, or violation of any of the obligations contained in the CONTRACT and this INVITATION FOR BID, shall subject the CONTRACTED PARTY, without limiting CONTRACTED PARTY'S liability to other criminal and civil penalties, and to any and all other contractual damages and recourses available to the CONTRACTING PARTY under the CONTRACT or applicable law, ensuring due legal process, to the following penalties:

19.2.1. A Warning is an administrative sanction applied when the CONTRACTED PARTY infringes, for the first time, obligations connected to delay in contractual terms or submission of a commercial invoice with an inaccuracy, or due to non fulfillment of guidelines received from monitoring team within 48 (forty-eight) hours after notification by the MONITORING team. In order to enforce the Warning, a PAAI must be filed.

19.2.2. The Warning must not be proposed for relapse cases of the same kind as non fulfillment of contractual obligation.

19.2.3. The FINES referenced in item II, Art. 87 (fines caused by total or partial contract inexecution), of Law nº 8.666/93, may be defined and applied:

19.2.3.1. Due to total or partial inexecution of Contract OBJECT:

19.2.3.1.1. A fine may be applied due to partial inexecution of adjustment in the amount 0.2% (point two percent) of CONTRACT amount, should the CONTRACTED PARTY not fulfill any condition established in the CONTRACT; and

19.2.3.1.2. If the CONTRACTED PARTY causes termination of the contract, a fine shall be applied for total inexecution of contract in the



amount of 10% (ten percent) of updated CONTRACT amount, without excluding arrears or other sanctions addressed by Art. 87 da Lei nº 8.666/93.

19.3. Notwithstanding the interested party's right to a fair defense, within 5 (five) business days, the fine for total or partial inexecution of CONTRACT shall be applied, together with the administrative sanctions set forth in items I, III and IV, Art. 87, of Law Nº 8.666/93.

19.4. The BACW must inform the CONTRACTED PARTY of the value to be collected, after all administrative recourses have been exhausted, after guaranteeing the right to ample defense, while the CONTRACTING PARTY must detract the amount for expired installments.

19.4.1. If payment is not extinguished in the form described in previous items, subtraction of the fine due shall be encouraged, activating contractual guarantee.

19.5. After the actions set forth in previous items, in case the fine is still unpaid, the Disbursement Officer (main or deputy) of the BACW, when applicable, shall forward the Process to the National Treasury's Attorney-General's Office (PGFN), for analysis and registration of sanctioned company in the Union's Active Debt [registry] (DAU) and/or enable legal action, based on relevant amount.

19.6. Application of a fine does not exempt the CONTRACTED PARTY from compensating CONTRACTING PARTY for any and all damages, losses and casualties which it may have caused the Administration or CONTRACTING PARTY, nor does it exclude the possibility of applying other administrative penalties or fines.

19.7. The application of the fines set forth in the previous items may be appealed within 5 (five) business days.

19.8. Temporary suspension from participating in bids or debarment from contracting with the Administration shall be applied- within the COMAER's scope, with the following gradation:

19.8.1. For up to 30 (thirty) days:

19.8.1.1. Non fulfillment of scheduled deadline for taking corrective measures, upon application of warning sanction; and

19.8.1.2. In case of disruption of any action in the bid open session.

19.8.2. For up to 3 (three) months:

19.8.2.1. If the proposal is withdrawn, without the occurrence of an unforeseen event;

19.8.2.2. If it is claimed the prices offered cannot be honored;

19.8.2.3. If an appeal is submitted as an obvious delaying tactic.

19.8.3. For up to 6 (six) months:

19.8.3.1. If the winning bidder, summoned within his/her proposal's valid period, refuses to sign or accept the contract, or if he/she withdraws an equivalent instrument;

19.8.3.2. In the absence of contractual financial guarantee, in the terms of the INVITATION FOR BID;

19.8.3.3. In case of relapse in the practice of an illicit act, which may be sanctioned as per points "19.8.1" and "19.8.2" of this item during a timeframe shorter than 24 (twenty-four) months;

19.8.3.4. In the application of a second administrative sanction to this contract;



19.8.3.5. In the application of two administrative warning sanctions and one fine, within the COMAER's scope, within a 12 (twelve) month timeframe, during which time the supplier has not taken corrective measures in the terms prescribed by the Administration; and

19.8.3.6. In the application of two administrative fine sanctions within the COMAER's scope, within a 12 (twelve) month period, during which time the supplier has not taken the corrective measures prescribed by the Administration;

19.8.4. For up to 12 (twelve) months:

19.8.4.1. When the CONTRACTED PARTY unduly delays service performance, resulting in contract rescission;

19.8.4.2. When the CONTRACTED PARTY does not extinguish/pay the fine within the deadline, in the situations in which it is not possible to detract its amount from the warranty or from the credit resulting from completed installments; and

19.8.4.3. In case of relapse in non-fulfillment subject to sanctions as per point "19.8.3", during a timeframe shorter than 36 (thirty-six) months;

19.8.5. For up to 24 (twenty-four) months:

19.8.5.1. In case an illicit act is committed, for the purpose of impeding Bid fruition; such as a the creation of a cartel or collusion;

19.8.5.2. If "fraudulent", "adulterated", "fake" or "falsified" documents are submitted;

19.8.5.3. In case of "false testimony";

19.8.5.4. If case of final sentencing of an illicit act of fiscal fraud in the collection of taxes related to the contract;

19.8.5.5. If services are interrupted without a valid cause and without prior notification to the Administration;

19.8.5.6. If "falsified" or "adulterated" material is delivered and tricks are used to deceive the Administration;

19.8.5.7. If the contract is not fulfilled, causing serious damages to the Administration; and

19.8.5.8. In case of relapse in non-fulfillment subject to sanction in accordance with point "19.8.4", over a timeframe shorter than 48 (forty-eight) months.

19.9. For the purposes of the terms set forth in this INVITATION FOR BID, as regards application of an administrative sanction temporarily suspending company from participating in bids, and entering into a contract with the Administration, the term "Administration" should be interpreted as COMAER.

19.10. Failure to fulfill the contract shall be characterized as not rendering the service in accordance with the technical specifications contained in this INVITATION FOR BID.

19.11. Inappropriate behavior shall be characterized as any intentional conduct aiming to trick or corrupt the Administration, or any of its employees, for the purpose of obtaining undue advantage.

19.12. The Formal Internal Administrative Process [PAAI] issuing the Certificate of Unfitness shall be forwarded to the State Minister of Defense, through the appropriate chain of command after an opinion is issued by COJAER, given the State Minister's exclusive competence to apply the sanction. The sanction shall be applied in any of the situations below:



19.12.1. If the company or professional have been definitively sentenced for illicitly committing fiscal fraud in collecting any taxes;

19.12.2. If the company or professional committed an illicit act for the purpose of preventing Bid fruition;

19.12.3. If the Administration should find that the company or professional are not qualified to enter into a contract due to illicit acts committed; or

19.12.4. If proof of fraud is ascertained, by the Union's Court of Auditors in the bidding.

19.13. The criteria for a Certificate of Unfitness, which may not exceed a 5 (five) year timeline, in accordance with the legislation in effect, shall be remitted to COJAER, for further forwarding to the State Minister of Defense. Rehabilitation for this sanction may be requested by the interested party after 2 (two) years have lapsed from its application.

19.14. In the document containing the Certificate of Unfitness, a recommendation shall be made for the sanction, which must show, in the respective PAAI, the amount to be reimbursed for the purpose of rehabilitation, with due legal increments and possible obligations.

20. CLAUSE – LINKAGE

20.1. This Contract is hereby linked to Invitation to Bid nº **180653/CABW/2018**, and the Commercial Proposal of the CONTRACTED PARTY, submitted by company [COMPANY'S NAME] to BACW.

21. CLAUSE – TERMINATION

21.1. Pursuant to the provisions of Article 78 of Lei nº 8,666/93 (Brazil), the following are causes for terminating this Contract:

21.1.1. Failure to comply with CONTRACT clauses, specifications, projects and deadlines;

21.1.2. Inappropriate compliance with CONTRACT clauses, specifications, projects and deadlines;

21.1.3. Slowness in its compliance which may lead the CONTRACTING PARTY to find it impossible to complete the services within the established deadlines;

21.1.4. Unjustifiable delay in initiating service;

21.1.5. Stoppage in the service, without cause, and without providing previous notice to the CONTRACTING PARTY;

21.1.6. Failure to comply with orders from the authority designated to follow up and supervise the performance of services, or higher authorities;

21.1.7. Repeatedly making errors in the performance of services, duly recorded pursuant to § 1 of Article 67 of Law nº 8,666/93 (Brazil);

21.1.8. Bankruptcy;

21.1.9. Dissolution of company or death of the CONTRACTED PARTY;

21.1.10. Corporate change or alteration of purpose or business of the CONTRACTED PARTY that hinders the performance of the CONTRACT;

21.1.11. Reasons of public interest (Brazil) that are of high importance, broadly publicized, justified and ordered by a higher executive authority with jurisdiction over CONTRACTING PARTY, based on an administrative case referred to in the CONTRACT;



- 21.1.12.** Suspension of service, through a written order of the CONTRACTING PARTY, for more than one hundred twenty (120) days, in the event of a disasters, domestic disturbances or war, or also repeated suspensions that add up to 120 days. In addition to the required payment of indemnification to the CONTRACTED PARTY, it is also entitled in these cases to suspend complying with its obligations until normalcy is achieved;
- 21.1.13.** A delay for more than ninety (90) days in making payments due by the CONTRACTING PARTY, for services, supply and work already received and performed, except in the event of a disasters, domestic disturbances or war. The CONTRACTED PARTY shall be entitled to suspend compliance with its obligations until normalcy is achieved;
- 21.1.14.** Failure of the CONTRACTING PARTY to release the object for the performance of services within the established deadlines;
- 21.1.15.** Acts of God or force majeure that prevents performance of the CONTRACT, which is to be duly demonstrated;
- 21.1.16.** Violation of the provisions of items V of Article 27 of Law nº 8,666/93 (Brazil), notwithstanding the applicable criminal sanctions.
- 21.2.** Termination will be formally recorded under the law, with the right of due process and ample defense ensured.
- 21.3.** Termination of this CONTRACT may be:
- 21.3.1.** Decided unilaterally and in writing by the CONTRACTING PARTY in the event listed under in items **21.1.1 to 21.1.12, and 21.1.16**, of this CLAUSE;
 - 21.3.2.** Agreeable, through an agreement between the parties, entered as an addendum in the process, provided it is convenient to the CONTRACTING PARTY; and
 - 21.3.3.** Judicially, pursuant to applicable legislation.
- 21.4.** The CONTRACTED PARTY shall be compensated for losses incurred, provided these can be demonstrated, due to CONTRACT rescission, based on items **21.1.12, 21.1.13, 21.1.14 and 21.1.15** in accordance with this clause, with a right to:
- 21.4.1.** Return financial guarantee;
 - 21.4.2.** Payments owed for CONTRACT performance until the date of rescission; and
 - 21.4.3.** Payment of mobilization cost.
- 21.5.** An amicable or administrative rescission must be preceded by a written authorization, with due legal foundation, issued by the competent authority.
- 21.6.** The rescission of the CONTRACT due to non-compliance with contractual clauses may result in imposition of fines, penalties and/or damages as provided herein. A credit associated with the CONTRACT shall be retained up to the limit of the losses caused to the CONTRACTING PARTY, in addition to the sanctions set forth of this CONTRACT.
- 21.7.** The Rescission document must include:
- 21.7.1.** Evaluation of contractual services rendered and those which were completed in full;
 - 21.7.2.** List of payments completed and payments owed; and
 - 21.7.3.** Indemnifications and fines.



22. CLAUSE – JURISDICTION AND CHOICE OF LAW

22.1. This Contract shall be construed and interpreted in accordance with the **principles** of Brazilian Law Nº 8,666/93, and shall be governed by and enforced in accordance with the laws of the District of Columbia, including the Uniform Commercial Code as adopted in the District of Columbia, without regard to any choice of law or conflict of laws doctrines that might otherwise be applied. The UN Convention on Contracts for the International Sale of Goods shall have no application to this Contract.

22.2. The parties hereto agree to make a diligent, good-faith attempt to amicably resolve all disputes before either party commences litigation pursuant to **Clause 21** of this Contract.

22.3. Any dispute or claim arising out of or relating to this Contract, with a breach thereof, shall be submitted to the District of Columbia Superior Court or the United States District Court for the District of Columbia, to the exclusive jurisdiction of which the parties hereby irrevocably submit.

23. CLAUSE - CONFIDENTIALLY OF INFORMATION

23.1. Except when permitted in the terms of the *Rules of Professional Conduct: Rule 1.6--Confidentiality of Information* (<https://www.dcbar.org/bar-resources/legal-ethics/amended-rules/rule1-06.cfm>) the CONTRACTED PARTY shall not knowingly:

23.1.1. Revel a confidence or secret of the CONTRACTED PARTY;

23.1.2. Use a confidence or secret of the CONTRACTING PARTY to the disadvantage of the CONTRACTING PARTY;

23.1.3. Use a confidence or secret of the CONTRACTING PARTY for the advantage of the CONTRACTED PARTY or of a third person.

23.2. “Confidence” refers to information protected by the privileges of the relationship in between CONTRACTING PARTY and CONTRACTED PARTY in the terms of this Basic Project and the Contract, and “Secret” refers to other information gained in the professional relationship that the CONTRACTING PARTY has requested be held inviolate, or the disclosure of which would be embarrassing, or would be likely to be detrimental to the CONTRACTING PARTY.

24. CLAUSE – CORRESPONDENCE AND NOTIFICATION

24.1. All correspondence, reports and notifications arising from the execution of this CONTRACT shall be made in writing and shall only be considered to be received by the CONTRACTING PARTY and the CONTRACTED PARTY, if delivered to the addresses indicated below by one party to the other party or to any other addresses that may be communicated by the PARTIES, throughout the term of this Contract.

CONTRACTING PARTY:

BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON

Attn: Contract Department

1701 22nd Street NW, Washington, D.C. 20008 - USA

Phone: 202/518-7359

Fax: 202/483-4684

E-mail: con@cabw.org



CONTRACTED PARTY:

Name of the CONTRACTED PARTY
Attn: Mr. /Mrs. Name of Legal representative
ADDRESS
ADDRESS
Phone:
Fax
E-mail:

25. CLAUSE – NUMBER OF THE COPIES

25.1. It is hereby agreed that this CONTRACT shall be issued in two (2) originals, with same content and form, as follows:

25.1.1. (One) original for the CONTRACTING PARTY; and

25.1.2. (One) original for the CONTRACTED PARTY.

25.2. In witness whereof, the parties have executed this CONTRACT in two (2) equal counterparts, of equal content, in the presence of the witnesses subscribed below.

Washington DC, **[DATE] of [MONTH] of [YEAR].**

For the CONTRACTING PARTY:

DRAFT/MINUTA
Chief of BACW

For the CONTRACTED PARTY:

NAME

CONTRACTING PARTY’S WITNESSES:

DRAFT/MINUTA
Chief of Fiscal Division

DRAFT/MINUTA
Head of Bidding and Contracts Division

CONTRACTED PARTY’S WITNESSES:

NOME:ID n°



ANEXO A

PROJETO BÁSICO



ANEXO B

PROPOSTA DE PREÇO



ANNEX C
DELIVERY AND PAYMENT SCHEDULE

PHASE	DESCRIPTION	AMOUNT (USD)	PERFORMED	PAYMENT
1	PHASE 1 - Performance of contracted services	Unit Price x 15 hours	Service Order + 30 days	Service Order + 60 days
2	PHASE 2 - Performance of contracted services	Unit Price x 15 hours	Service Order + 60 days	Service Order + 90 days
3	PHASE 3 - Performance of contracted services	Unit Price x 15 hours	Service Order + 90 days	Service Order + 120 days
4	PHASE 4 - Performance of contracted services	Unit Price x 15 hours	Service Order + 120 days	Service Order + 150 days
5	PHASE 5 - Performance of contracted services	Unit Price x 14 hours	Service Order + 150 days	Service Order + 180 days
6	PHASE 6 - Performance of contracted services	Unit Price x 14 hours	Service Order + 180 days	Service Order + 210 days
7	PHASE 7 - Performance of contracted services	Unit Price x 14 hours	Service Order + 210 days	Service Order + 240 days
8	PHASE 8 - Performance of contracted services	Unit Price x 14 hours	Service Order + 240 days	Service Order + 270 days
9	PHASE 9 - Performance of contracted services	Unit Price x 14 hours	Service Order + 270 days	Service Order + 300 days
10	PHASE 10 - Performance of contracted services	Unit Price x 14 hours	Service Order + 300 days	Service Order + 330 days
11	PHASE 11 - Performance of contracted services	Unit Price x 14 hours	Service Order + 330 days	Service Order + 365 days
12	PHASE 12 - Performance of contracted services	Unit Price x 14 hours	Service Order + 365 days	Service Order + 365 days
TOTAL		Unit Price x 172 hours		



Accreditation Form – Attachment IV

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

PAGE 1 of 1

For BACW use only	Date	Receipt
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Part 1 Identification

Company's name

Complete Company's Address

Representative Name

Last Name:

Given Name:

Middle Name:

Identification Number

E-mail Address

Phone Number

Part 2 Authentication

Representative printed name

Representative signature

Date of signing