

BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON D.C.



**INVITATION FOR BID 191442/CABW/2019
PAG CABW 67102.191442/2019-05**



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No Imp NAZARENO CORREIA PEREGRINO Lt Col
BACW's Chief of Internal Control

ALESSANDRO JOSE MACHADO Lt Col



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

INVITATION FOR BID 191442/CABW/2019
 PAG CABW 67102.191442/2019-05

Approved on: April 9, 2019


 No Imp LEONARDO GUEDES Col
 BACW'S Chief

ALEXANDER SANTOPIETRO DE SOUSA Col

Legal basis. The Brazilian Federal Government, through the Brazilian Aeronautical Commission in Washington (BACW), announces to whom it may concern, that at the date, time and place shown below, it will hold a Bidding Process based on the indirect execution, for the performance of services, under the Unit Price regime, of the **lowest unit price**, in accordance with this Invitation For Bid and its Annexes. The bidding process will follow the principles of Law N° 8.666/93 (Brazil), and its related legislation, in addition to the recommendations contained in the item 7.1.2 of MCA 176-1 from December 6, 2017, from Secretary of Economy and Finance (SEFA), and the Official Letter n° 051/SEFA/1358 from September 29, 1998 and N° 213/SUAUD/3368, dated September 20, 2011, from SEFA, as well as other requirements set forth in this Bid announcement and its Annexes. In addition, proposals submitted to the BACW will be interpreted, evaluated and ranked in accordance with the principles contained in Articles 3 and 123 of Law N° 8,666 of 06/21/1993, pertaining to legality, fairness, morality, equality and transparency.

| | | | |
|--|---|--------------------------------|----------------|
| Date of Delivery and Opening of Envelopes: | | April 16, 2019 9:00 a.m. (EST) | |
| Hours: | 09:00 a.m. (U.S. Eastern Standard Time) | | |
| Address: | 1701 22nd St. N.W. Washington, D.C., 20008 | Telephone: | (202) 483-4031 |
| | | Fax: | (202) 483-4684 |
| | | Email: | con@cabw.org |
| Accreditation: | April 16, 2019 9:00 a.m. (EST) | | |
| Hours: | 09:00 a.m. (U.S. Eastern Time) | | |

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 BACW's Chief of Internal Control

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1. DEFINITIONS

1.1. In order to facilitate comprehension of terminology and simplify the composition of the text, the following abbreviations and phrases were adopted, with the meanings provided herein:

- 1.1.1. ANAC-National Civil Aviation Agency, Brazilian Aeronautical Authority.
- 1.1.2. BACW-Brazilian Aeronautical Commission in Washington-DC (CABW);
- 1.1.3. CELOG-Aeronautical Logistic Center
- 1.1.4. COMAER-Aeronautical Command;
- 1.1.5. COMPREP-Aeronautical Prepare Command
- 1.1.6. COMREC-Goods and Services Receipt Commission, comprised of at least three members who, through the Contracting Management Unit, representing the Aeronautical Command before the CONTRACTED PARTY.
- 1.1.7. CONTRACTED PARTY- Winning Bidder in the Bidding Process, after issue of ratification (“Homologation”) and Bid Award (“Adjudication”);
- 1.1.8. CONTRACTING PARTY- The Brazilian Federal Union-Aeronautical Command, represented by the Brazilian Aeronautical Commission in Washington D.C.
- 1.1.9. CONTRACT - The agreement which the Public Administration (CONTRACTING PARTY), acting in this capacity, signs with other Administrative Body (CONTRACTED PARTY), for the purpose of contracting the aeronautical services contemplated here under the conditions established by the Public Administration itself. Within the scope of this document, it is referred to the future contract to be signed between the CONTRACTING PARTY and the CONTRACTED PARTY;
- 1.1.10. DOU- Official Gazette;
- 1.1.11. FAB- Brazilian Air Force;
- 1.1.12. MONITOR – Administration Agent especially appointed as its representative to monitor and oversee Contract performance, whereby the sub-contracting of third parties is permitted to assist and provide information pertaining to its duties in the situations in which his technical knowledge is not sufficient to perform them;
- 1.1.13. ICA 65-8 - Aeronautical Command Normative regarding the attributions of the Contract Monitor and COMREC;
- 1.1.14. INVOICE or COMMERCIAL INVOICE - Document equivalent to a bill of sale or trade bill which, in foreign countries, is supplied with the purchased material or services rendered, showing material specifications or services description;
- 1.1.15. Brazilian Law Nº 8.666: Law dated June 21, 1993, governing art. 37, Line XXI, of the Federal Constitution [of Brazil], establishes rules for the Public Administration’s solicitations and contracts, and provides other guidelines. It establishes general rules or norms on administrative contracts and solicitations relating to projects, services, including advertising, purchases, divestments and rentals within the scope of the Powers of the Union, its States, Federal District and Municipalities;
- 1.1.16. BIDDER- Company submitting a Proposal in the Bidding Process;
- 1.1.17. PAAI- Formal internal administrative process consisting in the log of all verification inquiries into administrative events, which are necessary to clarify and review judgments of the Competent Authority, allowing due process, and possibly culminating in the application of the administrative sanctions established by Law;

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1.1.18. PO- PURCHASE ORDER - It is a foreign Purchase Order, equivalent to a Funds Allocation Bill or proceeds allocation document in Brazil. It serves as a guarantee that there is sufficient funds to liquidate the commitment undertaken; it is the first step of a public budget expenditure;

2. OBJECT

2.1. Contracting of flight simulator training hours with availability exclusively to the COMAER pilots, in the LEARJET 35 aircraft, aiming to fulfill the COMAER needs in accordance with the Technical Specifications (Annex A), in accordance with terms, quantities, and other requirements of the Basic Project, Annex I of this Invitation for Bid.

| Military Organization | Training Hours | QTD of Pilots | Aircraft | Category | Type |
|-----------------------|----------------|---------------|------------|----------|------|
| COMPREP | 132 | 15 | LEARJET 35 | C | DRY |
| COMPREP | IOS COURSE | 8 | LEARJET 35 | | |

2.2. It is important to mention that the training type “DRY”, exposed thereafter and at the Technical Specification (ANNEX A), means that the CONTRACTED PARTY shall rent the hours in flight simulator device, since the Brazilian Air Force (BAF) will use its own instructor’s crew.

2.3. The flight simulator shall be accredited by ANAC (Brazilian Civil Aviation Agency), with qualification system for Flight Simulator Training Devices (FSTD), which has the objective to assure its characteristics of performance and realism as well as to classify in existing categories. The FSTD qualification is an activity based in technical norms issued by the civil aviation agencies, in which establish objective and subjective parameters of quality and realism. Only devices with certification issued by ANAC shall be used in order to accumulate credits of flight hours in pilots training, in accordance with the RBAC 61 (Brazilian Civil Aviation Regulation).

2.4. In order to assure the homologation by ANAC, the BIDDER may verify its compliance by means of the ANAC website: <https://www.anac.gov.br/assuntos/setor-regulado/empresas/simuladores-de-voos-fstd/arquivos/Simulador.xls>

2.4. The FSTD can be approved as a means of training in an Operational Training Program for an Air Operator (RBAC 121 or RBAC 135), Training Center (RBHA 142) or in an Instruction Program of a Civil Aviation School (RBHA 141). In the COMAER’s case, the FSTDs are used for trainings foreseen in the Instruction and Operational Maintenance Program in the subordinated air military unities

2.5. It is noted that the services related to this BASIC PROJECT 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.

2.6. For all intents and purposes, this INVITATION FOR BID includes the following ANNEXs:

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

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3.7. The services referenced in this INVITATION FOR BID must be provided through a indirect execution Regime, based on **Unit Price** with the judging criterial of lowest price.

3. PARTICIPATION REQUIREMENTS

3.1. Interested companies, registered with the BACW, or not, operating in the field contemplated by this Bidding Process, may participate in the bidding process, in accordance with its founding document.

3.2. Companies that are subject to the conditions listed below may not participate in this bidding process:

3.2.1. Bankruptcy, judicial reorganization or extra-judiciary reorganization;

3.2.2. Company dissolution or liquidation;

3.2.3. Suspension from participating in bids with the Brazilian Government, or companies with a contractual failure record with the BACW within the past 03 (three) months;

3.2.4. Suspension from participating in bids with the Brazilian Federal Government; and

3.2.5. Declaration of unfitness to enter into an agreement with the Public Administration (Brazil);

3.2.6. Companies participating in a Consortium or Joint Venture while also participating separately in a bid, or companies controlling- or controlled by another entity participating in a bidding process.

4. QUALIFICATION/ACCREDITATION

4.1. The bidder, or its legal representative must provide personal identification before the BIDDING COMMISSION (CPL) on the date, and at the time and place shown in the Preamble of this INVITATION FOR BID for the purpose of recording all participants in this bidding process, with photo ID or other identification document issued by the government or state, in conjunction with a power-of-attorney signed by the participating company representative, ensuring full powers to express opinions during the procedure (this document must be available outside of the envelopes containing qualification documents and price proposals).

4.1.1. Failure to submit any registration documents, or improper document submission, does not prevent bidder participation. However, it will prevent the representative from speaking on behalf of the Bidder

4.2. The Bidder representative may be any individual accredited based on the company's certificate of incorporation, public and private power-of-attorney verified by a notary, or other equivalent document.

4.2.1. The Bidder representative's authority to represent the bidder before third parties must be stated in the company documents or its certificate of sole proprietorship.

4.2.2. The power-of-attorney must describe all necessary attributions enabling the representative to submit a proposal and perform all actions related to the bidding process; it must be presented with company documents or founder's certificate of ownership.

4.3. Each registered representative may represent only 1 (one) bidder

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5. ENVELOPES COM DOCUMENTOS DE QUALIFICAÇÃO E PROPOSTAS DE PREÇOS

5.1. Each bidder must submit 2 (two) envelopes, the 1st (first) containing Qualification Documents and the 2nd (second) containing the Price Proposal

5.2. The sets of documents pertaining to qualification, technical proposal and price proposals shall be delivered separately, in sealed envelopes, which will be initialed on the tab and identified with the bidder's name

5.3. Bidders are encouraged to use the label template below to mark and identify their envelopes.

ENVELOPE Nº 01 – QUALIFICATION

BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON
INVITATION FOR BID Nº 191442/CABW/2019
COMPANY NAME

ENVELOPE Nº 02 – PRICE PROPOSAL

BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON
INVITATION FOR BID Nº 191442/CABW/2019
COMPANY NAME

5.4. The ENVELOPE Nº 01 - QUALIFICATION, ENVELOPE No. 02 – PRICE PROPOSAL must mandatorily be placed inside a larger envelope, which must be addressed to the BIDDING COMMISSION. The name and address of the bidder must be shown in the upper-left hand corner of the envelope, and include the Bidding Number, as well as the time and place of the Open Session for the Bidding process, per the following template:

C/O OF BIDDING COMMISSION – BID # 191442/CABW/2019
BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON
1701 22nd Street N.W. Washington, DC 20008
SESSION OF **April 16, 2019 9:00 a.m. (EST)**
(US Standard Eastern Time)

5.4.1. The envelope may be delivered by mail or other similar shipping service, with tracking and delivery confirmation. The envelope must be delivered in time for open session at 09:00 a.m. (Eastern Standard Time) of **April 16, 2019 9:00 a.m. (EST)**

5.4.2. Prior to the time of the Open Session, Bidders are encouraged to notify its envelopes' tracking numbers to the BIDDING COMMISSION by email.

5.4.3. Late envelopes addressed to the BIDDING COMMISSION, delayed by delivery problems or improper identification, shall not be taken into consideration.

5.4.4. The BACW does not accept responsibility for mistakes caused by improper envelope identification.

5.4.5. If the envelope is sent by Mail, the bidder must include the INVITATION FOR BID Number on the outside of the envelope, so that the package may be identified when it arrives at the BACW. (Please note: some mailing services allow the bidding number to be included in

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the REFERENCE field).

5.4.6. Envelopes may also be delivered in person to the BIDDING COMMISSION at the beginning of the open session.

6. QUALIFICATION (ENVELOPE # 01)

6.1. The qualification envelope must show the Bidder's legal representative identification data, as per ACCREDITATION FORM TEMPLATE, ANNEX II.

6.2. All documentation for ENVELOPE No. 1 must be submitted in **ENGLISH**. Documents issued in a language other than English, must be submitted along with a certified and notarized translation.

6.3. On the **ACCREDITATION FORM**, the Bidder must include the following, at the very least:

6.3.1. Bidder's Business Name;

6.3.2. Bidder's Full Address;

6.3.3. Bidder Representative's Full Name;

6.3.4. Legal Representative must possess Power-of-Attorney, in accordance with this INVITATION FOR BID;

6.3.5. 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).

6.3.6. Legal representative's email address.

6.4. Bidders must also submit QUALIFICATION ENVELOPES for their **Legal Qualification**:

6.4.1. Present proof of **Federal Tax identification number** (e.g. national registry of legal entities (CNPJ), Federal Identification Number (FEIN), Tax ID Number (TIN).

6.4.2. 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.

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

6.4.4. For Brazilian companies, the documents referenced in the above sub-items 6.4.1, 6.4.2 and 6.4.3 may be replaced by **SICAF (Brazilian Unified Suppliers Registration System)** with valid dates, or alternatively the documents prescribed in articles 27 through 32 of Law 8.666/93.

6.5. Bidders must also present the following documents in a QUALIFICATION ENVELOPE, for the purpose of **Technical Qualification**:

6.6. It is necessary that the version of the simulator incorporates the **autopilot system FC-530**.

6.7. **The flight simulator shall be accredited by ANAC (Brazilian Civil Aviation Agency)**, with qualification system for Flight Simulator Training Devices (FSTD), which has the objective to assure its characteristics of performance and realism as well as to classify in existing categories. The FSTD qualification is an activity based in technical norms issued by the civil aviation agencies, in which establish objective and subjective parameters of quality and realism. Only devices with certification issued by ANAC shall be used in order to accumulate credits of flight hours in pilots training, in accordance with the RBAC 61 (Brazilian Civil Aviation Regulation).

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6.7.1. In order to assure the homologation by ANAC, the BIDDER may verify its compliance by means of the ANAC website: <https://www.anac.gov.br/assuntos/setor-regulado/empresas/simuladores-de-voe-fstd/arquivos/Simulador.xls>

6.8. All pages that belong to the ENVELOPE 1 – QUALIFICATIONS shall be numbered and initialed by the legal representatives legally accredited without any erasures or corrections.

6.9. Considering the complexity of the services to be rendered, the BIDDING COMMISSION may forward the qualification documents to the Aeronautical Prepare Command (COMPREP) for the purposes of obtaining a conclusive technical opinion regarding the qualification of the Bidders participating in this Bidding Process.

6.10. The required certificates or statements must be valid if an expiration date applies.

6.11. Proof that the required documents have been submitted shall not be accepted in replacement of the documents required in this INVITATION FOR BID and its ANNEXES.

7. PRICE PROPOSAL (ENVELOPE # 02)

7.1. The proposal, which must be typed and written in **ENGLISH, and presented in US dollars**, must be clear, without corrections and erasures, duly dated and signed, with all its pages initialed by the bidder representative, **in accordance with Annex IV – PRICE PROPOSAL.**

7.2. Prices offered must include all expenses associated with supplying the product, directly or indirectly, **including but not limited to:** all costs such as fees and/or taxes in accordance with the BASIC PROJECT PLAN, social contributions, expenses, insurance, workers compensation, civil responsibility insurance, labor, social security, fiscal, administrative fees, equipment, materials and any and all other costs or fees associated with the execution of the object of the CONTRACT, as per the INVITATION FOR BID and its ANNEXES.

7.3. The information supplied by the bidder must reflect all costs.

7.4. Costs identified as financing or other unspecified terms shall not be accepted in the Price Proposal.

7.5. Tax rates identified by the BIDDER may not exceed the limits established by the applicable fiscal legislation.

7.6. Proposal validity may not be inferior to **60 (sixty) days** starting on the date on which Price Proposals are opened.

7.7. Under no circumstance must the content of the proposals be modified, with regard to prices, or any other terms or conditions implying a change to the original proposal. Exceptions are permitted when the modifications are formal in nature, aiming to resolve immaterial errors, without substantially altering the content or referenced terms and conditions, and provided that they do not adversely affect other bidders.

7.7.1. The above modifications must be submitted to the Bidding Commission for review.

7.7.2. The Bidding Commission may proceed to correct the highlighted errors, or may require that the Bidder submit a corrected proposal.

7.8. No complaints regarding proposals shall be accepted after entry into the meeting minutes for the Bid. After the qualification phase, withdrawal of proposals will not be permitted, unless due to unforeseeable facts accepted as such by the Commission.

7.9. The Price Proposal shall be evaluated to obtain the **lowest price.**

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8. ESTIMATED BUDGET

8.1. The estimated budget for the object of this INVITATION FOR BID shall be **USD 83,120.00 (eighty-three thousand, one hundred twenty U.S. dollars)**.

8.2. Total estimated amount is based on the estimated amounts registered in the Bid File (PAG).

9. PROCEDURE FOR OPENING ENVELOPES

9.1. The proposal judgment, once all conditions and technical specifications established in this INVITATION FOR BID are met, shall be processed based on **lowest unit price**.

9.2. At the time, date and place indicated in this INVITATION FOR BID, in an open session, in the presence of all bidders, the Bidding Commission shall receive sealed envelopes (item 6.4), containing **Envelopes n.º 01 e n.º 02** and start the Bidding Process.

9.2.1. Anyone may be present at these public sessions, but only bidders and their accredited representatives may participate in the meeting, interacting with the Bidding Commission.

9.3. Once the deadline for submitting documents has expired, no other documents shall be accepted, or further addenda or clarification concerning the qualification documentation, the technical proposal or price proposal submitted.

9.4. **After identifying the Bidders, the Bidding Commission shall proceed to open Envelopes nº 01 - QUALIFICATION.**

9.4.1. The content of the envelopes must be initialed by members of the Bidding Commission and by all present Bidder's representatives.

9.5. Bidder qualification shall be verified, in accordance with the terms of this INVITATION FOR BID.

9.5.1. Should the Bidding Commission deem it necessary, it may postpone the public session, for the purpose of analyzing the documents submitted by the bidders, at which time it must inform all bidders of the time and place of the new meeting.

9.5.1.1. Taking into account the complexity of the services to be provided, the BIDDING COMMISSION may submit to **COMPREP** the documents pertaining to qualification for the purpose of receiving a definitive technical opinion regarding the qualification of participating bidders.

9.5.2. Considering the situation described in the above item, if the Bidding Commission deems it necessary, it may postpone the open session, for the purpose of analyzing the documents submitted by the bidders, at which time it must inform the bidders of the time and place for the new meeting; all initialed qualification documents, as well as Envelopes 2- Price Proposals with the initials of all members of the Bidding Commission and all present Bidders, shall be kept by the Bidding Commission until completion of the qualification phase.

9.6. Disqualified bidders shall have their Envelopes nº 2 returned still sealed, after the legal timeframe for appeals has expired without the submission of any appeals, or their removal shall be subject to an adverse decision further to their appeal.

9.7. After analyzing qualification documents, a timeframe of 2 (two) business days shall be granted to the bidders for the submission of possible appeals. After that, a new date for the opening of the technical proposals shall be announced.

9.7.1. In exceptional circumstances, the opening of the technical proposals may occur

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during the same meeting, in the following cases:

9.7.1.1. All Bidders are present and waive their right to appeal.

9.7.1.2. Should the Bidding Commission consult the candidates who are not present at the meeting, and they waive their right to appeal.

9.8. If any other bidder does not waive the right to appeal during the qualification phase, Envelope nº 2 - Price Proposal, shall be initialed and stored in a safe place until the date set for their opening.

9.9. After completing the qualification phase and opening all proposals, bidders may not be disqualified for any reason associated with this phase, except until after the classification of proposals.

9.10. After the qualification phase, the Bidding Commission shall proceed to open Envelopes nº 02 – PRICE PROPOSAL.

9.10.1. The content of the envelopes must be initialed by all members of the Bidding Commission and by all present Bidder representatives.

9.11. The Bidders' PRICE PROPOSALS shall be verified, in accordance with the terms of this INVITATION FOR BID.

9.11.1. Should the Bidding Commission deem it necessary, it may postpone the open session, for the purpose of analyzing the documents submitted by the bidders, at which time it must inform all bidders of the time and place set for the new meeting.

9.11.2. Taking into account the complexity of the services to be provided, the BIDDING COMMISSION may submit to **COMPREP** technical department the documents associated with the PRICE PROPOSAL, for the purposes of obtaining a definitive technical opinion regarding the price proposals received from the participating Bidders.

9.11.3. Considering the situation described in the above item, if the Bidding Commission should deem it necessary, it may postpone the open session, for the purposes of analyzing the documents submitted by the bidders, at which time it must inform all bidders of the time and place set for the new meeting. The Bidding Commission shall keep all price proposals documents, which have already been initialed, until completion of the proposal phase.

9.12. The Bidders' Price Proposals of the QUALIFIED bidders shall be ranked in accordance with the requirements of this INVITATION FOR BID.

9.13. If all participants are disqualified with regard to their qualification documents, or if all technical and/or price proposals are disqualified, the Bidding Commission may grant a 3 (three) business day period for the submission of new documentation or proposals to the Bidding Commission.

9.14. During all open sessions, Meeting Minutes shall be prepared and signed by the members of the Commission and by the legal representatives of the present Bidders.

9.15. 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.

10. QUALIFICATION DOCUMENTS REVIEW

10.1. Bidders shall be disqualified if:

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10.1.1. They submit documents required by this INVITATION FOR BID which are already expired and/or have not been properly updated and/or do not comply with the requirements of this INVITATION FOR BID.

10.1.2. They include the Price Proposal in Envelope nº 01.

10.2. Bidders shall be informed of their qualification or disqualification through publication on the BACW website, as well as through submission of the Meeting Minutes for the Open Session through the accredited legal representative's. If the Bidder, or its representative, participates at the open session in which the decision was taken, such notification shall be made directly to the Bidder, or its representative, and recorded in the Meeting Minutes.

11. PRICE PROPOSAL REVIEW

11.1. The criteria for reviewing price proposals shall be the **lowest price**.

11.2. A Proposals shall be DISQUALIFIED if:

11.2.1. It does not comply with item 7 of this INVITATION FOR BID;

11.2.2. If the proposal is flawed or illegible, if it is not specific or presents irregularities or errors which make its review difficult;

11.2.3. If it fails to comply with any of the requirements set forth in this INVITATION FOR BID or in the Basic Project Plan;

11.2.4. If it includes any advantage which is not established in this INVITATION FOR BID, such as subsidized financing;

11.2.5. If they feature unrealistic prices, meaning their viability cannot adequately be demonstrated through supporting evidence to prove that the costs are consistent with market prices and that productivity is consistent with fulfillment of the object;

11.2.6. In these circumstance, per the above item, should the proposal feature unrealistic prices, meaning their viability cannot adequately be demonstrated through supporting evidence to prove the costs are consistent with market prices, and that productivity is consistent with the fulfillment of the object, the Bidder shall have 2 (two) business days to demonstrate the prices shown in its proposal are viable, under penalty of disqualification.

11.3. If there are signs of unrealistic prices in the proposals, or if further clarification becomes necessary, diligences may be made by the Bidding Commission.

11.4. Once it is ascertained that the price proposal does not meet the requirements set forth in the previous items, it shall be disqualified, and the remaining proposals shall be qualified in descending order from highest to lowest number of points.

11.5. Bidders shall be notified of the outcome of Price Proposal evaluation through publication on the BACW website, publication on the Official Gazette (DOU), as through submission of the Meeting Minutes from the Open Session to the accredited legal representatives' emails, whose price proposals were opened.

11.5.1. Should any bidder, or its representative, be present at the Bid open session, in which a decision was made, this notification shall be made in person to the bidder and recorded in the meeting minutes.

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No Imp NAZARENO CORREIA PEREGRINO Lt Col
BACW's Chief of Internal Control

ALESSANDRO JOSE MACHADO Lt Col



12. PROPOSAL RANKING

12.1. Final ranking of proposals shall occur in accordance with the **lowest price**.

12.2. Bidders shall be notified of the outcome of the Bid through publication on the BACW website, as well as submission of the Meeting Minutes to the emails of the accredited legal representatives whose proposals were opened.

13. RATIFICATION (“HOMOLOGATION” AND BID AWARD (“ADJUDICATION”))

13.1. The services contemplated by this Bidding Process shall be globally awarded to the Bidder with the **lowest price**.

13.2. The bidding process shall be submitted to the relevant higher-ranking authority for the purpose of Bid Award and ratification to the winning bidder.

14. CONTRACT

14.1. After approval of the bid, the winning bidder (the ‘CONTRACTED PARTY’) shall have 5 (five) business days, from the date of notification, to sign the CONTRACT attached as per ANNEX III, under penalty of losing the right to a contract, as well as being subject to the sanctions established in this INVITATION FOR BID and other sanctions or damages available based on applicable law.

14.1.1. The provisions in the previous subitem may be extended to an additional period of 5 (five) business days, if requested by the CONTRACTED PARTY, and approved by the Administration (CONTRACTING PARTY), at its sole discretion.

14.2. The Administration (CONTRACTING PARTY) shall have the option of contacting the remaining participants, should the winning bidder not sign the CONTRACT, in the established terms and conditions, in accordance with classification order. It may do so at the same terms and conditions proposed by the winning bidder, also as regards to updated prices, in accordance with the Invitation for Bid.

14.3. The BACW may also revoke the BIDDING PROCESS, despite the penalties established in this INVITATION FOR BID.

14.4. Upon signing the CONTRACT, the CONTRACTED PARTY declares its express agreement with the BASIC PROJECT PLAN.

14.5. The CONTRACTED PARTY must maintain all qualification conditions required during the bidding process through the execution of the CONTRACT, in accordance with the obligations it has undertaken.

14.6. The CONTRACTED PARTY shall be responsible for any and all expenses associated with the CONTRACT.

15. SUBCONTRACTING

15.1. Subcontracting is not allowed for this contracting

16. TERMS

16.1. Validity Term

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16.1.1. The Contract's period of validity shall be 12 (twelve) months, starting on the date of its Signature, which it can be extended for the overall aggregated amount of 60 months, in accordance with sub-item II e § 6° of Art. 57, of the Brazilian Law 8.666/93.

16.1.2. The validity may extrapolate the fiscal year if the expenses generated had its budget obligated until December 31st, so that the obligated budget can be accredited as "to be paid", in accordance with ON-AGU n° 39, from 12/13/2011.

16.2. Performance Term

16.2.1. The contract performance shall be 12 (twelve) months, counting from the contract signature. Execution Time

16.3. Receipt Timeframe

16.3.1. The services may be rejected as a whole or in part due to noncompliance with the specifications set forth in this Basic Project and on the CONTRACTED PARTY'S price proposal. Noncompliance shall be corrected in a timely manner as appointed by the MONITOR, without costs to the CONTRACTING PARTY, being the administrative sanctions still enforceable.

16.3.2. The services shall be received in 15 days, from the submission of the Invoice, after the assurance of its quality and quantity, with its subsequent acceptance, by means of the Term of Receipt.

16.3.3. In the hypothesis of the verification that the sub item abovementioned is not performed in the mentioned time-frame, it shall be considered performed, by the issuance of the definitive receipt in the last day of the deadline.

16.4. Payment Processing Time

16.4.1. The payment period will be up to 30 (thirty) calendar days from the date on which the ACCEPTANCE CERTIFICATE is submitted.

17. PERFORMANCE LOCATION

17.1. The services that are object of this Invitation For Bid shall be performed in the CONTRACTED PARTY facilities.

18. CHANGES TO THE CONTRACT

18.1. The CONTRACT may be unilaterally altered by the CONTRACTING PARTY in the following situations:

18.1.1. If the project or its specifications should change, to better suit its objectives from a technical standpoint.

18.1.2. Should the Contract Amount require modification due to the quantitative increase or decrease of its Object.

18.1.3. The CONTRACTED PARTY is bound to accept, at the same terms and conditions, all changes involving an increase or decrease in services of up to 25% of updated original Contract amount.

18.1.3.1. Quantitative decreases exceeding twenty-five (25%) of the Contract amount may only be executed when both parts are in agreement.

18.2. The CONTRACT may be amended by agreement between the parties in the following situations:

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18.2.1. If it is necessary to modify the execution regime for the good or service, or the means of supply, after verifying the original contractual terms;

18.2.2. If it becomes necessary to alter form of payment, due to unforeseen circumstances, maintaining the original updated amount, excluding advance payment, as regards the fixed payment and delivery schedule, without the respective consideration for the provision of goods or execution of services;

18.2.3. In order to reestablish the relation initially agreed upon by the parties between contractual obligations and payment from the Administration as just compensation for the service, for the purpose of maintaining the Contract's initial economic and financial equilibrium, should unforeseen events occur, or foreseeable events of unforeseeable consequences, which delay or obstruct performance of the adjusted contract, or in case of force majeure, fortuitous event or factum principis, constituting extraordinary and extracontractual economic risk.

19. SUBJECTIVE MODIFICATION

19.1. The CONTRACTED PARTY's merger, split or incorporation with another legal entity is admissible, provided that the new legal entity complies with all the qualification requirements set forth in this INVITATION FOR BID, that the remaining contractual clauses are fulfilled, and the execution of the contractual object is not compromised, and that the Administration provides its explicit approval for continuation of the Contract.

20. PRICE ADJUSTMENT

20.1. In accordance with Art. 65, of 1993 Law 8666, the Contract may only be amended to reestablish the relation the parties initially agreed upon between the Parties obligations and their compensation by the Administration for a fair payment of the work, service or supply, thus maintaining the economic and financial equilibrium of the Contract; should unforeseen facts occur or foreseeable facts of unforeseeable consequences or in case of force majeure, fortuitous events or factum principis, constituting extraordinary and extra-contractual economic.

20.2. The economic and financial equilibrium shall be based on the CONTRACTED PARTY's formal proposal, and it shall be considered only after 12 months have lapsed from the time of Contract Signature.

20.3. The physical-financial equilibrium shall be preceded by a request from the CONTRACTED PARTY, supported by a table with an analytical breakdown of the Contract's cost components, showing the formation of the current price as well the price presented in proposal.

20.4. The inclusion of advantages which were not featured in the initial proposal is forbidden, except when they have become mandatory due to a legal agreement, normative sentence, collective agreement or collective convention.

20.5. A request to reestablish the economic and financial equilibrium shall only be taken into account through negotiation between the parties, taking into account:

20.5.1. The occurrence of an unforeseeable fact, or foreseeable fact of unforeseeable consequences, which delays or prevents the execution of the agreement and its adequate characterization;

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- 20.5.2.** The occurrence of a Force Majeure event, fortuitous event or factum principis, constituting extraordinary and extracontractual economic risk, and its adequate characterization;
- 20.5.3.** Proof of imbalance, through a request by the Contracted Party with two price formation tables, one for the initial Price Proposal and one for the New Price Proposal;
- 20.5.4.** The economic exam of the table through verification of the arithmetic calculation which led to the new price;
- 20.5.5.** The relevant preparation of calculation logs;
- 20.5.6.** Analysis of the new recalibrated price compared with market prices;
- 20.5.7.** The existence of a budget allocation to cover a possible Price change;
- 20.6.** A decision on the request must be finalized within a maximum timeframe of 60 (sixty days), starting on the date of delivery of proof of cost variation.
- 20.7.** In case of economic and financial equilibrium an amendment to the current Contract shall be drawn up.
- 20.8.** The timeframe referenced in the previous paragraph shall be suspended until the CONTRACTED PARTY fulfills its obligations or provides the documentation requested by the CONTRACTING PARTY to prove imbalance.
- 20.9.** The CONTRACTING PARTY can make diligences to verify the imbalance alleged by the CONTRACTED PARTY.
- 20.10.** The submission of a proposal of economic and financial equilibrium by the CONTRACTED PARTY does not imply acceptance by the CONTRACTING PARTY.
- 20.11.** Should the CONTRACTED PARTY not submit other adequately adjusted indices, the maximum adjustment amount shall be equivalent to CPI variation (Customer Price Index, issued by the Bureau of Labor Statistics – BLS) from the US Department of Labor).

21. PAYMENT

- 21.1.** Payment term shall be 30 (thirty) days starting on date of delivery of RECEIVING CERTIFICATE, with the Invoice, as per procedural standard established in ICA 65-8.
- 21.2.** An invoice shall be issued by the CONTRACTED PARTY in accordance with the following procedures:
- 21.2.1.** "Approval" of the invoice is conditional upon the fulfillment of services described in the invoice presented by the CONTRACTED PARTY; and
- 21.2.2.** In case of failure to present necessary documents, or of a situation which prevents invoice payment, payment shall remain suspended until the CONTRACTED PARTY takes applicable measures to resolve all pending issues. In this case, the payment term shall take effect after pending issues are resolved by the CONTRACTED PARTY, without any cost to the CONTRACTING PARTY.
- 21.3.** The payment date shall be the date on which the wire transfer is processed by the CONTRACTING PARTY'S bank. The CONTRACTING PARTY shall not be responsible for any fees charged by the CONTRACTED PARTY'S financial institution.
- 21.4.** The CONTRACTING PARTY shall not be responsible for any expenses incurred by the CONTRACTED PARTY which have not been stipulated in the CONTRACT.

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21.5. Should the CONTRACTED PARTY wish to receive payment in another currency than US Dollars, it shall cover any currency exchange costs or other bank fees which may apply.

21.5.1. Payments made in Brazilian currency shall be made at the Exchange rate in effect on the business day immediately preceding actual payment date.

22. MONITORING

22.1. The MONITORING must be performed by members of the Administration, specifically appointed by the Administration, in accordance with Law N° 8.666 / 1993, ICA n° 65-8 / 2009, and ICA n° 12-23 / 2014, in order to monitor and oversee the CONTRACT to be performed

22.2. MONITORING must comply with the provisions of this Invitation For Bid and Item 15 of the BASIC PROJECT, ANNEX I of INVITATION FOR BID.

23. RECEIPT OF THE OBJECT

23.1. The services contemplated by this INVITATION FOR BID must be received by COMREC in accordance with the technical specifications provided in BASIC PROJECT PLAN, ANNEX I.

23.1.1. All proposals, questions, discrepancies and difficulties encountered during the execution of the CONTRACT, or issues requiring evaluation, must be submitted to the MONITORING team, for assessment by the CONTRACTING PARTY'S Expenses Supervisor.

24. FORCE MAJEURE AND UNFORESEEABLE EVENTS

24.1. Unforeseeable or Force Majeure events must be notified in writing the CONTRACTING PARTY's EXPENSES SUPERVISOR, through the MONITORING team, so that it may decide the appropriate course of action, provided it has been proven that such events affected the services/materials provided in accordance with the Object of this CONTRACT.

24.2. For the purpose of this CONTRACT, events shall be considered unforeseeable or Force Majeure, if they fit the legal definition provided in the single paragraph of Art. 393 of the Brazilian Civil Code, in accordance with Line II, §1º, Art. 57 of Law N° 8.666/93.

25. OBLIGATIONS OF THE CONTRACTING PARTY AND CONTRACTED PARTY

25.1. The CONTRACTING PARTY and CONTRACTED PARTY's obligations are set forth in the BASIC PROJECT PLAN, in the CONTRACT and in this INVITATION FOR BID.

26. CONTRACT TERMINATION

26.1. Reasons for CONTRACT termination, as well as the measures to be taken in this case, are described in the CONTRACT.

27. SUSTAINABILITY

27.1. Any fixture, equipment or process of the CONTRACTED PARTY, which is located at a fixed site and releases or emits matter into the atmosphere, through emission points or fugitive emissions, and is used in the performance of the contract, must abide by upper emission limits for air pollutants allowed by CONAMA Resolution N° 382, dated 12/26/2006, and other relevant legislation, based on the pollutant and type of source, if located in Brazil, or other legislation, if located outside Brazil.

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27.2. During contract execution, as applicable, noise emission levels may not exceed acceptable limits set forth in Norm NBR-10.151 – Sound Evaluation in Residential Areas for the purpose of community comfort, issued by the Brazilian Association of Technical Norms– ABNT, or those set forth in NBR-10.152- Noise Levels for acoustic comfort, by the Brazilian Association of Technical Norms- ABNT, in the terms of CONAMA Resolution N° 01, dated 03/08/19090, and related legislation- if located in Brazil, or relevant legislation, if located outside Brazil.

27.3. As per Article 4°, § 3°, of SLTI/MPOG Normative Rule N° 1, dated 01/19/2010, or relevant norm in the location of aircraft operation/maintenance, during contract execution, recycled aggregates must be used wherever their availability and supply capacity exist, provided the cost is lower than that of natural aggregates, per entry into the price and cost breakdown table.

28. BUDGET ALLOCATION

28.1. Expenses associated with the Contract shall be borne in accordance with the following budget classification **Program 2058** – National Defense; **Action 20XA** – Aeronautical Instruction; Expense Nature ND 339039 (services).

29. ADMINISTRATIVE SANCTIONS AND PENALTIES

29.1. The application of administrative sanctions must take into account the gravity of the failure, its recurrence, the damage caused to Public Interest and the loss caused to the Administration, as per item 17 of the Basic Project, Annex I of this IFB.

30. APPEALS

30.1. The Administration's (BACW) actions during this bidding process may be appealed as follows:

30.1.1. Appeal to the BIDDING COMMISSION within **2 (two) business days** of date of notification or record of meeting minutes/session, in case of:

30.1.1.1. Bidder qualification or disqualification;

30.1.1.2. Proposal judgment;

30.1.1.3. Annulment or repeal of bidding process;

30.1.1.4. Dismissal of request for entry into registry list, modification of cancellation;

30.1.1.5. Termination of CONTRACT, as regards Line I of Art. 79 of Law N° 8.666/93;

30.1.1.6. Application of warning fees, temporary suspension or fine.


30.2. After a bidder files an appeal, the other bidders shall be informed so that they may submit counter-arguments within a period of **2 (five) business days**.

30.3. The appeal must be addressed to the Bidding Commission, which may reconsider its decision within a period of **2 (five) business days**.

30.3.1. Should it reject the reasons presented in the appeal, the Bidding Commission must send the appeal to its higher-ranking authority, for due evaluation within an addition **5 (five) day period**, which shall be duly notified.


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31. GENERAL PROVISIONS

31.1. Any doubts arising from the provisions of this INVITATION FOR BID may be the subject of consultation, in writing, with the Bidding Commission in charge of this bidding process, up to 48 (forty-eight) hours before the delivery of the proposals.

31.1.1. 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.

31.2. Participation in this bidding process implies full acceptance of the terms and conditions established in this Invitation for Bid and its Annexes, as well as with the requirement to comply with the provisions herein.

31.3. Any changes or amendments to this INVITATION FOR BID will require its disclosure in the same publication method in which the original bidding process was published, with an extension of the original term, except when the changes do not affect price formation in any way.

31.4. If the day is not a business day or if there are any events preventing the bidding process from being held on the scheduled date, the session will automatically be rescheduled to the following business day at the same time and place as previously indicated, unless otherwise advised by the Bidding Commission.

31.5. In any phase of the bidding process, the Bidding Commission, or any higher-ranking authority may submit a request for clarification to complement or answer questions about the process, provided it does not imply the later inclusion of any document or information which must be made available at the time of the Bidding open session.

31.6. The ratification (“homologation”) of the Bidding process result does not imply the right to execute the Contract.

31.7. The BACW reserves the right to revoke this Bidding Process for reasons of public interest associated with the occurrence of an unforeseen and duly proven event, which is relevant and sufficient to justify such measures, or annul them due to illegality, through an official letter, or by the request of third parties, through a substantiated opinion.

31.8. The INVITATION FOR BID and its ANNEXs may be read and/or obtained from the BACW, at the address below, on business days between 08:30 a.m. and 11:30 a.m., and then again between 1:30 p.m. and 3:00 p.m. (EST) as well as through its website <http://www.cabw.org> during the external phase of the bidding process.

31.9. The records of this administrative process shall be made available at the address below, on business days, between 08:30 a.m. and 11:30 a.m., and then again between 1:30 p.m. and 3:00 p.m. (EST), based on scheduled appointment:

1701 22nd St N.W. Washington, D.C. 20008

Ph.: (202) 483 4031 Fax: (202) 483 4684

E-mail: con@cabw.org

31.10. The United States District 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 judged. This Invitation For Bid and the bidding process shall be 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.

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31.11. It is hereby agreed between the parties that the official language of the bid, for the purpose of documentation, correspondence and any other matter is **ENGLISH**.

Washington, DC, April 9, 2019.

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ALESSANDRO JOSE MACHADO Lt Col



**MINISTRY OF DEFENSE
AERONAUTICAL COMMAND
COMMAND OF PREPARATION**

BASIC PROJECT PLAN

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 configure the specifications for the contracting of contracting of a Simulator Operators Training and Flight Simulator training for the airplane LEARJET 53, for a period of 12 months, with the possibility of extensions of up to an aggregate 60 months.

1.2 This Basic Project Plan was developed based on preliminary considerations, which ensure the technical viability of the project, assess its costs and define its timeline and implementation methods, thus guiding and governing the future relationship between the CONTRACTED PARTY and the CONTRACTING PARTY.

2 DEFINITIONS:

2.1 In order to facilitate the comprehension of the terminology and to simplify the writing, the following abbreviations and expressions were adopted, followed by their definitions hereafter:

2.1.1 COMAER – Brazilian Aeronautical Command;

2.1.2 COMREC – Goods and Services Receiving Commission;

2.1.3 CONTRACTED PARTY – the natural person or legal entity contracted to perform the services;

2.1.4 CONTRACTING PARTY – Brazilian Aeronautical Commission in Washington, DC (BACW);

2.1.5 ICA – Aeronautical Command Directive;

2.1.6 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;

2.1.7 PAG – Administrative Management Process;

2.1.8 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 12-23/2017 (Inspection and Receiving Goods, Services and Administrative Sanctions Application);

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

Greg W. GEORGE

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3 OBJECT

3.1 Contracting of flight simulator training hours, with availability exclusively to the COMAER pilots, in the **LEARJET 35** aircraft, aiming to fulfill the COMAER needs in accordance with the Technical Specifications, Annex A, in accordance with terms, quantities, and other requirements of this document, and the table below:

| Military Organization | Flight Simulator Hours | Amount of Pilots | Aircraft | Category | Type |
|-----------------------|------------------------|------------------|------------|----------|------|
| COMPREP | 132 | 15 | LEARJET 35 | C | DRY |
| COMPREP | IOS COURSE | 8 | LEARJET 35 | | |

It is important to mention that for the training type "DRY", exposed at the Technical Specification (ANNEX A), the CONTRACTED PARTY is not required to provide instructors, since the Brazilian Air Force (BAF) will use its own instructor's crew after the IOS training.

3.2 The flight simulator shall be accredited by ANAC (Brazilian Civil Aviation Agency), with qualification system for Flight Simulator Training Devices (FSTD), which has the objective to assure its characteristics of performance and realism as well as to classify in existing categories. The FSTD qualification is an activity based in technical norms issued by the civil aviation agencies, in which establish objective and subjective parameters of quality and realism. Only devices with certification issued by ANAC shall be used in order to accumulate credits of flight hours in pilots training, in accordance with the RBAC 61 (Brazilian Civil Aviation Regulation).

3.3 In order to assure the homologation by ANAC, the BIDDER may verify its compliance by means of the ANAC website: <https://www.anac.gov.br/assuntos/setor-regulado/empresas/simuladores-de-voos-fstd/arquivos/Simulador.xls>

3.4 The FSTD can be approved as a means of training in an Operational Training Program for an Air Operator (RBAC 121 or RBAC 135), Training Center (RBHA 142) or in an Instruction Program of a Civil Aviation School (RBHA 141). In the COMAER's case, the FSTDs are used for trainings foreseen in the Instruction and Operational Maintenance Program in the subordinated air military unities

3.5 It is noted that the services related to this BASIC PROJECT 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.

4 JUSTIFICATION

4.1 The Brazilian Aeronautical Command (COMAER) adhere to its specific internal regulation, the Aeronautical Command Directive (ICA) 12-16/2007, which relates to the management and training in flight simulators inside Brazil and abroad. The mentioned instruction foresees that the necessities of each Military Organization shall be forwarded to its respective General Command,

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Departments and the Air Operational Group (GABAER) with the objective of being condensed and analyzed in accordance with the real necessity of the Military Organization.

4.2 The flight simulators are devices used to qualify technical crew members in which only in these type of equipment it is possible to perform ground and in flight emergency situations trainings, without threatening the integrity of the crew or the aircrafts.

4.3 More than that, the use of flight simulators provides economy in fuel and in hours of aircraft cell, influencing directly in the training cost and in the environmental impact generated by the fuel use.

4.4 With the training that is object of this Basic Project Plan, the Air Force military staff that is part of the pilot's crew would be prepared to face diverse situations aiming the safety of the aircraft operations.

4.5 Regarding the total amount of hours to be hired, the Brazilian Air Force's Learjet 35 Operational Elevation Program (PEVOP) provides a mandatory flight simulator training prior to the first flight on the aircraft and, after that, a maintenance training every 24 months at most. It is foreseen, in the operational formation, the amount of 24 (twenty four) hours and, for the operational training, the amount of 12 (twelve) hours. Considering that the training will be carried out for two pilots simultaneously, for the formation of 05 new pilots, who will join the crew in 2019, in order to continue the operation of the Squadron and to adapt to the rotation of pilots as a result of the personnel movement that occurs annually at the BAF, it will require 72 (seventy-two) hours of simulator and, for the operational maintenance of 10 pilots who are already crew of the Learjet 35 aircraft, plus 60 (sixty) hours, totaling 132 (one hundred and thirty-two) "DRY" hours (using BAF instructors) of simulator. In this way, by the end of 2019, all Learjet 35 aircraft pilots of the BAF Squadrons will be adapted in flight simulator training and able to carry out the missions for the project.

4.6 Before performing the first instruction on the simulator, 08 (eight) BAF instructors must complete the Instructor Operating Station Course (IOS). Only through this course it is possible to train simulator instructors capable of controlling the entire training session and the other systems involved, allowing correct manipulation of the scenario to be performed. IOS is a *sine qua non* condition so that BAF can train pilots in "DRY" mode. Regarding the total amount of hours to be hired, foresees annually the performance of flight simulator for the U-55 aircraft. operational formation of 16 hours (sixteen) and the of 12 hours (twelve). shall sine qua non

4.7 The services that are object of this Basic Project are usual to the Brazilian Air Force (BAF) since the BAF does not have flight simulator equipment necessary to perform the object to be hired.

4.8 Therefore, the hiring of the services that are object of this Basic Project is necessary to promote the continuous pilot's training in the Brazilian Air Force Learjet 35 aircraft. Therefore, the training is relevant and necessary.

George W. J. Guedes



4.9 Moreover, after research, it was verified that there is no company in Brazil that could provide the trainings described herein.

5 ESTIMATED BUDGET

5.1 Using the average amounts paid during past years, and market research performed, the **MAXIMUM GLOBAL ESTIMATED PRICE** for *the contract* shall not be more than **US\$ 67,320.00 per 12 months of contract performance for the DRY training, and US\$ 15,800.00 for the IOS training, totaling the amount of US\$ 83,120.00**

5.2 The estimated amount of hours included in this BASIC PROJECT do not imply any obligation by the CONTRACTING PARTY.

6 BUDGET ALLOCATION

The expenses arising from this contract shall be paid with resources of the item 33.90.39, received by the BACW from the Plan of Action of the Aeronautical Command, based in the Brazilian General Budget for the fiscal year.

7 ENFORCEMENT REGIME

The performance resulting from this Basic Project Plan must be contracted in based on the **Lowest Unit Price** criterion.

8 SERVICES CLASSIFICATION

8.1 The service to be contracted is classified as a continuing service, in accordance with the definition of the Art.15 of the IN-SLTI n° 05/2017 and item 1.1 of this Basic Project.

8.2 It should be noted that continued services are those whose disruption could compromise the fulfillment of the institutional mission, and, therefore, it is necessary to carry out its execution on an ongoing basis so that the operation of the agency's final activity is assured. Flight simulator training is essential for Brazilian Air Force pilots to be able to face adverse flight situations in order to meet the BAF's mission to maintain the sovereignty and security of Brazilian airspace.

8.3 The service to be contracted is foreseen in the preamble of the Decree n° 2.271, from 1997, being formed as accessorial activities, instrumental or complementary to the legal competency of the soliciting agency, not being part of the functional categories englobed by its respective plan of staff.

8.4 The presentation of services does not characterize any employment relation between the CONTRACTED PARTY employees and the CONTRACTING PARTY, forbidding any relation between the agents that could characterize direct subordination.

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9 SUSTAINABILITY

9.1 Any fixture, equipment or process of the CONTRACTED PARTY, which is located at a fixed site and releases or emits matter into the atmosphere, through emission points or fugitive emissions, and is used in the performance of the contract, must abide by upper emission limits for air pollutants allowed by CONAMA Resolution N° 382, dated 12/26/2006, and other relevant legislation, based on the pollutant and type of source, if located in Brazil, or other legislation, if located outside Brazil.

9.2 During contract execution, as applicable, noise emission levels may not exceed acceptable limits set forth in Norm NBR-10.151 – Sound Evaluation in Residential Areas for the purpose of community comfort, issued by the Brazilian Association of Technical Norms– ABNT, or those set forth in NBR-10.152- Noise Levels for acoustic comfort, by the Brazilian Association of Technical Norms- ABNT, in the terms of CONAMA Resolution N° 01, dated 03/08/1990, and related legislation- if located in Brazil, or relevant legislation, if located outside Brazil.

9.3 As per Article 4°, § 3°, of SLTI/MPOG Normative Rule N° 1, dated 01/19/2010, or relevant norm in the location of aircraft operation/maintenance, during contract execution, recycled aggregates must be used wherever their availability and supply capacity exist, provided the cost is lower than that of natural aggregates, per entry into the price and cost breakdown table.

10 SERVICE SPECIFICATION

10.1 The services shall be performed at the CONTRACTED PARTY location, in accordance with COMAER'S needs.

10.2 The Services shall be made available from monday to saturday, in accordance with schedule presented by the CONTRACTED PARTY.

10.3 The CONTRACTED PARTY shall execute the services with material and equipment necessary to the perfect execution of services to be performed, in accordance with ANNEX A.

10.4 The simulation equipment shall offer scenarios in the South American territory with emphasis in the following airports: SBBR, SBGO, SBSB, SBGR, SBGL, SBSJ, SBKP, SBBH.

10.5 For training effects, the pilots may perform the following maneuvers with the simulation equipment:

10.5.1 Procedures for flight preparation, including inspections before flight, the operation of the engine and the aircraft systems;

10.5.2 Pre-flight procedures, including weight and balancing, inspections and airplane services;

10.5.3 Rolling and operations in the airport superficies, including motor tests;

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10.5.4 Normal takeoffs and landings with crosswind and/or any type of failure in the various aircraft equipment and systems (in-flight engine failure, in-flight engine fire, pitch trim runaways, electrical failure, pressurizing failures, hydraulic system failures, etc);

10.5.5 Maximum performance takeoffs (short runways and obstacles overtaking);

10.5.6 Flights with and without autopilot engaged;

10.5.7 Straight and levelled flight;

10.5.8 Airplane control and manoeuvres by means of external visual references;

10.5.9 Ascending and rising curves;

10.5.10 Descent with or without curves using configurations of high and low resistance;

10.5.11 Flights with different speeds, since maximum operational to the minimum controlled speed;

10.5.12 Flight at low critical speeds, recognition and recovery of pre-stall, full stall and spiral flight;

10.5.13 Flight with asymmetric power;

10.5.14 Emergency procedures and aircraft's equipments and systems faults;

10.5.15 Circuit of air traffic, including procedures for entrance and exit, ways to prevent collisions and turbulences at the aircraft bottom;

10.5.16 IFR approach training (NDB, VOR, RNAV and ILS CAT I);

10.5.17 Approximations to the landing area with engine power in low gear and partial power;

10.5.18 Gliding for landing;

10.5.19 Missed approaches, initiating since final approach to touchdown, with many flight configurations, including curves;

10.5.20 Procedures for forced landing, beginning from: take off, while initial rise, from cruise flight, from descending, and from transit to the landing;

10.5.21 Stall inputs from many altitudes and power combinations with recuperation initiating from the first indication of lost and recuperation of full stall;

10.5.22 Recognition and management of threats and errors;

10.5.23 Short runway landings

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10.5.24 Flight with high critical speeds and recovery from situation with high angle of dive;

10.5.25 Basic flight maneuvers and recovery of unusual altitude using only basic instrument flying;

10.5.26 Navigation flight by means of visual references, estimated navigation and, when applicable, with the support of navigation-radio;

10.5.27 Operations with origin, destination or transit by controlled aerodromes, achieving the procedures of the services of air traffic control and the procedures of radio-communication phraseology; and

10.5.28 Procedures and phraseology for communication;

11 METHOD FOR CONTRACT EXECUTION ANALYSIS

11.1 The services shall be executed within the minimum parameters as follows:

11.1.1 Complete functioning of the ground visualization screens by the pilot;

11.1.2 Complete functioning of the instructor panel and its commands;

11.1.3 Functioning of the MOTION for the performance of training in FFS (Full Flight Simulator);

11.1.4 Functioning of all the aircraft instruments;

11.1.5 Updated database of FMS; and

11.1.6 Complete functioning of FC-530 auto-pilot.

11.2 In case of equipment malfunction during the contract performance, the CONTRACTED PARTY shall evidence efforts to solve any flaws in 24 hours, being responsible to re-schedule the previously reserved spots for the Brazilian Air Force in coordination with the most experience military officer of the crew, until the specific date for the crew to return.

11.3 In case of any irregularity (malfunction) in the simulator that prevent the conclusion of the scheduled hours, the counting of hours shall be interrupted e only the performed hours shall be billed.

11.4 In order for the services to be accepted, the following items will be analyzed:

11.4.1 Fulfillment of the scheduled training;

11.4.2 Recurring problems in the simulation system that could interfere in the simulation training; and

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11.4.3 The suitability of the equipment to the demands contained in this instrument.

11.5 The CONTRACTED PARTY shall make available a place and equipment in good janitorial and conservation conditions.

12 SERVICES PERFORMANCE AND RECEIPT

12.1 The services execution shall begin at contract signature as per the items bellow.

12.2 The Contract's period of validity shall be 12 (twelve) months, starting on the date of its Signature. Its 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.

12.3 The contract execution may extrapolate the fiscal year since the expenses referred to the hiring are completely obligated within the fiscal year in other to register the obligation as "to be paid", in accordance with Normative Ordinance AGU n. 39, from December 13, 2011.

12.4 The services may be rejected as a whole or in part due to noncompliance with the specifications set forth in this BASIC PROJECT and on the CONTRACTED PARTY'S price proposal. Noncompliance shall be corrected in a timely manner as appointed by the MONITOR, without costs to the CONTRACTING PARTY, being the administrative sanctions still enforceable.

12.5 The services that are the object of the CONTRACT shall be received by the Receiving Commission (COMREC) in accordance with the specifications set forth in the BASIC PROJECT, Annex I of this Bid Announcement.

12.6 It is the responsibility of the RECEIVING COMMISSION to:

12.6.1 Ensure that the CONTRACTED PARTY meets all requirements for the service objects, which are described in this BASIC PROJECT:

12.6.2 Accept or reject services according to the specifications set forth in the BASIC PROJECT within 15 (fifteen) consecutive days.

12.6.3 Once approved, the INVOICES shall be sent to the BACW's Contract Department, together with an Acceptance Receipt within 5 (five) days. If there is any discrepancy, the INVOICE must be returned to the CONTRACTED PARTY, so that the necessary corrections may be made, with a letter explaining the reasons for its return; and

12.6.4 During the performance of the CONTRACT, all proposals, questions, discrepancies, causing difficulties or requiring evaluation must be submitted to the MONITOR. If necessary, the MONITOR may submit all proposals, questions, discrepancies, causing difficulties or requiring evaluation for the purpose of receiving approval and/or issue of opinion by the BACW's Chief.

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13 OBLIGATIONS

13.1 CONTRACTING PARTY'S OBLIGATIONS:

13.1.1 Provide all conditions enabling the CONTRACTED PARTY to perform the services herein in accordance with the terms of the contract.

13.1.2 Require the fulfillment of all obligations undertaken by the CONTRACTED PARTY, in accordance with contractual terms and proposal terms;

13.1.3 Carry out monitoring of contractual performance, through a specifically appointed employee, 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;

13.1.4 Notify the CONTRACTED PARTY, in writing, of any possible imperfections occurred during the performance of the contract, determining a timeline for their correction;

13.1.5 Pay the CONTRACTED PARTY the amount resulting from the rendered services, in accordance with contractual terms;

13.1.6 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.

13.2 CONTRACTED PARTY'S OBLIGATIONS:

13.2.1 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;

13.2.2 Repair, correct, remove, rebuild or replace, at its own cost, in full or in part, any activities performed in which performance-related faults, flaws or defects are at the Administration's discretion, by presenting a new methodology for assessment by the Administration;

13.2.3 Ensure that their employees are properly trained, licensed and/or certified to operate necessary building systems or equipment for which licensed and/or certified personnel are required by Federal, State, or local laws; codes, or ordinances;

13.2.4 Be responsible to make the management and operational decisions to meet the quality performance standards required under this contract;

13.2.5 The CONTRACTED PARTY shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking disciplinary action with respect to his employees as necessary;

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13.2.6 Assume civil liability for moral and material damages caused to the Brazilian Nation by its employees', workers', agents' or representatives actions or omissions;

13.2.7 Use, in accordance with the OBJECT of this Basic Project Plan, qualified employees, as per current regulations and norms in place;

13.2.8 Prohibit, during the performance of the contract, the use of employees related to public officers holding a trusted position or committee role at BACW;

13.2.9 Furnish all personnel, labor, equipment, materials, tools, supplies, supervision, management, training/certifications, and services, except as may be expressly set forth as CONTRACTING PARTY furnished, and otherwise accomplish all actions necessary to or incident to, perform and provide the work efforts described in the contract;

13.2.10 Take responsibility for all work-related and fiscal obligations connected with the Contract Subject and maintain throughout contract implementation, compatibly with the obligations undertaken, all eligibility requirements demanded at Bid;

13.2.11 Not transfer to third parties any responsibility connected with the obligations undertaken, even in case of sub-contracting further to approval by the CONTRACTING PARTY;

13.2.12 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;

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

13.2.14 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;

13.2.15 Assure to the CONTRACTING PARTY the right to perform inspections at the CONTRACTED PARTY facilities with the CONTRACTING PARTY's technical team and/or with a technical team available by COMAER during the validity of the CONTRACT, in order to assure the CONTRACTED PARTY's capacity to perform the services that are object of this BASIC PROJECT. Inspections shall be scheduled by the CONTRACTING PARTY and fulfilled by the CONTRACTED PARTY within 48 hours of the request;

13.2.16 The CONTRACTED PARTY shall present the training receipt with at least the following information:

13.2.16.1 Equipment used;

13.2.16.2 Amount of hours trained;

13.2.16.3 The squadron that performed the training;



13.2.16.4 The date and time in which the training happened; and

13.2.16.5 The signature of the crew that performed the training.

14 SUBCONTRACTING

Subcontracting is not allowed for this BASIC PROJECT.

15 ALTERATION TO CONTRACTED'S PARTY

It is admissible the merger, divestiture, or incorporation of the CONTRACTED PARTY with/within another entity provided that all the qualifications set forth in the solicitation continue to be satisfied, all the Contract clauses are maintained, there is no prejudice to the contract execution, and the CONTRACTING PARTY in its discretion formally accepts the acts in order to continue with the contract execution.

16 MONITORING

16.1 The MONITOR must be an Administrative employee, specifically appointed by the Administration, in accordance with the precepts established by Law N° 8.666/1993, of ICA n° 65-8/2009, and of ICA n° 12-23/2017, so as to monitor and inspect the fulfillment of the contract to be executed.

16.2 Monitoring of contractual fulfillment consist in verifying the conformity of the services and the allocation of the necessary resources, thereby ensuring the perfect application of adjustment, and it must be performed by the MONITOR.

16.3 The CONTRACTING PARTY'S representative must have the necessary experience to monitor and oversee the performance of the Contract.

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

16.5 Contractual performance must be monitored and inspected through oversight instruments such as reports, including monitoring of the fulfillment of the obligations arising from this agreement.

16.6 The MONITOR shall note in his records all events related to the performance of the Contract, taking the necessary measures for the complete fulfillment of contractual clauses. The measures exceeding his competence must be notified to the relevant authority in a timely manner.

16.7 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

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any irregularity, even if arising from technical imperfections, flaws or inadequate use of equipment, and when these incidents occur, they do not imply shared responsibility by the CONTRACTING PARTY, its representatives or employees.

17 ADMINISTRATIVE SANCTIONS

17.1 For the application of administrative sanctions it should be considered the following: the seriousness of the offense; recidivism; damage to the public interest; and the injury to the Administration.

17.2 Failure to comply with the CONTRACT in whole or in part or any breach of the obligations contained in the CONTRACT and in this bidding document will subject the CONTRACTED PARTY, without prejudice to other civil and criminal penalties, to any and all damages and remedies available to CONTRACTING PARTY under the CONTRACT or applicable law, ensuring due process, including the following penalties:

17.2.1 Warning is the administrative penalty imposed when the CONTRACTED PARTY infringe, for the first time, obligations related to delayed contractual terms or invoice presentation for mistakes, or for breach of supervision guidelines within 48 (forty eight) hours from the date of notification of the MONITOR. For the purposes of warning one PAAI should be instructed.

17.2.2 The warning should not be proposed for recurrence in the same kind of failure cases.

17.2.3 Fines referred to in item II of Art. 87 (fine for total or partial non-performance of CONTRACT) of Federal Law n° 8.666/1993 (Brazil) may be defined and implemented as follow:

17.2.3.1 A fine may be applied for partial non-performance in the amount of 0.2% of the total amount of the CONTRACT if the CONTRATED PARTY fails to comply with any condition set in the CONTRACT; and

17.2.3.2 If the CONTRACTED PARTY causes termination of the contract, a fine will be imposed, for non-performance, in the amount of 10% (ten percent) of the current value of the CONTRACT, subject to late-payment penalty or other sanctions pursuant to art. 87 of Federal Law 8.666/93 (Brazil).

17.3 Provided prior defense of the person concerned within five (5) business days, the fine for the total or partial non-performance of the CONTRACT, referred to in item II of art. 87 of Federal Law n° 8.666/93 (Brazil), may be applied along with other administrative sanctions provided for in items I, III and IV of art. 87 of Federal Law n° 8.666/93 (Brazil).

17.4 BACW must inform the CONTRACTED PARTY the amount to be collected, exhausted all administrative remedies and the right to legal defense, should the CONTRACTED PARTY discount the value of future payments.

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17.4.1 If payment of the preceding items is not satisfied, the fines will be deducted from the financial guarantee.

17.5 After the actions mentioned in the previous items, if it persists the denial of payment of the fine, the Expenses Authority (holder or delegate) of BACW, as appropriate, will forward the process to the Brazilian Attorney General of the National Treasury (PGFN) for analysis and description of the company sanctioned in Active Debt of the Union (DAU) and / or initiate the judicial execution, depending on the amount involved.

17.6 The fine will not relieve the CONTRACTED PARTY of repairing the damages (or compensation for losses suffered by) the Administration, nor rule out the possibility of the imposition of other administrative penalties.

17.7 The application of the fines provided for in the preceding items may be appealed within 5 (five) business days, as provided in item "f", I, art. 109 of Federal Law n° 8.666/93 (Brazil).

17.8 The temporary suspension of participation in bidding processes and the prohibition to contract with the Administration, pursuant to subsection III of Article 87 of Federal Law n° 8.666/93 (Brazil), combined with Article 9 of Federal Law n° 10.520/2002 (Brazil), will be applied in MOs under the jurisdiction of the COMAER, with the following:

17.8.1 For up to 30 (thirty) days:

17.8.1.1 In noncompliance of the deadline for taking corrective measures during the application of the warning sanction; and

17.8.1.2 The disruption of any act of public bidding session.

17.8.2 For up to three 3 (three) months:

17.8.2.1 The withdrawal of the proposal, without just cause due to supervening fact;

17.8.2.2 The complaint of the unenforceability of the prices presented; and

17.8.2.3 In presentation of frivolous appeal.

17.8.3 For up to six (6) months:

17.8.3.1 The refusal of the winning bidder, convened within the period of validity of its proposal, to sign or accept the contract or withdraw any equivalent instrument;

17.8.3.2 The absence of financial guarantee submission under this Invitation for Bid;

17.8.3.3 The recurrence of punishable illicit practice in the form of items "17.8.1" and "17.8.2" of this item, in less than 24 (twenty four) months;

17.8.3.4 The application of the second administrative sanction accompanied by a fine;

Geo J.W. FERREIRA



17.8.3.5 The implementation of two administrative sanctions warnings and a fine under the COMAER with in 12 (twelve) months, unless the supplier has taken corrective action within the period determined by the Administration; and

17.8.3.6 The implementation of two administrative sanctions fine under the COMAER with in 12 (twelve) months, unless the supplier has taken corrective action within the period determined by the Administration;

17.8.4 For up to twelve (12) months:

17.8.4.1 When the CONTRACTED PARTY delays unreasonably the execution of the service, which implies termination;

17.8.4.2 When the CONTRACTED PARTY does not pay the fine within the period prescribed in situations where you cannot discount the value of collateral or receivables from performed installments; and

17.8.4.3 The recurrence of punishable default practice in the form of item "17.8.3", within less than 36 (thirty six) months.

17.8.5 Up to 24 (twenty four) months:

17.8.5.1 In the commission of an unlawful act, seeking to frustrate the objectives of this Bidding, such as the formation of collusion or cartel;

17.8.5.2 In the presentation of "fraudulent" documents "adulterated", "false" or "fake";

17.8.5.3 In the issue of "false declaration";

17.8.5.4 In the definitive conviction for willful practice of tax fraud in the collection of taxes related to the CONTRACT;

17.8.5.5 In the shutdown of the service without good cause and without prior notice to the Administration;

17.8.5.6 In the delivery of material "fake" or "adulterated", using trickery to deceive the Administration;

17.8.5.7 In the contractual non-performance resulting in serious damage to the Administration; and

17.8.5.8 In the recurrence of punishable default practice in the form of item "17.8.4" in less than 48 (forty eight) months.

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17.9 For the purposes of this INVITATION FOR BID, as regards to the application of the administrative penalty of temporary suspension of participation in bidding and obstruction to CONTRACT with the Administration, the term "Administration" refers to the COMAER.

17.10 It is understood by failure in the performance of the CONTRACT, means to not complete the provision of the service in accordance with the technical specifications contained in this CONTRACT.

17.11 It is understood by disreputable behavior, means the intentional conduct of trying to deceive or corrupt the Administration, or any of its agents, to obtain undue advantage.

17.12 The PAAI application of declaration of unfitness will be forwarded to the State Defense Minister, through the chain of command and the opinion of COJAER, given the exclusive competence of the sanction by the Minister of State. The application of this penalty will occur in any of the situations below:

17.12.1 The CONTRACTED PARTY has suffered definitive conviction for tax fraud;

17.12.2 A business or professional committed unlawful act aimed at frustrating the objectives of the tender;

17.12.3 The Administration may find that the company or professional does not have competence to be hired because of committed unlawful acts; or

17.12.4 Finding, by the Court of the Union, the occurrence of fraud in connection with the Bid.

17.13 The criteria to revoke the Certificate Good Standing, which may not exceed 5 (five) years under the current legislation, will be defined by the Ministry of Defense. Rehabilitation for this sanction may be required by the person concerned after the expiry of two (2) years of its application.

17.14 In the event the Certificate of Good Standing is revoked, it will be suggested the application of the penalty which should indicate in their PAAI to the purpose of to provide rehabilitation of the amount to be reimbursed, with due legal charges and any obligations.

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18 ANNEXES

18.1 The following annexes are integral parts of this BASIC PROJECT, regardless of whether or not they are herein transcribed:

- ANNEX A – TECHNICAL SPECIFICATION;
- ANNEX B – MARKET RESEARCH
- ANNEX C – MEASUREMENT INSTRUMENT OF RESULTS
- ANNEX D – PHYSICAL AND FINANCIAL SCHEDULE

Brasília, DF October 30, 2018.


GEORGE WASHINGTON ARANTES ALVES DE LIMA Cap Av
Head of the 1st/6th GAV Programming and Control Cell

Approved by:


CELIO OTÁVIO ARAÚJO GALVÃO Cel Av
COMPREP Expenses Authorizer



MINISTRY OF DEFENSE
AERONAUTICAL COMMAND
COMMAND OF PREPARATION

ANNEX A – TECHNICAL SPECIFICATION

1. Tipo de equipamento – aeronave (“Type of equipment – airplane”)
Flight Simulator of the aircraft LEARJET 35
2. Categoria: (“Category”)
C
3. Número de eixos: (“Number of axels”)
3 (three) axes
4. Graus de liberdade do simulador: (“Degrees of simulator liberty”)
6 (six) degrees of simulator liberty
5. Visual (dia ,noite, ambos): (“Visual conditions”)
DAY/ NIGHT
6. Período de treinamento: (“Period of training”)
March 2019 to February 2020.
7. Capacidade operacional para voo VFR/IFR: (“Operational capacity VFR/IFR required”)
VFR and IFR required.
8. Treinamento “dry” ou “wet”: (“Dry or wet training”)
DRY training
9. Necessidade “FTD”: (“Flight training device necessity”)
**IT IS NECESSARY THAT THE VERSION OF THE SIMULATOR
INCORPORATES THE AUTOPILOT SYSTEM FC-530**
10. Amount of hours of training on flight simulator for the period of training.
**132 hours – DRY
8 pilots – IOS**

[Handwritten signature]



Accreditation Form – Annex II

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

PAGE 1 of 1

| | | |
|----------------------|------|---------|
| For BACW use only | Date | Receipt |
|----------------------|------|---------|

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

No Imp RENATO ALVES DE OLIVEIRA, Lt Col.
President of BACW's Bidding Commission

MARIO EMILIO FRAMIL CABIZUCA Lt Col

No Imp NAZARENO CORREIA PEREGRINO Lt Col
BACW's Chief of Internal Control

ALESSANDRO JOSE MACHADO Lt Col

ANNEX III

AERONAUTICAL PREPARE COMMAND (COMPREP)

MINUTA



CONTRACT [NUM]/COMPREP/2019

**INVITATION FOR BID 191442/CABW/2019
PAG CABW 67102.191442/2019-05
PAG COMPREP 67200.010725/2018-68**

-----**DRAFT**-----

OFFICER / Rank
CONTRACT MONITOR

OFFICER / Rank
Internal Control Agent.



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PAG Nº: 67102.191442/2019-05
CONTRACT Nº NUMBER]/CABW/2019

CONTRACTING OF FLIGHT SIMULATOR TRAINING
FOR LEARJET 35 AIRCRAFT, BETWEEN THE
FEDERAL UNION, REPRESENTED HEREWITH BY
THE AERONAUTICAL PREPARE COMMAND, AND
COMPANY [COMPANY NAME]

The Federal Government, through the AERONAUTICAL PREPARE COMMAND (COMPREP), with main offices located at **SHIS QI 05 Área Especial 12 – Lago Sul, CEP 71615-600 Brasília/DF, Brasil**, represented herein by your Expenses Supervisor, **Col CÉLIO OTÁVIO ARAÚJO GALVÃO** (CPF N. _____) in the use of his legal attributions as per the publishing on GAP-DF Internal Publishing nº 187, from September 27, 2018, hereinafter referred to as the CONTRACTING PARTY, and the company and company [CONTRACTED PARTY NAME], located at [ADDRESS], ZIP CODE [ZIP CODE], [State], henceforth referred to as the **CONTRACTED PARTY**, represented by Mr. [LEGAL REPRESENTATIVE] bearer of ID Card N [NUMBER], and based on PAG 67102.191442/2019-05, as well as on the final outcome of Bid Nº. **191442/CABW/2019**, according to the principles of Brazilian Law Nº 8,666/93, Decree Nº 2,271/1997, Normative Instruction SLTI/MPOG Nº 2, 2008, and other related legislation, decide to stipulate this CONTRACT and execute this agreement, in according with the following terms and conditions:

-----DRAFT-----

OFFICER / Rank
CONTRACT MONITOR

OFFICER / Rank
Internal Control Agent.



1. DEFINITIONS

1.1. In order to facilitate comprehension of terminology and simplify the composition of the text, the following abbreviations and phrases were adopted, with the meanings provided beside them:

- 1.1.1. BACW- Brazilian Aeronautical Commission in Washington, DC; (CABW)
- 1.1.2. COMAER - Aeronautical Command;
- 1.1.3. COMPREP – Aeronautical Prepare Command.
- 1.1.4. COMREC- Goods and Services Receipt Commission, comprised of at least three members who, through the Contracting Management Unit, which represents the Aeronautical Command before the CONTRACTED PARTY, are tasked with receiving the object, whether material or services, as per ICA 65- 8/2009 and ICA 12-23/2014;
- 1.1.5. CONTRACTED PARTY- Winning Bidder in the Bidding Process, after issue of ratification (“Homologation”) and Bid Award (“Adjudication”);
- 1.1.6. CONTRACTING PARTY- The Brazilian Federal Union-Aeronautical Command, represented by the Brazilian Aeronautical Commission in Washington D.C.
- 1.1.7. CONTRACT- The agreement which the Public Administration (CONTRACTING PARTY), acting in this capacity, signs with other Administrative Body (CONTRACTED PARTY), for the purpose of contracting the aeronautical services contemplated here under the conditions established by the Public Administration itself. Within the scope of this document, it is referred to the future contract to be signed between the CONTRACTING PARTY and the CONTRACTED PARTY;
- 1.1.8. DOU- Official Gazette;
- 1.1.9. FAB- Brazilian Air Force;
- 1.1.10. MONITOR – Administration Agent especially appointed as its representative to monitor and oversee Contract performance, whereby the sub-contracting of third parties is permitted to assist and provide information pertaining to its duties in the situations in which his technical knowledge is not sufficient to perform them;
- 1.1.11. MONITORING: Generic term for the activity exercised by the Administration Agent acting as Contract Monitor, or by a specifically and systematically appointed Commission, for the purpose of verifying compliance with contractual provisions and with complementary orders issued by the Administration regarding Contract Execution, in all its aspects, for the purpose of identifying deviations and taking corrective measures, or- when outside of its sphere of competence, forwarding them to a higher-ranking authority;
- 1.1.12. INVOICE or COMMERCIAL INVOICE- A document equivalent to a bill of sale or trade bill which, in foreign countries, it is supplied along with the material purchase or service provided, showing material specifications or service description, as well as their quantities, unit and total prices, in addition to the weights and other information deemed essential for SISCOMEX. It is considered the most important document for customs clearance by the importer because it contains all the elements concerning export operation;
- 1.1.13. ICA 65-8 - Aeronautical Command Normative regarding the attributions of the Contract Monitor and COMREC.
- 1.1.14. Brazilian Law Nº 8.666: Law dated June 21, 1993, governing art. 37, Line XXI, of the Federal Constitution [of Brazil], establishes rules for the Public Administration’s solicitations and contracts, and provides other guidelines. It establishes general rules or norms on

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administrative contracts and solicitations relating to projects, services, including advertising, purchases, divestments and rentals within the scope of the Powers of the Union, its States, Federal District and Municipalities;

1.1.15. BIDDER- Company submitting a proposal to the Bidding Process;

1.1.16. PAAI- Formal internal administrative process consisting in the log of all acts and inquiries into the administrative events, which are necessary to clarify and review judgments by the Competent Authority, allowing due process, and possibly culminating in the application of the administrative sanctions established by Law;

1.1.17. PO- PURCHASE ORDER - It is a foreign Purchase Order, equivalent to a Funds Allocation Bill or proceeds allocation document in Brazil. It serves as a guarantee that there is sufficient funds to liquidate the commitment undertaken; it is the first step of a public budget expenditure;

2. CLAUSE- OBJECT

2.1. Contracting of **flight simulator training hours** with availability exclusively to the COMAER pilots, in the LEARJET 35 aircraft, aiming to fulfill the COMAER needs in accordance with the Technical Specifications (Annex A), in accordance with terms, quantities, and other requirements of the Basic Project, Annex I of this Invitation for Bid.

| Military Organization | Training Hours | QTD of Pilots | Aircraft | Category | Type |
|-----------------------|----------------|---------------|------------|----------|------|
| COMPREP | 132 | 15 | LEARJET 35 | C | DRY |
| COMPREP | IOS COURSE | 8 | LEARJET 35 | | |

2.2. It is important to mention that the training type “DRY”, exposed thereafter and at the Technical Specification (ANNEX A), means that the CONTRACTED PARTY shall rent the hours in flight simulator device, since the Brazilian Air Force (BAF) will use its own instructor’s crew.

2.3. The flight simulator shall be accredited by ANAC (Brazilian Civil Aviation Agency), with qualification system for Flight Simulator Training Devices (FSTD), which has the objective to assure its characteristics of performance and realism as well as to classify in existing categories. The FSTD qualification is an activity based in technical norms issued by the civil aviation agencies, in which establish objective and subjective parameters of quality and realism. Only devices with certification issued by ANAC shall be used in order to accumulate credits of flight hours in pilots training, in accordance with the RBAC 61 (Brazilian Civil Aviation Regulation).

2.4. In order to assure the homologation by ANAC, the BIDDER may verify its compliance by means of the ANAC website: <https://www.anac.gov.br/assuntos/setor-regulado/empresas/simuladores-de-voo-fstd/arquivos/Simulador.xls>

2.4. The FSTD can be approved as a means of training in an Operational Training Program for an Air Operator (RBAC 121 or RBAC 135), Training Center (RBHA 142) or in an Instruction Program of a Civil Aviation School (RBHA 141). In the COMAER’s case, the FSTDs are used for trainings

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foreseen in the Instruction and Operational Maintenance Program in the subordinated air military unities

2.5. 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.

2.6. For all intents and purposes, the following ANNEXES are an integral part of this CONTRACT, regardless of whether they exist or not, they are noted below:

- ANNEX A- BASIC PROJECT PLAN;
- ANNEX B- CONTRACTED PARTY'S PRICE PROPOSAL; and
- ANNEX C- PAYMENT AND DELIVERY SCHEDULE.
- ANNEX D – CONTRACT COPY IN PORTUGUESE

2.7. The performance regime for the services contemplated by this CONTRACT must fall under the indirect execution, and under a **unit price** type.

3. CLAUSE-CONTRACT EXECUTION

3.1. The CONTRACT must be performed through indirect execution and based on the **unit price**.

4. CLAUSE – LANGUAGE

4.1. It is hereby agreed between the parties that the language for this CONTRACT, for the purposes of its records, correspondence, and any other matter, shall be **English**, with a translation **into Portuguese**, which shall form an integral part of the Contract, as per **ANNEX D** replicating the same content and featuring the same signatures from both parties and witnesses.

5. CLAUSE- CONDITIONS FOR THE PROVISION OF SERVICES

5.1. The services must be performed by the CONTRACTED PARTY as described in this document and the BASIC PROJECT PLAN.

5.2. The CONTRACTED PARTY must maintain all required qualification conditions throughout the Bidding process and throughout the validity of this CONTRACT.

6. CLAUSE- OBLIGATIONS

6.1. The obligations of the CONTRACTED PARTY and CONTRACTING PARTY shall be established as per item 13 of the BASIC PROJECT, the Invitation For Bid and this CONTRACT.

7. CLAUSE– DESCRIPTION OF SERVICES

7.1. The CONTRACT must be performed by the CONTRACTED PARTY in accordance with this CONTRACT and the BASIC PROJECT PLAN.

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8. CLAUSE- CONTRACT AMOUNT

8.1. The maximum total Contract amount is **US\$ [VALUE] (AMOUNT)**, after initial allocation of US\$ [VALOR] (VALOR), through Allocation Bill Nº [NUMBER], with remaining US\$ [AMOUNT] making up the difference (AMOUNT) of the above Allocation Bill.

9. CLAUSE- BUDGET ALLOCATION

9.1. Expenses associated with the Contract shall be borne in accordance with the following budget classification **Program 2058** – National Defense; **Action 20XA** – Aeronautical Instruction; Expense Nature ND 339039 (services).

9.2. The information provided in this item is required by the Brazilian Government, for a merely informative purpose.

10. CLAUSE- SUBCONTRACTING

10.1. Subcontracting is not allowed for this contracting

11. CLAUSE- TERMS

11.1. Validity Term

11.1.1. The Contract's period of validity shall be 12 (twelve) months, starting on the date of its Signature, which it can be extended for the overall aggregated amount of 60 months, in accordance with sub-item II e § 6º of Art. 57, of the Brazilian Law 8.666/93.

11.1.2. The validity may extrapolate the fiscal year if the expenses generated had its budget obligated until December 31st, so that the obligated budget can be accredited as "to be paid", in accordance with ON-AGU nº 39, from 12/13/2011.

11.2. Performance Term

11.2.1. The contract performance shall be 12 (twelve) months, counting from the contract signature. Execution Time

11.3. Receipt Timeframe

11.3.1. The services may be rejected as a whole or in part due to noncompliance with the specifications set forth in this Basic Project and on the CONTRACTED PARTY'S price proposal. Noncompliance shall be corrected in a timely manner as appointed by the MONITOR, without costs to the CONTRACTING PARTY, being the administrative sanctions still enforceable.

11.3.2. The services shall be received in 15 days, from the submission of the Invoice, after the assurance of its quality and quantity, with its subsequent acceptance, by means of the Term of Receipt.

11.3.3. In the hypothesis of the verification that the sub item abovementioned is not performed in the mentioned time-frame, it shall be considered performed, by the issuance of the definitive receipt in the last day of the deadline.

11.4. Payment Processing Time

The payment period will be up to 30 (thirty) calendar days from the date on which the

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ACCEPTANCE CERTIFICATE is submitted.

12. CLAUSE- PERFORMANCE LOCATION

12.1. The services that are object of this Invitation For Bid shall be performed in the CONTRACTED PARTY facilities.

13. CLAUSE- CHANGES TO THE CONTRACT

13.1. The CONTRACT may be altered unilaterally by the CONTRACTING PARTY in the following situations:

13.1.1. If the project or its specifications should change, to better suit its objectives from a technical standpoint.

13.1.2. Should the Contract Amount require modification due to the quantitative increase or decrease of its Object.

13.1.3. The CONTRACTED PARTY is bound to accept, at the same terms and conditions, all changes involving an increase or decrease in services of up to 25% of updated original Contract amount.

13.1.3.1.1. Quantitative decreases exceeding twenty-five (25%) of the Contract amount may only be executed when both parts are in agreement.

13.2. The CONTRACT may be amended by agreement between the parties in the following situations:

13.2.1. If it is necessary to modify the execution regime for the good or service, or the means of supply, after verifying the original contractual terms are;

13.2.2. If it becomes necessary to alter form of payment, due to unforeseen circumstances, maintaining the original updated amount, excluding advance payment, as regards the fixed payment and delivery schedule, without the respective consideration for the provision of goods or execution of services;

13.2.3. In order to reestablish the relation initially agreed upon by the parties between contractual obligations and payment from the Administration as just compensation for the service, for the purpose of maintaining the Contract's initial economic and financial equilibrium, should unforeseen events occur, or foreseeable events of unforeseeable consequences, which delay or obstruct performance of the adjusted contract, or in case of force majeure, fortuitous event or factum principis, constituting extraordinary and extracontractual economic risk.

14. CLAUSE – SUBJECTIVE MODIFICATION

14.1. The CONTRACTED PARTY's merger, split or incorporation with another legal entity is admissible, provided that the new legal entity complies with all the qualification requirements set forth in this INVITATION FOR BID, that the remaining contractual clauses are fulfilled, and the execution of the contractual object is not compromised, and that the Administration provides its explicit approval for continuation of the Contract.

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15. CLAUSE- PRICE ADJUSTMENT

15.1. In accordance with Art. 65, of 1993 Law 8666, the Contract may only be amended to reestablish the relation the parties initially agreed upon between the Parties obligations and their compensation by the Administration for a fair payment of the work, service or supply, thus maintaining the economic and financial equilibrium of the Contract; should unforeseen facts occur or foreseeable facts of unforeseeable consequences or in case of force majeure, fortuitous events or factum principis, constituting extraordinary and extracontractual economic risk.

15.2. The economic and financial equilibrium shall be based on the CONTRACTED PARTY's formal proposal, and it shall be considered only after 12 months have lapsed from the time of Contract Signature.

15.3. The physical-financial equilibrium shall be preceded by a request from the CONTRACTED PARTY, supported by a table with an analytical breakdown of the Contract's cost components, showing the formation of the current price as well the price presented in proposal.

15.4. The inclusion of advantages which were not featured in the initial proposal is forbidden, except when they have become mandatory due to a legal agreement, normative sentence, collective agreement or collective convention.

15.5. A request to reestablish the economic and financial equilibrium shall only be taken into account through negotiation between the parties, considering:

15.5.1. The occurrence of an unforeseeable fact, or foreseeable fact of unforeseeable consequences, which delays or prevents the execution of the agreement and its adequate characterization;

15.5.2. The occurrence of a Force Majeure event, fortuitous event or factum principis, constituting extraordinary and extracontractual economic risk, and its adequate characterization;

15.5.3. Proof of imbalance, through a request by the Contracted Party with two price formation tables, one for the initial Price Proposal and one for the New Price Proposal;

15.5.4. The economic exam of the table through verification of the arithmetic calculation which led to the new price;

15.5.5. The relevant preparation of calculation logs;

15.5.6. Analysis of the new recalibrated price compared with market prices;

15.5.7. The existence of a budget allocation to cover a possible Price change

15.6. A decision on the request must be finalized within a maximum timeframe of 60 (sixty) days, starting on the date of delivery of proof of cost variation.

15.7. In case of economic and financial equilibrium an amendment to the current Contract shall be drawn up.

15.8. The timeframe referenced in the previous paragraph shall be suspended until the CONTRACTED PARTY fulfills its obligations or provides the documentation requested by the CONTRACTING PARTY to prove imbalance.

15.9. The CONTRACTING PARTY can make diligences to verify the imbalance alleged by the CONTRACTED PARTY.

15.10. The submission of a proposal of economic and financial equilibrium by the CONTRACTED PARTY does not imply acceptance by the CONTRACTING PARTY.

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15.11. Should the CONTRACTED PARTY not submit other adequately adjusted indices, the maximum adjustment amount shall be equivalent to CPI variation (Customer Price Index, issued by the Bureau of Labor Statistics – BLS) from the US Department of Labor.

16. CLAUSE- PAYMENT

16.1. Payment term shall be 30 (thirty) days starting on date of delivery of RECEIVING CERTIFICATE, with the Invoice, as per procedural standard established in ICA 65-8.

16.2. An invoice shall be issued by the CONTRACTED PARTY in accordance with the following procedures:

16.2.1. "Approval" of the invoice is conditional upon the fulfillment of services described in the invoice presented by the CONTRACTED PARTY; and

16.2.2. In case of failure to present necessary documents, or of a situation which prevents invoice payment, payment shall remain suspended until the CONTRACTED PARTY takes applicable measures to resolve all pending issues. In this case, the payment term shall take effect after pending issues are resolved by the CONTRACTED PARTY, without any cost to the CONTRACTING PARTY.

16.3. The payment date shall be the date on which the wire transfer is processed by the CONTRACTING PARTY'S bank. The CONTRACTING PARTY shall not be responsible for any fees charged by the CONTRACTED PARTY'S financial institution.

16.4. The CONTRACTING PARTY shall not be responsible for any expenses incurred by the CONTRACTED PARTY which have not been stipulated in the CONTRACT.

16.5. Should the CONTRACTED PARTY wish to receive payment in another currency than US Dollars, it shall cover any currency exchange costs or other bank fees which may apply.

16.5.1. Payments made in Brazilian currency shall be made at the Exchange rate in effect on the business day immediately preceding actual payment date.

17. CLAUSE- MONITORING

17.1. The MONITORING must be performed by members of the Administration, specifically appointed by the Administration, in accordance with Law N° 8.666 / 1993, ICA n° 65-8 / 2009, and ICA n° 12-23 / 2014, in order to monitor and oversee the CONTRACT to be performed.

17.2. MONITORING must comply with the provisions of this Notice and Item 15 of the Basic Project Plan.

18. CLAUSE – RECEIPT OF OBJECT

18.1. The services contemplated by this NOTICE must be received by COMREC in accordance with the provisions of the BASIC PROJECT PLAN, ANNEX A.

18.1.1. All proposals, questions, discrepancies and difficulties encountered during CONTRACT execution, requiring evaluation, must be submitted to the MONITORING team, for assessment by the CONTRACTING PARTY'S EXPENSES SUPERVISOR.

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19. CLAUSE – FORCE MAJEURE AND UNFORSEEABLE EVENTS

19.1. Unforeseeable or Force Majeure events must be notified in writing the CONTRACTING PARTY's EXPENSES SUPERVISOR, through the MONITORING team, so that it may decide the appropriate course of action, provided it has been proven that such events affected the services/materials provided in accordance with the Object of this CONTRACT.

19.2. For the purpose of this CONTRACT, events shall be considered unforeseeable or Force Majeure, if they fit the legal definition provided in the single paragraph of Art. 393 of the Brazilian Civil Code, in accordance with Line II, §1º, Art. 57 of Law Nº 8.666/93.

20. CLAUSE- ADMINISTRATIVE SANCTIONS AND PENALTIES

20.1. The application of administrative sanctions must take into account the gravity of the failure, its recurrence, the damage caused to Public Interest and the loss caused to the Administration, as per the administrative sanctions foreseen on item 17 of the Basic Project.

21. CLAUSE- LINKAGE

21.1. This CONTRACT is bound to the INVITATION FOR BID 191442/CABW/2019, to the CONTRACTED PARTY's Price Proposal, submitted by [COMPANY NAME] to the BACW.

22. CLAUSE – TERMINATION

22.1. In accordance with the dispositions of Article 78 of Law Nº 8.666 / 93 (Brazil), the following are sufficient reasons to terminate the Contract;

22.1.1. Not performing of contract clauses, specifications, projects and timeframes

22.1.2. Irregular fulfillment of contract clauses, specifications, projects and timeframes;

22.1.3. Slowness in execution, leading the CONTRACTING PARTY to prove it is inviable to complete services within the established timeframes;

22.1.4. Unjustified delay in starting the service;

22.1.5. Interruption in the service, without just cause, and without advance warning to the CONTRACTING PARTY;

22.1.6. Total or partial subcontracting of the object, the CONTRACTED PARTY's partnership with other companies, total or partial transfer, such as a merger, split or incorporation, in forms not allowed by the INVITATION FOR BID and this CONTRACT;

22.1.7. Non-compliance with the orders issued by the authority appointed to oversee and inspect the performance of services, or of higher-ranking authorities;

22.1.8. Repeated errors in execution, recorded as prescribed by §1º of Art. 67, Law Nº Lei 8.666/93;

22.1.9. Filing for bankruptcy or enactment of civil insolvency;

22.1.10. Dissolution of the company or death of the contracted individual;

22.1.11. Corporate change or modification of the CONTRACTED PARTY's purpose or structure, in a manner which compromises CONTRACT performance;

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- 22.1.12.** Public interest reasons (Brazil), of great importance, and widely known, justified and ordered by a higher-ranking executive authority with jurisdiction over the CONTRACTING PARTY, based on an administrative proceeding established in the CONTRACT;
- 22.1.13.** Suspension of services, based on written order from the CONTRACTING PARTY, for a period of over 120 (one hundred and twenty) days, except in cases of natural disaster, civil unrest or war, or repeated suspensions adding up to the same length of time. In addition to the payment required as indemnification to the CONTRACTED PARTY, The CONTRACTED PARTY is also entitled to suspend the fulfillment of its obligations until normalcy is restored;
- 22.1.14.** A delay greater than 90 (ninety) days in the payments owed by the CONTRACTING PARTY, for completed and accepted services, deliveries and work, except in case of disasters, domestic disorder or wars. The CONTRACTED PARTY shall be entitled to suspend the fulfillment of its obligations until normalcy is restored;
- 22.1.15.** Failure by the CONTRACTING PARTY to make available the facilities or object for the performance of services within the established deadlines;
- 22.1.16.** Unforeseeable or Force Majeure events, preventing Contract Execution, a fact which shall be deemed proved; and
- 22.1.17.** Non-compliance with line V, Art. 27 of Law Nº 8.666/ 93, without excluding applicable criminal sanctions.
- 22.2.** The termination shall be formally recorded in accordance with the law, ensuring the right to due legal process and ample defense;
- 22.3.** The termination of this CONTRACT may be:
- 22.3.1.** Unilaterally decided (if justified) by the CONTRACTING PARTY in the events listed in items 22.1.1 through 22.1.12 e 22.1.16 of this Clause;
- 22.3.2.** The termination of the Contract may also occur due to suspension of services by the Administration, resulting in adjustments to the initial CONTRACT amount of up to 25% (twenty-five percent), through no fault of the CONTRACTED PARTY'S;
- 22.3.3.** It may be amicable, further to agreement between the parties, recorded in an amendment to the CONTRACT, provided this is in the CONTRACTING PARTY'S interest; and
- 22.3.4.** Judicially, in accordance with applicable legislation.
- 22.4.** The CONTRACTED PARTY shall be compensated for the damages incurred, provided it is able to prove them, as a result of contract termination, based on items 22.1.12, 22.1.13, 22.1.14, 22.1.15 and 22.1.16 in accordance with this Clause, being entitled to:
- 22.4.1.** The release of its financial guarantee;
- 22.4.2.** Payments owed for CONTRACT execution up until date of termination; and
- 22.4.3.** Payment for demobilization costs.
- 22.5.** Administrative or amicable terminations must be preceded by a written authorization, with adequate justification by the competent authority.
- 22.6.** Any credits associated with the CONTRACT shall be retained up to the limit of the damages caused to the CONTRACTING PARTY, in addition to the sanctions established in this CONTRACT.
- 22.7.** The Contract Termination Document must include

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- 22.7.1. Evaluation of contractual services rendered in full;
- 22.7.2. List of completed and pending payments; and
- 22.7.3. Indemnifications and Fines.

23. CLAUSE- CHOICE OF LAW

23.1. This CONTRACT shall be processed and interpreted in accordance with the principles of Law N°8.666/93, and shall be governed and executed 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.

23.2. The parties agree to make a diligent, good faith attempt to amicably resolve any conflicts before either party initiate litigation in the terms of the Clause 22 (Contract Termination Clause) of this CONTRACT.

23.3. Any controversy or complaint related to this Contract, such as a Contract violation, must be submitted to the Superior Court or to the United States District Court for the District of Columbia, to the jurisdiction to which the parties irrevocably submit.

24. CLAUSE- NOTIFICATIONS AND CORRESPONDENCE

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, and must be delivered to the addresses indicated below by one party to the other party or from any other addresses that may be communicated by the PARTIES, throughout the validity of this CONTRACT.

CONTRACTING PARTY:

The Brazilian Federal Government, by means of the AERONAUTICAL PREPARE COMMAND (COMPREP)
 SHIS QI 05 Área Especial 12 – Lago Sul – Brasília-DF, Brasil
 CEP: 71615-600
 Phone: +55 (62) 3329-7946
 Fax: +55 (61) 3361-8900
 E-mail: protocolo.comprep@fab.mil.br

CONTRACTED PARTY

CONTRACTED PARTY'S NAME
 Attn: Mr./Ms. [Name of Legal Representative]
 ADDRESS:
 Telephone:
 Fax
 Email:

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25. CLAUSE- SUSTAINABILITY

25.1. Any fixture, equipment or process of the CONTRACTED PARTY, which is located at a fixed site and releases or emits matter into the atmosphere, through emission points or fugitive emissions, and is used in the performance of the contract, must abide by upper emission limits for air pollutants allowed by CONAMA Resolution N ° 382, dated 12/26/2006, and other relevant legislation, based on the pollutant and type of source, if located in Brazil, or other legislation, if located outside Brazil.

25.2. During contract execution, as applicable, noise emission levels may not exceed acceptable limits set forth in Norm NBR-10.151 – Sound Evaluation in Residential Areas for the purpose of community comfort, issued by the Brazilian Association of Technical Norms– ABNT, or those set forth in NBR-10.152- Noise Levels for acoustic comfort, by the Brazilian Association of Technical Norms- ABNT, in the terms of CONAMA Resolution N° 01, dated 03/08/1990, and related legislation- if located in Brazil, or relevant legislation, if located outside Brazil.

25.3. As per Article 4°, § 3°, of SLTI/MPOG Normative Rule N° 1, dated 01/19/2010, or relevant norm in the location of aircraft operation/maintenance, during contract execution, recycled aggregates must be used wherever their availability and supply capacity exist, provided the cost is lower than that of natural aggregates, per entry into the price and cost breakdown table.

26. CLAUSE- NUMBER OF COPIES

26.1. It is agreed that this Contract shall be issued in 2 (two) original copies, of equal form and content.

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

26.1.2. (One) original for the CONTRACTED PARTY.

26.2. In witness thereof, the parties sign this CONTRACT in 2 (two) original copies, of equal form and content in the presence of the undersigned witnesses

Washington DC, [MM]/[DD]/[YEAR].

For the CONTRACTING PARTY

 MINUTA/DRAFT

BACW's Chief

For the CONTRACTED PARTY

 NAME

WITNESSES FOR THE CONTRACTING PARTY

 MINUTA/DRAFT

INTERNAL CONTROL AGENT

 MINUTA/DRAFT

CONTRACT MONITOR

-----DRAFT-----



WITNESSES FOR THE CONTRACTED PARTY

NAME:ID N°

-----DRAFT-----

OFFICER / Rank
CONTRACT MONITOR

OFFICER /Rank
Internal Control Agent.



ANNEX A

BASIC PROJECT PLAN

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OFFICER / Rank
CONTRACT MONITOR

OFFICER /Rank
Internal Control Agent.



ANNEX B

PRICE PROPOSAL

-----DRAFT-----

OFFICER / Rank
CONTRACT MONITOR

OFFICER /Rank
Internal Control Agent.



ANNEX C-
PAYMENT AND DELIVERY SCHEDULE

-----DRAFT-----

OFFICER / Rank
CONTRACT MONITOR

OFFICER /Rank
Internal Control Agent.



ANNEX D

CONTRACT DRAFT IN PORTUGUESE

-----DRAFT-----

OFFICER / Rank
CONTRACT MONITOR

OFFICER /Rank
Internal Control Agent.

ANEXO III

COMANDO DE PREPARO (COMPREP)

MINUTA



CONTRATO [NUM]/COMPREP/2019

**EDITAL DE LICITAÇÃO 191442/CABW/2019
PAG CABW 67102.191442/2019-05
PAG COMPREP 67200.010725/2018-68**

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A large, blue handwritten mark or signature, resembling a stylized loop or a large letter 'D'.



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CONTRATO Nº [NÚM]/CABW-
CELOG/2018

CONTRATAÇÃO DE HORAS DE TREINAMENTO EM
SIMULADOR DE VOO, COM DISPONIBILIDADE
EXCLUSIVA AOS PILOTOS DO COMAER, NA
AERONAVE LEARJET 35, ENTRE A UNIÃO
FEDERAL, AQUI REPRESENTADA PELO COMANDO
DE PREPARO, E A EMPRESA [NOME DA
CONTRATADA]

A União Federal, por meio do Comando de Preparo, situado SHIS QI 05 Área Especial 12 – Lago Sul, CEP 71615-600 Brasília/DF, Brasil, inscrito no CNPJ sob o nº 00.394.429/0033-98, na figura de seu Ordenador de Despesas, CÉLIO OTÁVIO ARAÚJO GALVÃO Cel Av, CPF nº _____, publicado no Boletim Interno do GAP-DF Nº 187, de 27 de setembro de 2018, aqui definido como CONTRATANTE, e a empresa [NOME DA CONTRATADA], localizada na [LOGRADOURO], CEP [CÓDIGO POSTAL], em [CIDADE - ESTADO] aqui definida como CONTRATADA, representada pelo Sr [REPRESENTANTE LEGAL], portador da Carteira de Identidade nº [NÚMERO], e de acordo com o PAG nº PAG 67102.191442/2019-05, e o resultado final da Licitação nº **191442/CABW/2019**, baseados nos princípios da Lei nº 8.666/93, Decreto nº 9.507/2018 e Instrução Normativa SEGES/MPDG nº 5, de 2017, e demais leis relacionadas, decidem firmar este CONTRATO e executar este instrumento, de acordo com os seguintes termos e condições:

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1. DEFINIÇÕES

1.1. Com o objetivo de facilitar a compreensão das terminologias e simplificar a composição do texto, as abreviaturas e expressões a seguir serão adotadas com os seus respectivos significados listados ao lado de cada uma, declarados da seguinte forma:

1.1.1. ANAC: Agência Nacional de Aviação Civil, do Governo Brasileiro.

1.1.2. CABW: Comissão Aeronáutica Brasileira em Washington. Escritório Logístico responsável pela cadeia de suprimento no exterior sediada em Washington.

1.1.3. CELOG: Centro Logístico da Aeronáutica.

1.1.4. COMAER: Comando da Aeronáutica.

1.1.5. COMPREP: Comando de Preparo.

1.1.6. COMREC: Comissão de Fiscalização e Execução de Contratos, constituída por representantes do COMAER, designada para representá-lo, a fim de acompanhar a execução e o recebimento dos serviços objeto do Projeto Básico, junto à CONTRATADA.

1.1.7. CONTRATADA: Empresa fornecedora dos serviços objeto do Projeto Básico, a ser contratada para executá-los.

1.1.8. CONTRATANTE: A União, representada pelo Comando da Aeronáutica, através do Centro Logístico da Aeronáutica.

1.1.9. CONTRATO DE DESPESAS: Para efeito do Projeto Básico, apenas CONTRATO e define-se como: o ajuste que a Administração Pública (CONTRATANTE), agindo nessa qualidade, firma com particular ou outra Entidade Administrativa (CONTRATADA), para contratação dos serviços aeronáuticos ora em pauta e nas condições estabelecidas pela própria Administração Pública.

1.1.10. DOU: Diário Oficial da União.

1.1.11. FAB: Força Aérea Brasileira.

1.1.12. FISCAL: Agente da Administração especialmente designado como seu representante para acompanhar e fiscalizar a execução do instrumento contratual, permitida a contratação de terceiros para assisti-lo e subsidiá-lo de informações pertinentes a essas atribuições nas situações em que o seu conhecimento técnico não seja suficiente para exercê-las.

1.1.13. ICA 65-8: Instrução do Comando da Aeronáutica sobre as Atribuições do Fiscal de Contrato e COMREC.

1.1.14. INVOICE: Documento comercial que formaliza uma operação dos serviços descritos neste Projeto Básico como exterior, contendo quantidade, preço e condições de pagamentos das mercadorias ou dos serviços prestados.



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1.1.15. LEI nº 8.666 – Lei de 21 de junho de 1993, que regulamenta o art. 37, inciso XXI, da Constituição Federal, institui normas para licitações e contratos da Administração Pública e dá outras providências. Estabelece regras ou normas gerais sobre licitações e contratos administrativos pertinentes a obras, serviços, inclusive de publicidade, compras, alienações e locações no âmbito dos Poderes da União, dos Estados, do Distrito Federal e dos Municípios.

1.1.16. PAAI – Procedimento administrativo interno formal composto do registro de todos os atos e da apuração dos fatos administrativos, necessário ao correto esclarecimento e julgamento da Autoridade Competente, permitindo-lhe instruir o devido processo legal, que culmine na aplicação ou não das sanções administrativas previstas na Lei;

1.1.17. PO - PURCHASE ORDER - É uma Ordem de compra no exterior que equivale ao Empenho ou Nota de Empenho no Brasil; a garantia de que existe o crédito necessário para a liquidação de um compromisso assumido; é o primeiro estágio da despesa pública orçamentária..

2. CLÁUSULA – OBJETO

2.1. O objeto deste CONTRATO é a **contratação de horas de treinamento em simulador de voo, com disponibilidade exclusiva aos pilotos do COMAER, na aeronave LEARJET 35, visando atender as necessidades do COMAER**, em conformidade com a Ficha Técnica (Anexo A), conforme condições, quantidades e exigências estabelecidas no PROJETO BÁSICO, Anexo I do Edital.

| Organização Militar | Horas de Treinamento | Quantidade de Pilotos | Aeronave | Categoria | Tipo |
|---------------------|----------------------|-----------------------|------------|-----------|------|
| COMPREP | 132 | 15 | LEARJET 35 | C | DRY |
| COMPREP | IOS COURSE | 8 | LEARJET 35 | | |

2.2. Vale destacar que o treinamento tipo “DRY”, apresentado na Ficha Técnica, significa que a empresa CONTRATADA deverá apenas alugar as horas em simulador, pois os instrutores serão os próprios pilotos do quadro de aviadores da Força Aérea Brasileira, após realizarem o curso de operação do simulador, proporcionado pela CONTRATADA.

2.3. O simulador deve possuir a homologação pela ANAC (Agência Nacional de Aviação Civil), agência reguladora de aviação, que possui um sistema de qualificação de Dispositivos de Treinamento Simuladores de Voo (FSTD – Flight Simulator Training Devices), que tem como objetivo verificar suas características de desempenho e realismo, bem como classificá-lo nas diversas categorias existentes. A qualificação de FSTD é uma atividade baseada em normas técnicas emitidas pelas agências reguladoras da aviação civil, as quais estabelecem parâmetros objetivos e subjetivos de qualidade e realismo. Somente dispositivos com uma certificação atribuída pela ANAC podem ser usados para gerar créditos de horas de voo em treinamento de pilotos, conforme previsto no RBAC 61 (Regulamento Brasileiro de Aviação Civil).



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2.4. Para assegurar a homologação pela ANAC, o LICITANTE poderá verificar sua qualificação através do site da ANAC: <https://www.anac.gov.br/assuntos/setor-regulado/empresas/simuladores-de-voe-fstd/arquivos/Simulador.xls>.

2.5. O FSTD pode ser aprovado como um meio de treinamento em um Programa de Treinamento Operacional de um Operador Aéreo (RBAC 121 ou RBAC 135), Centro de Treinamento de Aviação Civil (RBAC 142) ou em um Programa de Instrução de uma Escola de Aviação Civil (RBHA 141). No caso da COMAER, os FSTD são empregados para treinamentos previstos nos Programas de Elevação Operacional das unidades aéreas subordinadas.

2.6. Para todos os efeitos, este CONTRATO possui os seguintes anexos:

- ANEXO A – PROJETO BÁSICO;
- ANEXO B – PROPOSTA DE PREÇO DA CONTRATADA; e
- ANEXO C – CRONOGRAMA FÍSICO-FINANCEIRO.
- ANEXO D – CÓPIA DO CONTRATO EM PORTUGUES

2.7. Os serviços previstos neste CONTRATO deverão ser fornecidos sob a forma de execução indireta, através de um sistema de empreitada por **preço unitário**, em conformidade com o Projeto Básico.

3. CLÁUSULA – EXECUÇÃO CONTRATUAL

3.1. O CONTRATO deverá ser realizado com base na forma de execução indireta através da empreitada por preço unitário.

4. CLÁUSULA – IDIOMA

4.1. Fica acordado entre as partes que o idioma do presente CONTRATO, com a finalidade de documentação, correspondência, e quaisquer outros interesses será o **Inglês**, com tradução para o Português, que integra o presente contrato conforme Anexo D possuindo o mesmo conteúdo e deverá ser assinado pelas mesmas partes e testemunhas

5. CLÁUSULA – CONDIÇÕES PARA A PRESTAÇÃO DOS SERVIÇOS

5.1. Os serviços devem ser executados pela CONTRATADA conforme descrito neste termo e no PROJETO BÁSICO, Anexo A.

5.2. A CONTRATADA deverá aceitar e manter todas as condições exigidas na habilitação realizada durante o processo de licitação e durante a vigência do presente CONTRATO.

6. CLÁUSULA – OBRIGAÇÕES

6.1. As obrigações da CONTRATANTE e CONTRATADA estão estabelecidas no item 13 PROJETO BÁSICO, no Edital de Licitação e no presente CONTRATO.

7. CLÁUSULA – DISCRIMINAÇÃO DOS SERVIÇOS

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7.1. O CONTRATO deve ser realizado pela CONTRATADA conforme as disposições previstas no presente CONTRATO e no PROJETO BÁSICO.

8. CLÁUSULA – VALOR DO CONTRATO

8.1. O montante máximo total do contrato é de US\$ [VALOR] (VALOR), sendo empenhado inicialmente o valor de US\$ [VALOR] (VALOR), por meio da Nota de Empenho nº [NÚMERO], sendo os restantes US\$ [VALOR] (VALOR), o complemento da Nota de Empenho acima referida.

9. CLÁUSULA – DOTAÇÃO ORÇAMENTÁRIA

9.1. As despesas decorrentes da contratação deverão ser custeadas de acordo com a seguinte classificação orçamentária: **Programa 2058** – Defesa Nacional; **Ação 20XA** – Aprestamento da Aeronáutica; ND 339039 (serviços), conforme preconiza o item 6 do PROJETO BÁSICO, Anexo I do Contrato.

9.2. A informação constante neste item é uma exigência do Governo Brasileiro, tendo apenas finalidade informativa.

10. CLÁUSULA – SUBCONTRATAÇÃO

10.1. Não será admitida a subcontratação do objeto a ser contratado.

11. CLÁUSULA – PRAZOS

11.1. Prazo de Vigência

11.1.1. O prazo de vigência será de 12 meses, contados a partir da data de assinatura do contrato, renovável por até 60 meses, nos termos do inciso II e § 6º do artigo 57 da Lei 8.666/93.

11.1.2. A vigência poderá ultrapassar o exercício financeiro, desde que as despesas referentes à contratação sejam integralmente empenhadas até 31 de dezembro, para fins de inscrição em restos a pagar, conforme Orientação Normativa AGU nº 39, de 13/12/2011.

11.2. Prazo de Execução

11.2.1. O contrato deverá ter prazo de execução de 12 (doze) meses, a contar da data de assinatura do contrato.

11.3. Prazo de Recebimento

11.3.1. Os serviços poderão ser rejeitados, no todo ou em parte, quando em desacordo com as especificações constantes neste Edital e na proposta, devendo ser corrigidos/refeitos/substituídos no prazo fixado pelo fiscal do contrato, às custas da Contratada, sem prejuízo da aplicação de penalidades.

11.3.2. Os serviços serão recebidos definitivamente no prazo de 15 dias, contados da apresentação da nota fiscal, após a verificação da qualidade e quantidade do serviço



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executado e materiais empregados, com a consequente aceitação, mediante termo circunstanciado.

11.3.3. Na hipótese da verificação a que se refere o subitem anterior não ser procedida dentro do prazo fixado, reputar-se-á como realizada, consumando-se o recebimento definitivo no dia do esgotamento do prazo.

11.4. Tempo de Processamento para Pagamento

11.4.1. O prazo de pagamento será de até 30 (trinta) dias corridos contados a partir da data da apresentação do TERMO DE RECEBIMENTO.

12. CLÁUSULA - LOCAL DE EXECUÇÃO

12.1. O local de execução dos serviços será na sede da contratada.

13. CLÁUSULA - ALTERAÇÕES CONTRATUAIS

13.1. O CONTRATO poderá ser alterado unilateralmente pela CONTRATANTE nas seguintes situações:

13.1.1. Quando houver modificação do projeto ou das especificações, para melhor adequação técnica aos seus objetivos.

13.1.2. Quando necessária a modificação do valor contratual em decorrência de acréscimo ou diminuição quantitativa de seu objeto

13.1.3. A CONTRATADA fica obrigada a aceitar, nas mesmas condições contratuais, os acréscimos ou supressões que se fizerem nos serviços, até 25% (vinte e cinco por cento) do valor inicial atualizado do contrato.

13.1.3.1.1. Deduções no montante que exceda ao limite de 25% (vinte e cinco por cento) do valor do CONTRATO somente serão feitas quando ambas as partes estiverem de acordo.

13.2. O CONTRATO poderá ser alterado por acordo entre as partes nas seguintes situações:

13.2.1. Quando necessária a modificação do regime de execução da obra ou serviço, bem como do modo de fornecimento, em face de verificação técnica da inaplicabilidade dos termos contratuais originários;

13.2.2. Quando necessária a modificação da forma de pagamento, por imposição de circunstâncias supervenientes, mantido o valor inicial atualizado, vedada a antecipação do pagamento, com relação ao cronograma financeiro fixado, sem a correspondente contraprestação de fornecimento de bens ou execução de obra ou serviço;

13.2.3. Para restabelecer a relação que as partes pactuaram inicialmente entre os encargos do contratado e a retribuição da administração para a justa remuneração do serviço, objetivando a manutenção do equilíbrio econômico-financeiro inicial do contrato, na hipótese de sobrevirem fatos imprevisíveis, ou previsíveis porém de consequências incalculáveis, retardadores ou impeditivos da execução do ajustado, ou, ainda, em caso de força maior, caso fortuito ou fato do príncipe, configurando álea econômica extraordinária e extracontratual.



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14. CLÁUSULA - ALTERAÇÃO SUBJETIVA

14.1. É admissível a fusão, cisão ou incorporação da CONTRATADA com/em outra pessoa jurídica, desde que sejam observados pela nova pessoa jurídica todos os requisitos de habilitação exigidos neste Edital de Licitação; sejam mantidas as demais cláusulas e condições do Contrato; não haja prejuízo à execução do objeto pactuado e haja anuência expressa da Administração à continuidade do Contrato.

15. CLÁUSULA - AJUSTE DE PREÇOS

15.1. Conforme previsto no art. 65 da Lei nº 8.666/1993, admite-se alterações no contrato, dentro das condições estabelecidas, mantendo sempre a justa remuneração do serviço prestado, respeitado o período de doze meses, a contar da assinatura do contrato, para efetivação da majoração dos valores, objetivando a manutenção do equilíbrio econômico-financeiro inicial do contrato, na hipótese de sobrevirem fatos imprevisíveis, ou previsíveis porém de consequências incalculáveis, retardadores ou impeditivos da execução do ajustado, ou, ainda, em caso de força maior, caso fortuito ou fato do príncipe, configurando álea econômica extraordinária e extracontratual.

15.2. O equilíbrio econômico financeiro será baseado em proposição formal da CONTRATADA e somente após o decurso de 12 meses da assinatura do Contrato.

15.3. O equilíbrio físico-financeiro será precedido de solicitação da CONTRATADA, acompanhado de planilha com a demonstração analítica da variação dos componentes dos custos do contrato, na qual deverão constar a composição do preço atual e a do preço da proposta.

15.4. É vedada a inclusão, de benefícios não previstos na proposta inicial, exceto quando se tornarem obrigatórios por força de instrumento legal, sentença normativa, acordo coletivo ou convenção coletiva.

15.5. Quando da solicitação de equilíbrio econômico financeiro, este somente será concedida mediante negociação entre as partes, considerando-se:

15.5.1. A ocorrência de fato imprevisível, ou previsível porém de consequências incalculáveis retardador ou impeditivo da execução do ajustado e a sua adequada caracterização;

15.5.2. A ocorrência de caso de força maior, de caso fortuito, ou fato do príncipe, configurando álea econômica extraordinária ou extracontratual, a sua adequada configuração;

15.5.3. A demonstração do desequilíbrio, mediante requerimento da contratada contendo duas planilhas de composição dos preços: uma da proposta de preços inicial e outra do preço atual;

15.5.4. O exame econômico da planilha mediante a conferência de cálculos aritméticos para a obtenção do novo preço;

15.5.5. A elaboração da memória de cálculo correspondente;

15.5.6. A análise do novo preço reequilibrado em relação aos preços de mercado;



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15.5.7. A existência de dotação orçamentária para custear uma eventual alteração do preço

15.6. A decisão sobre o pedido deve ser feita no prazo máximo de sessenta dias, contados a partir da solicitação e da entrega dos comprovantes de variação dos custos.

15.7. No caso de equilíbrio econômico-financeiro, será lavrado termo aditivo ao contrato vigente.

15.8. O prazo referido no parágrafo anterior ficará suspenso enquanto a CONTRATADA não cumprir os atos ou apresentar a documentação solicitada pela contratante para a comprovação do desequilíbrio.

15.9. A CONTRATANTE poderá realizar diligências para conferir o desequilíbrio alegado pela CONTRATADA.

15.10. A apresentação da proposta de equilíbrio econômico-financeiro pela CONTRATADA não obriga a aceitação pela CONTRATANTE.

Caso a CONTRATADA não apresente outros índices devidamente justificados, o valor máximo do equilíbrio econômico-financeiro será o corresponderá à variação do CPI (*Customer Price Index, issued by the Bureau of Labor Statistics – BLS – Relativo ao Ministério do Trabalho Norte-Americano*).

16. CLÁUSULA – PAGAMENTO

16.1. O prazo de pagamento será de até 30 (trinta) dias corridos contados a partir da data da apresentação do TERMO DE RECEBIMENTO, acompanhado da Nota Fiscal.

16.2. A fatura será emitida pela CONTRATADA de acordo com os seguintes procedimentos:

16.2.1. A "aprovação" da Nota Fiscal está condicionada ao cumprimento dos serviços descritos na fatura apresentada pela CONTRATADA; e

16.2.2. Em caso de falha na apresentação dos documentos necessários, ou de uma situação que impeça que a fatura seja paga, o pagamento permanecerá suspenso até que a CONTRATADA tome as medidas cabíveis para resolver todas as questões pendentes. Neste caso, o prazo para pagamento contará depois que as pendências forem solucionadas pela CONTRATADA, sem quaisquer custos para a CONTRATANTE.

16.3. A data do pagamento será quando a transferência bancária for processada pelo banco da CONTRATANTE. A CONTRATANTE não será responsável por quaisquer taxas cobradas pela instituição financeira da CONTRATADA.

16.4. A CONTRATANTE não será responsável por quaisquer despesas que possam ser feitas pela CONTRATADA que não foram acordadas no CONTRATO.

16.5. Caso a CONTRATADA deseje receber o pagamento em outra moeda ao invés de Dólares Americanos, esta arcará com quaisquer custos de taxa de câmbio e de outras taxas bancárias porventura existentes.

16.5.1. O pagamento feito em moeda brasileira será efetuado à taxa de câmbio vigente no dia útil imediatamente anterior à data do efetivo pagamento.

17. CLÁUSULA – FISCALIZAÇÃO

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17.1. A FISCALIZAÇÃO deverá ser realizada conforme o que preconiza o item 16 do PROJETO BÁSICO, Anexo A.

18. CLÁUSULA – RECEBIMENTO DO OBJETO

18.1. Os serviços que são objeto deste Contrato devem ser recebidos pela COMREC em conformidade com as especificações estabelecidas no PROJETO BÁSICO, Anexo A.

18.1.1. Todas as propostas, perguntas, discrepâncias e dificuldades encontradas durante a execução do CONTRATO ou que necessitem de uma avaliação devem ser apresentadas à FISCALIZAÇÃO, para apreciação do Chefe da CABW.

19. CLÁUSULA – CASOS FORTUITOS E FORÇA MAIOR

19.1. Eventos imprevisíveis ou de força maior devem ser comunicados por escrito ao Diretor do CELOG, por meio da FISCALIZAÇÃO, de modo que ele possa decidir o curso de ação apropriado, desde que tenha sido comprovado que tais eventos afetem os serviços/materiais fornecidos em consonância com o objeto do presente CONTRATO.

19.2. Para os fins a que se destinam o presente CONTRATO, os eventos serão considerados imprevisíveis ou de força maior, caso se encaixem na descrição legal prevista no parágrafo único do art. 393 do Código Civil Brasileiro, ou nos termos do inciso II, §1º, art. 57 da Lei nº 8.666/93.

20. CLÁUSULA – PENALIDADES E SANÇÕES ADMINISTRATIVAS

20.1. As penalidades e sanções administrativas estão preconizadas no item 17 do Projeto Básico, Anexo A.

21. CLÁUSULA – VINCULAÇÃO

21.1. Este CONTRATO fica condicionado ao Edital nº 191442/CABW/2019, e à Proposta de Preço da CONTRATADA, apresentada pela empresa [NOME DA EMPRESA] para a CABW.

22. CLÁUSULA – RESCISÃO

22.1. De acordo como disposto no Art. 78 da Lei nº 8.666/93, as seguintes situações se constituem em motivos suficientes para cancelar o presente CONTRATO:

22.1.1. O não cumprimento de cláusulas contratuais, especificações, projetos e prazos;

22.1.2. Cumprimento irregular de cláusulas contratuais, especificações, projetos e prazos;

22.1.3. A lentidão do seu cumprimento, levando a CONTRATANTE a comprovar a impossibilidade da conclusão dos serviços nos prazos estipulados;

22.1.4. Atraso injustificado no início dos serviços;

22.1.5. A paralisação do serviço, sem justa causa e prévia comunicação à Administração;



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22.1.6. A subcontratação total ou parcial do seu objeto, a associação da CONTRATADA com outrem, a cessão ou transferência, total ou parcial, bem como a fusão, cisão ou incorporação, não admitidas no Edital de Licitação e neste CONTRATO;

22.1.7. O não atendimento das determinações regulares da autoridade designada para acompanhar e fiscalizar a sua execução, assim como as de seus superiores;

22.1.8. O cometimento reiterado de faltas na sua execução, anotadas na forma do §1º do art. 67 da Lei 8.666/93;

22.1.9. Decretação de falência ou a instauração de insolvência civil;

22.1.10. Dissolução da sociedade ou o falecimento do contratado;

22.1.11. Alteração social ou a modificação da finalidade ou da estrutura da CONTRATADA, que prejudique a execução do CONTRATO;

22.1.12. Razões de interesse público, de alta relevância e amplo conhecimento, justificadas e determinadas pela máxima autoridade da esfera administrativa a que está subordinada a CONTRATADA, exaradas no processo administrativo do respectivo CONTRATO;

22.1.13. A suspensão dos serviços, por ordem escrita da CONTRATANTE, por prazo superior a 120 (cento e vinte) dias, salvo em caso de calamidade pública, grave perturbação interna ou guerra, ou ainda por repetidas suspensões que totalizem o mesmo prazo. Além do pagamento obrigatório de indenização à CONTRATADA, esta também tem o direito nestes casos de suspender o cumprimento de suas obrigações até que a normalidade seja alcançada;

22.1.14. O atraso superior a 90 (noventa) dias úteis dos pagamentos devidos pela CONTRATANTE decorrentes dos serviços, fornecimento e obras já recebidos ou executados, salvo em caso de calamidade pública, grave perturbação da ordem interna ou guerra. A CONTRATADA terá o direito de suspender o cumprimento das suas obrigações até que a normalidade seja alcançada;

22.1.15. Falha da CONTRATANTE em disponibilizar as instalações ou o objeto para a realização de serviços dentro dos prazos estabelecidos;

22.1.16. Casos fortuitos ou de força maior que impeçam a execução do CONTRATO, que deve ser devidamente demonstrado; e

22.1.17. Descumprimento do disposto no inciso V, art. 27 da Lei nº 8.666/ 93, sem prejuízo das sanções penais cabíveis.

22.2. A rescisão será formalmente registrada sob a lei, com os direitos ao devido processo legal e ampla defesa assegurados.

22.3. A rescisão deste CONTRATO poderá ser:

22.3.1. Decidida unilateralmente e por escrito pela CONTRATANTE nos casos listados nos itens 22.1.1 a 22.1.12 e 22.1.16 desta cláusula;

22.3.2. A rescisão do CONTRATO também ocorrerá na suspensão pela Administração de serviços resultando em ajustes do montante inicial do CONTRATO até o limite de 25% (vinte e cinco por cento), sem responsabilidade da CONTRATADA;

22.3.3. Amigável, por acordo entre as partes, reduzida a termo aditivo ao CONTRATO,



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desde que conveniente para a CONTRATANTE; e

22.3.4. Judicialmente, nos termos da legislação aplicável.

22.4. A CONTRATADA será restituída das perdas incorridas, desde que possa demonstrá-las, a respeito da rescisão do CONTRATO com base nos itens 22.1.12, 22.1.13, 22.1.14, 22.1.15 e 22.1.16 de acordo com esta cláusula, tendo o direito à:

22.4.1. Pagamentos devidos pela execução do CONTRATO até a data da rescisão; e

22.4.2. Pagamento do custo da desmobilização.

22.5. A rescisão administrativa ou amigável deve ser precedida de autorização por escrito e bem fundamentada pela autoridade competente.

22.6. Quaisquer créditos decorrentes do CONTRATO serão retidos até ao limite das perdas causadas à CONTRATANTE, além das sanções previstas neste CONTRATO.

22.7. O Termo de Rescisão deve incluir:

22.7.1. Avaliação dos serviços contratuais prestados e aqueles que foram totalmente concluídos;

22.7.2. Lista de pagamentos efetuados e pagamentos devidos; e

22.7.3. Indenizações e multas.

23. CLÁUSULA – FORO

23.1. Este CONTRATO será elaborado e interpretado de acordo com os princípios da Lei nº8.666/93, e será regido e executado de acordo com as leis do Distrito de Columbia, incluindo o *Uniform Commercial Code*, tal como adotado no Distrito de Columbia, sem levar em conta qualquer escolha de lei ou conflito de leis e doutrinas que possam ser aplicadas. A Convenção das Nações Unidas sobre Contratos para a Venda Internacional de Bens não terá aplicação a este CONTRATO.

23.2. As partes acordam em fazer uma tentativa diligente, de boa fé para resolver amigavelmente todas as disputas antes que qualquer uma das partes inicie litígios nos termos da presente Cláusula 22 (Cláusula de Rescisão Contratual) deste CONTRATO.

23.3. Quaisquer controvérsias ou reclamações decorrentes ou relacionadas a este CONTRATO, como uma violação do mesmo, devem ser apresentadas ao Superior Tribunal do Distrito de Columbia ou do Tribunal Distrital dos Estados Unidos no Distrito de Columbia, jurisdição exclusiva para o envio dos reclames pelas partes.

24. CLÁUSULA – NOTIFICAÇÕES E CORRESPONDÊNCIAS

24.1. Toda as correspondências, relatórios e notificações decorrentes da execução do presente CONTRATO devem ser feitas por escrito e só serão consideradas recebidas pela CONTRATANTE e CONTRATADA, devendo ser entregues nos endereços indicados abaixo, por uma parte à outra parte ou de quaisquer outros endereços que possam se comunicar, durante a vigência do presente CONTRATO.

MILITAR / Posto
FISCAL DO CONTRATO

MILITAR / Posto
Agente de Controle Interno da CABW



-----MINUTA-----

PARTE CONTRATANTE:

A UNIÃO FEDERAL, POR MEIO DO COMANDO DE PREPARO - COMPREP

shis qi 05 Área Especial 12 – Lago Sul – Brasília-DF, Brasil

CEP: 71615-600

Fone: +55 (62) 3329-7946

Fax: +55 (61) 3361-8900

E-mail: protocolo.comprep@fab.mil.br

PARTE CONTRATADA:

Nome da CONTRATADA

Attn: Sr. /Sra. Nome do Representante Legal

ENDEREÇO:

Fone:

Fax

E-mail:

25. CLÁUSULA - SUSTENTABILIDADE

25.1. Qualquer instalação, equipamento ou processo, situado em local fixo, que libere ou emita matéria para a atmosfera, por emissão pontual ou fugitiva, utilizado na execução contratual, deverá respeitar os limites máximos de emissão de poluentes admitidos na Resolução CONAMA nº 382, de 26/12/2006, e legislação correlata, de acordo com o poluente e o tipo de fonte, se estiver localizada no Brasil, ou legislação correlata, se estiver localizada no exterior.

25.2. Na execução contratual, conforme o caso, a emissão de ruídos não poderá ultrapassar os níveis considerados aceitáveis pela Norma NBR-10.151 – Avaliação do Ruído em Áreas Habitadas visando o conforto da comunidade, da Associação Brasileira de Normas Técnicas - ABNT, ou aqueles estabelecidos na NBR-10.152 – Níveis de Ruído para conforto acústico, da Associação Brasileira de Normas Técnicas – ABNT, nos termos da Resolução CONAMA nº 01, de 08/03/1990, ou legislação correlata, se estiver localizada no exterior.

25.3. Nos termos do artigo 4º, § 3º, da Instrução Normativa SLTI/MPOG nº 1, de 19/01/2010, ou norma pertinente à respectiva localidade de operação/manutenção da aeronave, deverão ser utilizados, na execução contratual, agregados reciclados, sempre que existir a oferta de tais materiais, capacidade de suprimento e custo inferior em relação aos agregados naturais, inserindo-se na planilha de formação de preços os custos correspondentes.

26. CLÁUSULA – NÚMERO DE CÓPIAS

26.1. Fica acordado que este CONTRATO será emitido em duas (2) vias, com igual teor e forma, como se segue:

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Agente de Controle Interno da CABW



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- 26.1.1.** (Uma) original para a CONTRATANTE; e
26.1.2. (Uma) original para a CONTRATADA.

26.2. Em testemunho do que, as partes assinam este Contrato em 2 (duas) vias de igual teor, na presença das testemunhas subscritas abaixo.

Washington DC, [DATA] de [MÊS] de [ANO].

Para a CONTRATANTE:

MINUTA/DRAFT

Célio Otávio Araújo Galvão Cel Av
Ordenador de Despesas do COMPREP

Para a CONTRATADA:

NAME

TESTEMUNHAS DA CONTRATANTE:

MINUTA/DRAFT

Sérgio Leibnitz Toscano de Almeida Cel Int
Agente de Controle Interno

MINUTA/DRAFT

NAME
Fiscal do Contrato

TESTEMUNHA DA CONTRATADA:

NOME:ID nº

MILITAR / Posto
FISCAL DO CONTRATO

MILITAR / Posto
Agente de Controle Interno da CABW



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ANEXO B

PROPOSTA DA CONTRATADA

(Conforme Fls. ____ - ____)

MILITAR / Posto
FISCAL DO CONTRATO

MILITAR / Posto
Agente de Controle Interno da CABW



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ANEXO C

CRONOGRAMA FÍSICO-FINANCEIRO

(Conforme Fl. ____)

MILITAR / Posto
FISCAL DO CONTRATO

MILITAR / Posto
Agente de Controle Interno da CABW



Price Proposal – Annex IV

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

E-mail Address

| | |
|--|--|
| | |
|--|--|

Phone Number

Fax Number

| | |
|--|--|
| | |
|--|--|

Company's Name

| |
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The above identified company through its accredited representative makes a proposal of **GLOBAL PRICE flight simulator training hours** with availability exclusively to the COMAER pilots, in the LEARJET 35 aircraft, aiming to fulfill the COMAER needs, in accordance with terms, quantities, and other applicable requirements established in the BASIC PROJECT, Annex I of Invitation for Bid **191442/CABW/2019**.

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, insurance, 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 191442/CABW/2018 . | (place initial) |
| 4- | The flight simulator offered incorporates the autopilot system FC-530 | (place initial) |

Part 3 Bank Information

Bank Name:

| |
|--|
| |
|--|

Branch:

Checking Account:

| | |
|--|--|
| | |
|--|--|

Other:

| |
|--|
| |
|--|



Price Proposal – Annex IV

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

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Part 4 Price Proposal

| AIRPLANE | MAXIMUM AMOUNT OF HOURS | UNIT PRICE | TOTAL PRICE |
|---|-------------------------|------------|-------------|
| LEARJET 35 CATEGORY C AUTOPILOT SYSTEM FC-530 | 132 | US\$ | US\$ |
| IOS | MAXIMUM AMOUNT | UNIT PRICE | TOTAL PRICE |
| Simulator Operators Training (IOS)* | 8 | US\$ | US\$ |
| GLOBAL PRICE** | | | US\$ |

**The GLOBAL PRICE must be achieved by adding the total price for the instruction of 8 people on SIMULATOR OPERATORS TRAINING and the TOTAL PRICE of the FLIGHT SIMULATOR training for 132 hours.

* The Bidder may offer cost zero for Simulator Operators Training (IOS)

Part 5 Authentication

Representative printed name

Representative signature

Date of signing

| | |
|----------------------|----------------------|
| <input type="text"/> | <input type="text"/> |
|----------------------|----------------------|