

BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON D.C.

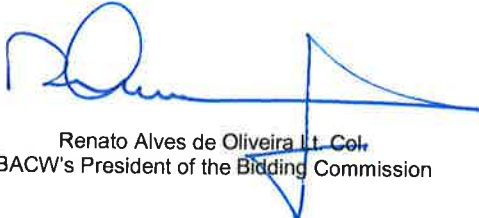


**2nd REPUBLISHING OF INVITATION FOR BID 184146/BACW/2018
PAG 67102.184146.2018-69**



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Renato Alves de Oliveira Lt. Col.
BACW's President of the Bidding Commission



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

**REPUBLISHING OF INVITATION FOR BID 184146/BACW/2018
PAG 67102.184146.2018-69**

Legal Basis. The 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 Bid, in the sub-contracting category ['execução indireta'], based on **LOWEST TOTAL PRICE PER MODULE**, in accordance with this Invitation for Bid and its Attachments. The proposals submitted to the BACW shall be interpreted, evaluated and judged according to the principles in articles 3 and 123 of Law N° 8.666/93 (Brazil), pertaining to legality, impartiality, morality, equality and transparency.

Date of Delivery and Opening of Envelopes	November 6 th 2019
Time	8:00 a.m. (U.S. Eastern Standard Time)

Address:	1701 22nd St N.W. Washington DC .20008	Telephone:	(202) 483-4031
		Fax:	(202) 483-4684
		Email:	con@cabw.org

Accreditation:	November 21 st 2019
Time:	08:00 a.m. (U.S. Eastern Standard Time)

OBJECT

1.1. Hiring of a specialized company to perform the services described below, in accordance with Basic Project Plan 22/MAT/2019, Attachment I, with a 12-month valid period, which may be renewed up to a maximum of 60 (sixty) months)

1.1.1. Module 1: Hiring of a company to perform **maritime transport of non-dangerous goods** from the BACW's warehouse (4601 Beech Road, Temple Hills, Maryland, 20748, USA) to the **Port of Santos**, located in the State of São Paulo, Brazil, in maritime modality, per INCOTERM 2010, DAT, in 40-foot-high, 'High Cube' Containers (40HC)- FULL CONTAINER LOAD (FCL). The estimated quantity for 12 months shall be 80 (eighty) units;

1.1.2. Module 2: Hiring of a company for the maritime transportation of **dangerous goods**

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from the BACW's Warehouse to the **Port of Santos**, located in the State of Sao Paulo, per INCOTERM 2010, DAT, in 40 feet-high, 'High Cube (\$ HC) container- FULL CONTAINER LOAD. The estimated quantity for 12 months shall be 50 (fifty) units

1.1.3. Module 3: Hiring of a company for the maritime transportation of **non-dangerous goods** from the BACW's Warehouse to the **Port of Rio de Janeiro**, located in the State of Rio de Janeiro, Brazil, per INCOTERM 2010, DAT modality, in 40 feet-high, 'High Cube (\$ HC) container- FULL CONTAINER LOAD. The estimated quantity for 12 months shall be 10 (ten) units

1.1.4. Module 4: Hiring of a company for the maritime transportation of **dangerous goods** from the BACW's Warehouse to the **Port of Rio de Janeiro**, located in the State of Rio de Janeiro, Brazil, per INCOTERM 2010, DAT modality, in 40 feet-high, 'High Cube (\$ HC) container- FULL CONTAINER LOAD. The estimated quantity for 12 months shall be 10 (ten) units.

The total estimated contract amount shall be **US\$ 433,883.40**, per breakdown below:

Module	ESTIMATED DEMAND (12 MONTHS)	TOTAL ESTIMATED AMOUNT
MODULE 1	80 (eighty) containers;	USD 229,214.40
MODULE 2	50 (fifty) containers;	USD 145,509.00
MODULE 3	10 (ten) containers;	USD 28,486.67
MODULE 4	10 (ten) containers;	USD 30,673.33
TOTAL ESTIMATED AMOUNT		USD 433,883.40

1.2. The estimated amount for 12 months of service provision, respectively for the above modules, is based on the services performed in recent activities and prospective future demand. Payment to the CONTRACTED PARTY shall only occur after services are actually rendered, within the contractually established timeframe

1.3. For all purposes, this Bid includes the following attachments:

ATTACHMENT I – BASIC PROJECT PLAN

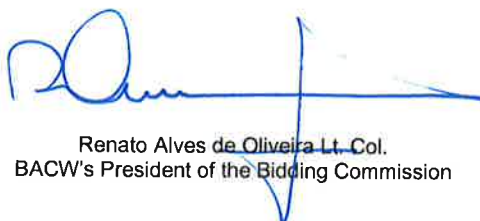
ATTACHMENT II – PRICE PROPOSAL TEMPLATE

ATTACHMENT III – CONTRACT DRAFT

1.4. The services contemplated by of this Invitation for Bid shall be provided via indirect execution ('execução indireta'), based on the lowest total price per module, as per the ranking criterion in **ATTACHMENT I- THE BASIC PROJECT PLAN.**

2. PARTICIPATION REQUIREMENTS

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



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

- 2.2.1.** Bankruptcy, judicial reorganization or extra-judiciary reorganization;
- 2.2.2.** Company dissolution or liquidation;
- 2.2.3.** 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;
- 2.2.4.** Suspension from participating in bids with the Brazilian Federal Government;
- 2.2.5.** Declaration of unfitness to enter into an agreement with the Public Administration (Brazil);
- 2.2.6.** Companies forming a Consortium or Joint Venture, or those participating separately in a bid, or companies controlled by- or exercising control over- another organization participating in the bidding process.

3. QUALIFICATION/ACCREDITATION

3.1. The bidder, or its legal representative, must provide personal identification to the Bidding Commission (CPL), and at the time and place shown below 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).

3.1.1. 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.

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

3.2.1. In the company documents or sole proprietorship registration details, there must appear the authority of the bidder representative to represent the bidder before third parties.

3.2.2. 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.

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

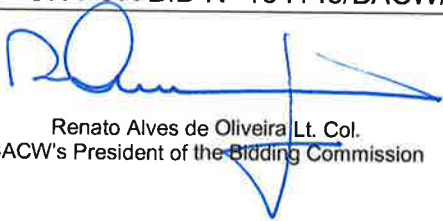
4. ENVELOPES CONTAINING QUALIFICATION DOCUMENTS AND PRICE PROPOSALS

4.1. Each bidder must submit two envelopes, one containing the qualification documents, and the other the price proposals.

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

4.3. Bidders are encouraged to use the following label template to identify their envelopes:

ENVELOPE Nº 01 – QUALIFICATION DOCUMENTS
BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON
INVITATION FOR BID Nº 184146/BACW/2018


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COMPANY NAME

ENVELOPE Nº 02 –PRICE PROPOSAL
BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON
INVITATION FOR BID Nº. 184146/BACW/2018
COMPANY NAME

4.4. O ENVELOPE Nº 01 – QUALIFICATION DOCUMENTS and ENVELOPE Nº 02 –PRICE PROPOSAL must be included in a larger envelope, sealed and addressed to the **BIDDING COMMISSION**. The Bidder's name and address must appear in the upper left-hand corner of the envelope and include the Bid Number, as well as the open session time and date, per the following template:

C/O BIDDING COMMISSION – BID # 184146_/BACW/2018
BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON
1701 22nd Street N.W. Washington, DC 20008

SESSION ON November 21st 2019 at 08:00 a.m.
(US Eastern Standard Time)

4.4.1. The envelope may be sent by post or other similar mailing service, with a tracking number and receipt confirmation. The envelope must be delivered by the beginning of the open session at **8 a.m.** (US Eastern Standard Time) on the date of **November 21st 2019**.

- a.** Bidders are encouraged to advise tracking number- ahead of open session time- for the envelopes sent to the Bidding Commission, via email con@cabw.org.
- b.** Envelopes delivered late to the Bidding Commission due to delivery problems or inaccurate identification shall not be taken into consideration.
- c.** The BACW does not accept responsibility for inaccurate envelope identification.
- d.** If the envelop is sent by mail, the bidder must include the number of the Invitation for Bid on the outside of the envelope, to allow for proper identification of the package upon arrival at the BACW (Note: Some delivery services also allow for inclusion of the Bid Number in the REFERENCE field).

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

5. QUALIFICATION (ENVELOPE Nº 01)

5.1. Bidders shall submit the following documents in their **QUALIFICATION ENVELOPE**.

5.2. LEGAL QUALIFICATION:

5.2.1. Submit proof of **Federal Tax identification number** (e.g. national registry of legal entities- CNPJ [Brazil]), Federal Identification Number (FEIN), Tax ID Number (TIN);

5.2.2. Submit the Company's **Basic Commercial License** or other evidence of competent authorization to operate within the jurisdiction, issued by the competent Government Agency;

5.2.3. Submit the following Company Documents: **Certificate of Incorporation or Charter**

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Document, Articles of Organization, By-Laws or other similar organizational documents;

5.2.4. Submit a **Liability Insurance Certificate** for the company (i.e. proof of insurance).

5.3. Given the complexity of the transport modality, as well as of the guarantee pertaining to the integrity and safety of the publicly owned commodity, for the execution of the services contemplated in Modules 1 through 5, **TECHNICAL QUALIFICATION** must be obtained by the bidder, to include the documents detailed below, issued by public or private entities or trade organizations of equal standing and competence:

5.3.1. Original statement issued by the Bidder, confirming it has the following (**MÓDULES 1 through 4**):

- a. An Integrated Management System, to perform management and oversight of services;
- b. Staff- within its professional cadre- in charge of quality, as well as technical employees- in adequate numbers- to ensure execution of service;
- c. Safety Management System for the occupational safety and security of its collaborators, per US labor laws.

5.3.2. Original statement -issued by the Bidder- confirming it has never been cited in administrative or legal proceedings, in Brazil or the USA, within the last 5 (five) years, due to violation of custom and commercial laws pertaining to import and export (**MODULES 1 through 4**).

5.3.3. Original Statement issued by the Bidder or Copy of its DDTC Registration Certificate, allowing it to handle USML materials (**MODULES 1 through 4**)

5.3.4. Original statement issued by a third party (logistic operator, privately owned company or public entity) confirming that the bidder has already performed an activity which is relevant to -and compatible with- the characteristics (maritime transport of non-dangerous goods) of the service described in the module (**MODULES 1 and 3**).

5.3.5. Original statement issued by a third party (logistic operator, privately owned company or public entity), confirming that the bidder has already performed an activity which is relevant to -and compatible with- the characteristics (maritime transport of dangerous goods) of the service described in the (**MODULES 2 and 4**).

5.3.6. Original statement issued by the Bidder confirming that it owns a license to handle the material acquired via FMS (**MODULES 1 through 4**)

5.3.7. Submission of a copy of its registration certificate with the US CENSUS BUREAU, to operate AES.

5.3.8. Original statement issued by a third party (logistic operator, privately owned company or public entity), confirming that the bidder has already performed an activity which is relevant to -and compatible with- the characteristics (customs clearance for air and maritime freight) of the service described in the module. (**MODULE 5**).

5.4. The required certificates and/or statements must be valid, if an expiration date applies.

5.5. Proof that the required documents have been sent shall not be accepted in lieu of the documents required per this Invitation for Bid and its Attachments:

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6. TECHNICAL, LOGISTIC AND PRICE PROPOSAL – ENVELOPE N° 02

6.1. The proposal, which shall be type-written in English must be clear, without corrections or erasures, duly signed and dated, with all its pages initialed by the bidder representative, in accordance with the Basic Project Plan (Attachment I) and the template provided in Attachment II to this Invitation for Bid. The proposal must include:

6.1.1. In preparing its Price Proposal, the Bidder must be aware of the following instructions:

a. 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, 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 this bid and or which are necessary for the fulfillment of the future contract.

b. All information provided by the bidder must fully reflect the costs and profit margin of the undertaking.

c. Costs identified as financing or other such non-specific terms shall not be accepted in the price proposal

d. The quotas and taxes referenced by the BIDDERS may not exceed the limits established by the applicable tax legislation.

6.2. Under no circumstance must the content of the proposals be modified, with regard to price, 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 material errors, without substantially altering the content or referenced terms and conditions, and provided that they do not adversely affect other bidders.

6.3. Mistakes in the preparation of the proposal shall not automatically result in disqualification, when it is possible to make adjustments, without increasing the prices offered, and by proving that the amounts are sufficient to cover all Contract Costs.

6.3.1. If any mistakes are encountered, the Bidding Commission shall request clarification to ensure that any adjustments made thereafter do not cause an increase in Contract costs.

6.3.2. Any change to the proposal must be recorded accordingly in the meeting minutes for the open session.

6.4. Modifications addressed by the above item must be submitted to the Bidding Commission for review.

6.5. The Bidding Commission may proceed to correct the highlighted errors or may require that the Bidder submit a corrected proposal. No complaints concerning the proposals shall be accepted after they have been entered into the Meeting Minutes.

6.6. After the qualification [phase] is concluded, it is not possible to withdraw a proposal, unless due to unforeseen facts, accepted as such by the Bidding Commission.

6.7. The bid shall be ratified based on lowest price after the qualification phase is concluded, and price proposals are ranked.

6.8. PRICE PROPOSALS must be typed in English, and prices must be submitted in US Dollars.

6.9. The maximum estimated contract amount is US\$433,883.40

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7. PROCEDURE FOR OPENING ENVELOPES

7.1. At the time, date and place indicated in this Bid, in an open session, with all bidders present, the Bidding Commission shall receive the sealed envelopes (item 5.2) containing **Envelopes N° 01 and N° 02**, thus starting the open session.

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

7.2. Once the deadline for submitting the 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.

7.3. After identifying the Bidders, the Bidding Commission shall proceed to open Envelopes n° 01 –Qualification Documents.

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

7.4. Bidder qualification shall be verified, in accordance with the terms of this Invitation for Bid.

7.4.1. 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 of the new meeting.

a. Considering the situation described in item 7.4.1, all qualification documents, after initialing and Envelopes N° 2 – Price Proposals, initialed by the bidders present and by the members of the Bidding Commission, shall be kept by the Bidding Commission until the qualification phase is completed.

7.5. Disqualified bidders shall have their Envelopes n° 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.

7.6. After analyzing the qualification documents, a 5 (five)-business day timeframe shall be granted for the bidders to enter any appeals. Once this timeframe is concluded, and the Bidding Commission has deliberated on the matter, a new meeting shall be scheduled to open the envelopes containing the price proposals.

7.6.1. In exceptional circumstances, the opening of proposals may occur at the same meeting, in the following cases:

a. If all Bidders are present and waive their right to appeal

b. If the Bidding Commission consults the candidates who are not present at the meeting, and they should waive their right to appeal.

7.7. Should one or more bidders not waive their right to appeal during the Qualification Phase, Envelopes n° 2 (Price Proposals) shall be initialed by the remaining bidders and kept safe until a new deadline for the opening is set.

7.8. After completing the qualification phase and opening all proposals, bidders may not be disqualified for any reason associated with the qualification phase, except in case of unforeseen circumstances, or circumstances which became known after proposal ranking.

7.9. After concluding the qualification phase, the Bidding Commission shall open Envelopes n. 02- PRICE PROPOSALS.

7.9.1. The content of the envelopes shall be initialed by the members of the Bidding Commission and by the representative of all Bidders present:

7.10. The Bidders' Price Proposals shall be ranked based on the criteria established in this Invitation for Bid

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7.11. If all bidders are disqualified based on their qualification documents, the Bidding Commission may establish an 8 (eight) business day term, for the delivery of new qualification documentation to the Bidding Commission.

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

8. REVIEW OF QUALIFICATION DOCUMENTS

8.1. Bidders shall be disqualified if:

8.1.1. They submit documents required by this Bid Invitation which have already expired and/or have not been properly updated and/or do not comply with the requirements of this Invitation for Bid.

8.1.2. They should include the Price Proposal in Envelope nº 01.

8.2. Bidders shall be notified of their qualification or disqualification via publication on the BACW website, as well as through receipt of Meeting Minutes via email, to the accredited representative's address. If the bidders or their representatives are present in the open session in which the decision was finalized, this will be noted in the meeting minutes and count as formal notification.

9. REVIEW OF PRICE PROPOSALS

9.1. The criterion for reviewing price proposals will be **LOWEST TOTAL PRICE PER MODULE**. A winning bidder shall be selected individually for every module, based on the lowest price submitted for that specific module.

9.2. Bidders shall be **DISQUALIFIED** if:

9.2.1. They do not comply with item 7 this invitation for Bid;

9.2.2. There is a mistake, or the text is illegible or contains errors which complicate review;

9.2.3. There is a non-conformity with the requirements contained in this Invitation for Bid or in the Basic Project Plan

9.2.4. If they include advantages which are not mentioned in the Invitation for Bid, such as subsidized financing

9.2.5. They quote a **LOWEST TOTAL PRICE PER MODULE** which exceeds the estimated costs set forth in the **Basic Project Plan, Attachment I**;

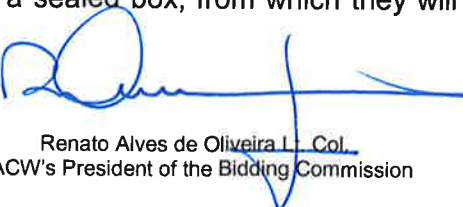
9.2.6. They present unrealistic prices, meaning their viability cannot be adequately demonstrated, through documentation, proving the prices are consistent with market prices and that the productivity is aligned with the performance of the present object;

a. In such circumstances, the bidder shall have **5 (five) business days** to prove the viability of the prices quoted in the proposal per the terms of article 48, Law N°8.666/93, under penalty of disqualification.

9.3. If there is an indication of unrealistic prices in the proposal, or if further details are necessary, Bidding Commission may submit a request for clarification ('diligences') in accordance with article 43, § 3º of Law N° 8.666/93 Brazil)

9.4. If the Price Proposal does not comply with the above requirements, the respective Bidder shall be disqualified and the remaining Bidders shall be ranked [in descending order], **from the lowest to the highest total price per module**.

9.4.1. In case of a tie between proposals, a draw will be conducted. The names of the tied bidders shall be placed in a sealed box, from which they will be extracted and classified



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based on the order in which they were drawn

9.4.2. After thirty minutes the draw will be conducted regardless of whether the companies or their representatives are present;

9.5. Bidders shall be notified of the outcome of the bid via publication on the BACW website, or via email to the credentialed representatives of the bidders whose proposals were opened.

9.5.1. If the Bidder or the bidder representative is present at the Bid open session in which the decision was taken, this notification shall occur in person with the Bidder, and be duly recorded in the Meeting minutes.

10. BID AWARD AND RATIFICATION.

10.1. The bidding process shall be submitted to the competent authority, which shall proceed to award the bid and ratify the object of the bid awarded to the winning bidder

10.2. The bid shall be awarded to the bidder(s) offering the **LOWEST TOTAL PRICE PER MODULE.**

11. CONTRACT

11.1. 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 Attachment 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.

11.1.1. The provisions in the previous sub-item may be extended by an additional period of 5 (five) business days, if so requested by the CONTRACTED PARTY and approved by the Administration (BACW) at its sole discretion.

11.2. The Administration (BACW) shall have the option of contacting other bidders, if the winning bidder does not sign the CONTRACT, per established terms and timeframes, according to the ranking order. It may do so at the same terms and conditions offered by the winning bidder, including as pertains to updated prices, per the conditions set forth in the Invitation for Bid.

11.3. Upon signing the CONTRACT, the CONTRACTED PARTY expresses its agreement with the BASIC PROJECT PLAN.

11.4. 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.

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

12. SUBCONTRACTING

12.1. If subcontracting become necessary, the following recommendations must be followed.

12.1.1. Subcontracting may be authorized by the Commanding Officer of the BACW, through the MONITOR

12.1.2. The subcontracted party must prove that it possesses the technical ability required to perform the services, although the CONTRACTED PARTY will retain responsibility for the quality of the services.



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12.1.3. In case of subcontracting, the CONTRACTED PARTY will be responsible for the full performance of the Contract, as well as for the oversight and coordination of the subcontracted party's activities, in addition to being answerable to the CONTRACTING PARTY for the terms and conditions associated with the object of the sub-contracting arrangement

13. TIMELINES

13.1. Validity Term

13.1.1. The validity term for the contract shall be **12 (twelve) months**, starting from the date of its signature, to include its execution, acceptance and payment term established.

Validity may be extended through an agreement between the parties for an additional 12 months, if it is in the CONTRACTING PARTY's best interest, up to an upper limit of 60 months, per the agreement established in Article 57, section II of Law N° 8.666/93.

13.2. Beginning of Service Execution

13.2.1. The contractual execution period shall start after the CONTRACTED PARTY receives a SERVICE ORDER with the Chief of the BACW's signature

13.3. Contract Extension

13.3.1. The CONTRACTED PARTY does not have the right to unilaterally extend the Contract. The Contract may only be extended through an agreement between the parties via a signed Amendment.

14. FINANCIAL GUARANTEE

14.1. Delivery of a financial guarantee shall be required of the CONTRACTED PARTY, in the minimum amount of **5% (five per cent)** of total contract amount, within 10 (ten) calendar days of CONTRACT signature, in order for the Service Request to be signed. The CONTRACTED PARTY shall issue a financial guarantee, in US Dollars (USD), as follows:

14.1.1. ILOC – Irrevocable Letter of Credit, payable on demand, issued by a top-grade bank;
or

14.1.2. Performance Bond, acceptable in form and substance to the CONTRACTING PARTY, at its reasonable discretion.

14.2. The Financial Guarantee must be valid throughout CONTRACT validity.

14.3. Any guarantee which fails to cover all possible risks and damages associated with Contract Execution shall not be accepted.

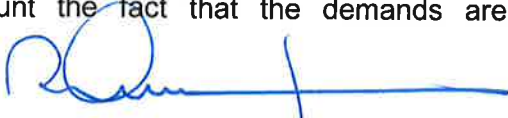
14.4. If the guarantee amount is used, in full or in part, the CONTRACTED PARTY shall replenish the respective amount within 5 (five) business days from receipt of notification.

14.5. After CONTRACT termination, further to issue of the last Final Acceptance Certificate, and verification that all CONTRACTED PARTY obligations have been fulfilled completely, the guarantee shall be released and returned.

15. CHANGES TO THE CONTRACT

15.1. In accordance with Article 65, §1º, of Law N° 8.666/93 (Brazil), the CONTRACTED PARTY is legally bound to accept, at the same terms and conditions, any changes involving an increase or decrease in services of up to 25% (twenty-five percent) of total original CONTRACT amount.

15.1.1. Taking into account the fact that the demands are estimated due to the


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characteristics of the object of this Contract, quantitative decreases exceeding 25 (twenty-five) percent of the Contract amount may occur during the performance of the contract, at the BACW'S discretion

15.1.2. The increases and decreases must be calculated based on the original transportation amounts, or on the amounts for the services to be rendered according to this Contract, as the case may be, without any time of compensation.

16. PRICE ADJUSTMENT

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

16.2. In all renegotiations following the first, the annual term shall be counted from the last completed renegotiation.

16.3. Renegotiations shall be preceded by a request from the contracted party, supported by an analytical demonstration for cost alteration, via the submission of a cost table and price formation, as well as the new agreement or collective stipulation on which the renegotiation is based.

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

16.5. If an adjustment is requested, it shall only be granted through negotiation between the parties, considering:

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

16.5.2. The peculiarities of the contract in effect;

16.5.3. New agreement or collective stipulation of professional categories;

16.5.4. New table showing cost variation;

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

16.5.6. The CONTRACTED PARTY'S budget availability.

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

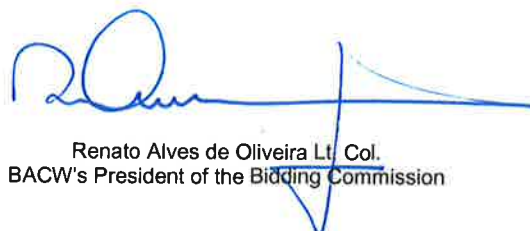
16.7. In case of renegotiation, an amendment to the existing contract shall be drawn.

16.8. The timeline in the above paragraph shall be suspended until the contracted party fulfills its tasks or delivers the documentation requested by the contracted party to prove cost variation.

16.9. The CONTRACTING PARTY may submit requests for clarification to verify cost variation claimed by the contracted party.

16.10. The submission of a n adjustment proposal by the CONTRACTED PARTY does not imply acceptance by the CONTRACTING PARTY, which may opt not to extend the contract by another 12 months.

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



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BACW's President of the Bidding Commission



17. PAYMENT

17.1. The payment term shall be up to **30 (thirty) calendar days**, starting on the date on which the ACCEPTANCE RECEIPT is issued by the ACCEPTANCE COMMISSION.

17.2. The invoice shall be issued by the CONTRACTED PARTY per the following procedures:

17.2.1. Payment shall only be processed after the Invoice issued by the CONTRACTED PARTY is approved.

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

17.2.3. 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.

17.3. Payment shall be processed via wire transfer, to the checking account, and bank branch chosen by the CONTRACTED PARTY, or through any other means available per legislation in effect.

17.4. The payment date shall be the date on which the wire transfer actually takes place.

18. MONITORING

18.1. MONITORING shall be performed by agents of the Administration, specifically appointed by the Administration

18.2. MONITORING contractual performance consists in verifying the conformity of the performance of the object as well as of the availability of necessary resources.

18.3. The adequate verification of contractual performance must be carried out based on the criteria established in the BASIC PROJECT PLAN and in accordance with contractual terms.

18.4. Contractual performance must be monitored and overseen, including oversight of the obligations associated with the CONTRACT.

18.5. The MONITORING [team] shall record in its documents all events associated with the performance of the CONTRACT, taking all necessary measures for the fulfillment of the contractual clauses. The measures which exceed its competence must be notified to the competent authority promptly.

18.6. Oversight and monitoring of contractual performance by the CONTRACTING PARTY do not eliminate the CONTRACTED PARTY's responsibility, including before third parties, for any irregularities, even if they may originate from technical imperfections, flaws or the improper use of equipment. Should such incidents occur, they do not imply shared responsibility with the CONTRACTING PARTY, its representatives or employees.

18.7. For the purposes of the CONTRACT, events shall be deemed impracticable or caused by Force Majeure if they fit the legal description provided in the single paragraph of Article 393 of the Brazilian Civil Code, or the terms off §1º, Article 57 of Law 8.666/93 (Brazil)

18.8. The MONITORING [team] shall also follow the procedures below:

18.8.1. Monitor the progress of all of the CONTRACTED PARTY's obligations;

18.8.2. Monitor the progress of services until receipt by the CTLA and BACW;

18.8.3. Submit, for the EXPENSE SUPERVISOR'S evaluation, all proposals, questions, discrepancies and difficulties encountered during the performance of the contract, or those requiring approval and/or decision;



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18.8.4. Receive invoices and compare them with the amounts established in the CONTRACT, certify the invoices and send them to the EXPENSE SUPERVISOR for approval;

18.8.5. All invoices must be service-related, detailing, at the least, the units, total amounts, taxes and fees, PROCESSING FEES and discounts offered, cargo weight, volume number and code for the Brazilian Air Force's request. All supporting documents must be attached to the invoice for approval by COMREC.

18.8.6. If other costs may influence the service cost, these must be detailed; and

18.8.7. Issue- until the fifth day of the following month- a Contract Status Report for the Administration:

19. RECEIPT OF THE OBJECT

19.1. The services contemplated by this BID must be received by COMREC in compliance with specifications established in BASIC PROJECT PLAN.

19.2. It is the BIDDING COMMISSION'S responsibility to:

19.2.1. Ascertain that the CONTRACTED PARTY follow the description of all services contemplated by the BASIC PROJECT PLAN;

19.2.2. Receive the services or reject them in accordance with the specifications set forth in the BASIC PROJECT PLAN, in up to 10 (ten) calendar days;

19.2.3. Once approved, the invoices shall be sent to the BACW's Contracts Division;

19.2.4. All proposals, questions, discrepancies and difficulties encountered during CONTRACT performance, or those requiring an assessment, must be submitted to INSPECTION, for evaluation by the Chief of the BACW.

20. FORCE MAJEURE AND FORTUITOUS EVENTS

20.1. Unforeseeable or Force Majeure events shall be notified in writing to the Chief of the BACW, through the MONITORING [team], in order to determine the appropriate course of action, provided it has been proven that such events affected the services/materials supplied in accordance with the Object of this CONTRACT.

20.2. 16.2. For the purposes 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, or the terms of, §1º, Art. 57 of Law Nº 8.666/93.

21. OBLIGATIONS OF THE CONTRACTING AND CONTRACTED PARTY

21.1. The obligations of the CONTRACTING PARTY and CONTRACTED PARTY are established in the BASIC PROJECT PLAN, CONTRACT and in this Invitation for Bid.

22. CONTRACTUAL RESCISSION

22.1. The causes to rescind the CONTRACT, as well as the measures applied in this case, are established in the CONTRACT.



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23. BUDGET ALLOCATION

23.1. Expenses associated with this contract shall be borne through the following budget classification: **Program 0621-** Air Force Preparation and Employment, **Action 2048-** Aeronautical Material Supply and Maintenance; under Nature of Expense **339039**, and other Actions and Programs which may support this project, taking into consideration that the transport and customs clearance costs in question serve the Brazilian Air Force's systems.

24. ADMINISTRATIVE SANCTIONS AND PENALTIES

24.1. The application of administrative sanctions shall take into account the gravity of the failure, its recurrence, the damage caused to Public Interest and the loss caused to the Administration;

24.2. Failure to fulfill the CONTRACT in full or in part, or any breach of the obligations set forth in the CONTRACT, or in this Document, shall subject the CONTRACTED PARTY to the following penalties, without exclusion of other civil and criminal penalties, and to any and all damages and resources available to the contract by the CONTRACTING PARTY, in the terms of the CONTRACT or applicable legislation, ensuring due legal process:

24.2.1. A warning is the administrative sanction applied when the CONTRACTED PARTY breaches -for the first time- any obligations pertaining to contractual timeframes, or submission of incorrect invoice or non-fulfillment of the MONITORING [team]'s directives within 48 (forty-eight) hours of notification by the MONITORING team. In order for the Warning to be applied, a PAAI shall be generated.

24.2.2. A warning shall not be issued in cases of recurring faults in the same category of breach of contractual obligations.

24.2.3. The fines referenced in Line II, of art. 87 (such as, for example, due to total or partial failure to execute the Contract) of Law n° 8.666/93, may be defined and applied;

a. For total or partial non-execution of Contract:

24.2.3.a.1. A fine may be applied for partial non-execution in the adjustment amount of 0.2% (two tenths of a percentage point), of the CONTRACT amount, if the CONTRACTED PARTY fails to comply with any amended condition of the CONTRACT; and

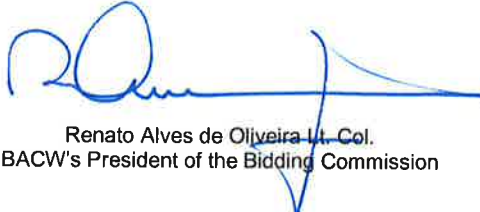
24.2.3.a.2. If the CONTRACTED PARTY should cause rescission, a fine will be applied for total non-execution of agreement in the amount of 10% (ten percent) of updated total CONTRACT value, without excluding a delinquency fine and any other sanctions set forth in Art. 87 of Law N° 8.666/933.

24.3. After ensuring the Contracted Party's right to defense, within a period of 5 (five) business days, a fine for total or partial non-execution of the CONTRACT may be applied, in addition to the administrative sanctions set forth in Lines I, III and IV, of Art. 87, Law N° 8.666/93

24.4. The BACW shall inform the CONTRACTED PARTY of the amount to be collected, after exhausting all administrative appeals, and the right to ample defense; the CONTRACTING PARTY shall deduct the amount from maturing installments.

24.2.3. If payment is not extinguished in the above manner, the fines owed will be deducted, activating the CONTRACT'S financial guarantee.

24.5. After exhausting the actions described in the previous items, should money still be owed for the payment of the fine, the BACW's (Chief or Deputy) Expenses Supervisor, if applicable, shall submit the process to the National Treasury General Attorney's Office (PGFN), for



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evaluation, for the purpose of entering the sanctioned company in the Federal Unpaid Debt List ['Dívida Ativa da União'-DAU] and/or enable legal action, based on the amount owed.

24.6. The application of a fine does not exempt the CONTRACTED PARTY from compensation for damages, losses and injuries it may cause the Administration through its punishable act, nor does it rule out the possibility that other administrative penalties may be applied.

24.7. The application of the above fines may be appealed in 5 (five) business days

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

24.8.1. For up to 30 (thirty) days:

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

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

24.8.2. For up to 3 (three) months:

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

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

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

24.8.3. For up to 6 (six) months:

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

24.8.3.2. In the absence of contractual warranty, in the terms of the Bid Notice;

24.8.3.3. In case of relapse in the practice of an illicit act, as defined in items 25.8.1 and 25.8.2 of this section, in less than 24 (twenty-four) months;

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

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

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

24.8.4. For up to 12 (twelve) months:

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

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

24.8.4.3. In case of relapse in non-fulfillment, as set forth in item 25.8.3, in less than 36 (thirty-six) months;

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

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

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

24.8.5.3. In case of "false testimony";

24.8.5.4. If a final conviction is issued due to illicit act of fiscal fraud in the collection of taxes related to the contract;



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- 24.8.5.5.** If services are interrupted without just cause and without prior notification to the Administration;
- 24.8.5.6.** If "falsified" or "adulterated" material is delivered and deception is used to deceive the Administration;
- 24.8.5.7.** If the contract is not fulfilled causing serious damages to the administration; and
- 24.8.5.8.** In case of relapse of non-fulfillment subject to sanction in accordance with point item 25.8.4 in less than 48 (forty-eight) months.

24.9. For the purposes of this Invitation for Bid, as regards the application of an administrative sanction for the temporary suspension from bids and debarment from entering into contracts with the Administration, the term 'Administration' refers to the COMAER).

24.10. Non-execution of the CONTRACT is defined as failure to complete the provision of services in accordance with the technical specifications provided in this Invitation for Bid.

24.11. Improper behavior is defined as the voluntary attempt to deceive or corrupt the Administration, or any of its agents, for the purpose of obtaining illicit advantages.

24.12. The PAAI pertaining to the Declaration of Unfitness shall be sent to the Ministry of Defense, per the appropriate chain of command, after issue of opinion by COJAER, given the State Minister's exclusive competence in applying sanctions. The sanction may be applied in any of the following ways:

24.12.1. If the company has received a final conviction due to the practice of fiscal fraud with felonious intent in the collection of any taxes;

24.12.2. If the company or professional committed an unlawful act, for the purpose of interfering with the Bid objectives

24.12.3. If the Administration should verify that the company or professional is in fact unfit to enter into a Contract due to unlawful committed by it; o

24.12.4. If the Brazilian Audit Court ['Tribunal de Contas da União'] has verified the proven existence of fraud in the Bid.

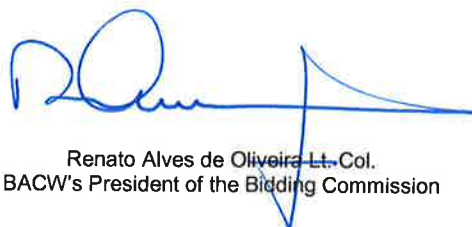
24.13. The criteria for issuing a Declaration of Unfitness, which may not exceed 5 (five) years per current legislation, shall be submitted to COJAER, for further submission to the Defense Secretary. Rehabilitation further to this sanction may be claimed by the interested party 2 (two) years after its application.

24.14. In issuing a Declaration of Unfitness, the suggested sanction shall be indicated, for inclusion -in the respective PAAI, for the purpose of rehabilitating the supplier- of the amount to be reimbursed, legal surcharges and other applicable obligations.

25. APPEALS

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

25.1.3. Appeal to the BIDDING COMMISSION within (5) business days, starting on the date of notification or entry into meeting minutes/session for the following cases:



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BACW's President of the Bidding Commission



- 25.1.3.1. Bidder qualification or disqualification;
- 25.1.3.2. Proposal ranking
- 25.1.3.3. Annulment or repeal of bid;
- 25.1.3.4. Dismissal of request for entry into registry list, modification of cancellation;
- 25.1.3.5. Rescission of CONTRACT, as regards Line I of Art. 79 of Law N° 8.666/93;
- 25.1.3.6. Application of warning fees, temporary suspension or fine.

25.2. After a bidder enters an appeal, the other bidders shall be informed so that they may submit counterarguments within a period of **5 (five) business days**.

25.3. The appeal must be addressed to the Bidding Commission, which may reevaluate its decision within a **5- (five) business day period**

25.3.3.1. If it does not accept the arguments for the appeal, the Bidding Commission shall forward the appeal to the higher-ranking authority, for due assessment within a **5 (five) day period**, and issue a notification, accordingly.

26. GENERAL PROVISIONS

26.1. Any doubts arising from the provisions of this Invitation for Bid may be the subject of consultation, in writing, to the Bidding Commission in charge of this bidding process no later than **November 19th, 2019, at 3:15pm** (US Eastern Standard Time).

26.1.1. All questions will be consolidated and answered in writing after the deadline for consultation has lapsed. Notification will be posted by the Bidding Commission and forwarded to the interested parties that have provided an e-mail address.

26.2. The interested party must carefully analyze this Bid Notice and its Attachments, as well as all instructions, terms, conditions and specifications, and familiarized himself/herself with all circumstances or details which may affect assessment of costs and terms involved in the execution of the Subject of this bidding process.

26.3. The bidders shall be responsible for all costs associated with the preparation and submission of the proposal. The Administration (BACW) cannot in any way be responsible for these costs, regardless of the bidding process and its outcome.

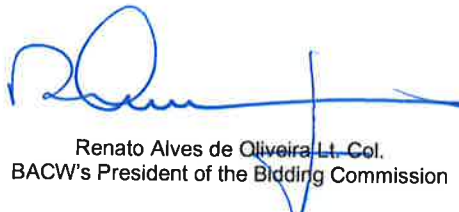
26.4. Participation in this bidding process implies full acceptance of the terms and conditions established in this Bid Notice and its Attachments, as well as the obligation to fulfill the regulations contained therein.

26.5. Any changes or alterations to the present Invitation for Bid shall require that their disclosure occur in the same manner as the initial invitation to bid was disclosed, as an initial term to be updated, except when the alterations do not in any way affect formulation of price proposals.

26.6. If it is not a business day, or in any case or event, which prevents the Bid from occurring on the scheduled date, the session shall be automatically rescheduled to the following day, at the same time and location as previously shown, unless the Bidding Commission issues any statement to the contrary.

26.7. In any phase of the bidding process, the Bidding Commission or higher-ranking authority may submit a request for clarification in order to rectify or complement the process, provided it does not involve later inclusion of any document or information which must be made available during the bidding session.

26.8. Ratification of the outcome of this bidding process does not imply the right to enter into a contract.



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BACW's President of the Bidding Commission



26.9. The BACW reserves the right to revoke this Bid for clear reasons of public interest, such as:

26.9.1. There is no need to supply the services; or

26.9.2. Alterations to the Invitation to Bid are of such a magnitude that a new invitation appears to be the more desirable alternative.

26.10. Should this Bid Notice be cancelled, received proposals must be returned sealed to the bidders, and the cancellation notice must be sent to all possible bidders who may have received the invitation.

26.11. Safeguard of competitiveness in the bidding process determines that, after the proposals are opened, the Bid must be awarded to the bidder offering the **lowest total price per module**, unless there is a valid reason to reject the proposals and cancel the invitation

26.11.1. The invitations may be cancelled, and all proposals rejected before the award, or after the bidding meeting begins, by written notice issued by the Chief of BACW in the following situations:

26.11.1.1. The invitation references inadequate or ambivalent specifications;

26.11.1.2. The specifications have been revised;

26.11.1.3. The material or services contemplated by the contract are no longer necessary;

26.11.1.4. The invitation did not take into account all cost factors to the Government; and

26.11.1.5. Due to other reasons, cancellation is clearly in the public's best interest.

26.12. The timeframes established in this Invitation for Bid and its attachment do not include the first day but do include the last. The timeframes shall expire on a normal business day for the Administration (BACW).

26.13. The rules governing the bidding process must be interpreted so as to maximize competition between bidders, provided they do not endanger the Public Administration's (Brazil's) interest, or the principle of equal rights, the purpose and safety of the contract

26.14. In case of discrepancy between the terms of this Invitation for Bid and other documents composing the bidding process, the Invitation shall prevail, except for the CONTRACT signed by the winning bidder (CONTRACTED PARTY), which shall govern its relation to the BACW

26.15. The Invitation for Bid and its attachments may be read and/or obtained at the BACW, at the address shown below, on business days, between 08:30 a.m. and 11:30 a.m. and then again from 1:30 p.m. to 3:00 p.m. (Eastern Standard Time).

26.16. The records for this bidding process shall be available to interested parties at the address below, on business days, between the hours of 8:30 a.m. and 11:30 a.m., and from 1:30 p.m. to 3:00 p.m. (US Eastern Standard Time), after previously scheduled time:

1701 22nd St N.W.

Washington, D.C. 20008

Telephone: (202) 483 4031

Fax: (202) 483 4684

Email: con@cabw.org

Website: www.cabw.org

26.17. The DC District Court (US) is the court of law in which any lawsuits and claims which may arise in connection with this bidding process shall be filed and judged. This Invitation for Bid and Bidding Process must be interpreted according to the principles of Brazilian Law N° 8.333/93 and



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BACW's President of the Bidding Commission



any other applicable laws and regulations from the Federal Republic of Brazil, in addition to being governed and applied in accordance with the law of the District of Columbia.

26.18. It is hereby agreed between the parties that the official language of this Invitation for Bid, for the purpose of documentation, correspondence, and any other matters shall be **ENGLISH**.

Washington, D.C., **November 4th, 2019**

Renato Alves de Oliveira Lt. Col
BACW's President of the Bidding Commission

Approved by:

Leonardo Guedes Col. Av.
Chief of the BACW



MINISTRY OF DEFENSE
AERONAUTICAL COMMAND
GENERAL SUPPORT COMMAND
AERONAUTICAL LOGISTICS CENTER
BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON

BASIC PROJECT PLAN N° 22/MAT/2019

1- PURPOSE/OBJECT

This Basic Project Plan (TB) introduces the set of necessary and sufficient elements, with an adequate level of precision, to detail the hiring of a company (or of companies), for the purpose of performing the services described below, **for a 12-month period, which may be extended up to 60 months:**

1.1 Module 1: Hiring of a company to carry out **maritime transport of non-dangerous goods** from the BACW's warehouse (4601 Beech Road, Temple Hills, Maryland, 20748, USA) to the Port of Santos, located in the State of São Paulo, Brazil, per INCOTERM 2010, DAT, in **40-feet-high, 'High Cube' Containers (40HC)- FULL CONTAINER LOAD (FCL)**. The estimated quantity for 12 months shall be **80 (eighty) units;**

1.2 Module 2: Hiring of a company to carry out maritime transport **of dangerous goods** from the BACW's warehouse (4601 Beech Road, Temple Hills, Maryland, 20748, USA) to the Port of Santos, located in the State of São Paulo, Brazil, in maritime modality, per INCOTERM 2010, DAT, in **40-feet-high, 'High Cube' Containers (40HC)- FULL CONTAINER LOAD (FCL)**. The estimated quantity for 12 months shall be **50 (fifty) units;**

1.3 Module 3: Hiring of a company to carry out maritime transport **of non-dangerous goods** to the Port of Rio de Janeiro, located in the state of Rio de Janeiro, Brazil, in maritime modality, per INCOTERM 2010, DAT, in **40-feet-high, 'High Cube' Containers (40HC)- FULL CONTAINER LOAD (FCL)**. The estimated quantity for 12 months shall be **10 (ten) units;**

1.4 Module 4: Hiring of a company to carry out maritime transport **of dangerous goods** to the Port of Rio de Janeiro, located in the state of Rio de Janeiro, Brazil, in maritime modality, per INCOTERM 2010, DAT, in **40-feet-high,**

'High Cube' Containers (40HC)- FULL CONTAINER LOAD (FCL). The estimated quantity for 12 months shall be **10 (ten)**;

The estimated quantity for 12 months of contractual activity, for the above modules, respectively, is based on the services performed in recent months and prospective future demand. Therefore, the company is no way entitled to -or assured- the fulfillment of such quantity. The CONTRACTING PARTY shall only pay for services rendered.

2- DEFINITIONS

- 2.1 AES or AUTOMATED EXPORT SYSTEM** – System used by US exporters to electronically declare their exports- known as Electronic Export Information (EEI).
- 2.2 ANSI or AMERICAN NATIONAL STANDARDS INSTITUTE** – US organization responsible for standardization.
- 2.3 SHIPOWNER** – Name of the person or company who will directly provide the crew and use of a commercial vessel, regardless of actual ownership of the vessel.
- 2.4 WAREHOUSING** – Organized custody of materials with due preservation.
- 2.5 TECHNICAL ASSISTANCE** – Service to be rendered by the CONTRACTED PARTY to the CONTRACTING PARTY to provide technical assistance pertaining to the technical activities described in this Basic Project Plan. This assistance shall be provided based on requests from the CONTRACTING PARTY.
- 2.6 BILL or BILL of LADING (BL)** – Knowledge of shipment contained in the bill of lading. Document issued by the transit agent or by shipping company itself. It shows the owner of the exported cargo and consignee.
- 2.7 BACW** – Brazilian Aeronautical Commission in Washington.
- 2.8 WHARFAGE** – Cargo movement activities at port facilities in general, including the receipt, checks, internal transportation, opening of [shipping] volumes for customs checks, handling, storing and delivery, as well as the loading and unloading of vessels with the use of equipment. This activity generates tariff costs at the container's point of origin and destination. The export tariff is known as THC

(TERMINAL HANDLING CHARGE) or OHC (Origin Handling Charge). The import tariff is known as DHC- Destination Handling Charge.

- 2.9 COMREC** – Commission which, through the CONTRACTING PARTY, represents the Aeronautical Command before the CONTRACTED PARTY.
- 2.10 CONTRACTED PARTY/PARTIES** – Privately-owned company/companies, to be hired for the services described in item 1 (one) of this Basic Project Plan.
- 2.11 CONTRACTING PARTY** – Brazil's Federal Government, represented by the Aeronautical Command, via the BACW.
- 2.12 EXPENDITURE CONTRACT OR CONTRACT** – Agreement which the Public Administration (CONTRACTING PARTY), acting in this capacity, stipulates with another Administrative Entity (the CONTRACTED PARTY) for the performance of the services under consideration, at the conditions established by the Public Administration.
- 2.13 CTLA** – The Brazilian Air Force's Logistic Transportation Center. It is located at Alfredo Rocha, 495 - Ilha do Governador - Rio de Janeiro, Rio de Janeiro, Brazil, CEP 21941-580.
- 2.14 DAT o Delivered at Terminal or Delivered at the Port Terminal** – Incoterm 2010 Modality. **For the purposes of this contract, these shall be the Port of Rio de Janeiro, located in the state of Rio de Janeiro, Brazil and the Port of Santos, no Estado de São Paulo, State of São Paulo, at a Terminal to be later determined by the CONTRACTING PARTY.**
- 2.15 DDTC or Directorate of Defense Trade Controls**– US Government agency in charge of overseeing the import and export of defense materials and services listed on the USML (United States Munitions List).
- 2.16 DISCOUNT** – Administrative rate expected from the CONTRACTED PARTY, in view of the service volume to be requested by the CONTRACTING PARTY.
- 2.17 DEMURRAGE or CONTAINER DELAY CHARGE** – Fine for the delay in returning the container. It is charged by the SHIPOWNER to the client using a container during an import process.
- 2.18 DOT or DEPARTMENT OF TRANSPORTATION** – US government agency responsible for the transportation system.

- 2.19 EADI or INTERNAL CUSTOMS STATION or DRY DOCK** – Intermodal ground terminal, connected by roads, railways or air, acting as a customs warehouse.
- 2.20 FAB/ BAF** – Brazilian Air Force.
- 2.21 MONITOR** – Administration agent especially appointed as its representative, to monitor and oversee the execution of the Contract.
- 2.22 HBL or HOUSE BILL OF LADING** Transportation document issued by the Consolidating Agent, separately, for each cargo lot of which the consolidated maritime shipment is composed. In this document, the exporter or manufacturer appear as loader or shipper, and the importer- as Consignee.
- 2.23 HTSUS or Harmonized Tariff Schedule of the United States** – 10 (ten-) digit number used in the US to designate goods destined for export and import. This number is also known as SCHEDULE B NUMBER.
- 2.24 ICA 65-8** – Aeronautical Command Directive addressing the MONITORS' and COMREC'S tasks.
- 2.25 ICC or INTERNATIONAL CHAMBER OF COMMERCE** – International trade organization, promoting international commerce.
- 2.26 IEE/EEI or Electronic Export Information** – AES records for materials which will be exported, i.e. export declaration records.
- 2.27 IMO or INTERNATIONAL MARITIME ORGANIZATION** – Specialized UN Agency responsible for the protection and safety of maritime travel, as well as for preventing maritime pollution caused by vessels.
- 2.28 IMO DANGEROUS GOOD DECLARATION or IMO DGD** – Document prepared by a shipper (BACW supplier) certifying that a certain Hazardous material was packaged, labeled and declared in accordance with international maritime transport regulations.
- 2.29 INCOTERM 2010 - International Commercial Terms**– International sale terms published in 1936 by the ICC for the purpose of standardizing the correct interpretation of transfer or responsibilities, costs and risks in international contracts- signed by exporters and importers.
- 2.30 INVOICE**– Commercial document formalizing an act of purchase and sale concluded abroad, which must contain- among other information- the following data:

supply quantity, supply unit, price, payment terms, taxes, duties and BAF Purchase Order.

2.31 EXPENSE SUPERVISOR Administrative Agent with the authority to execute acts resulting in the issue of allocation bills, authorization for payments, supplying funds and approval of estimates, among others.

2.32 STOWING – Act of placing cargo within a container.

2.33 PB or BASIC PROJECT PLAN – Per Brazilian Law 8.666, dated June 21, 1993, it is the set of necessary and sufficient elements, with an adequate level of precision, to detail the project, service or set of projects and services to be contemplated by the Bid.

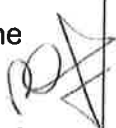
2.34 PROCESSING – Administrative fee to be paid by CONTRACTING PARTY, for the processing of costs and profits by the CONTRACTED PARTY.

2.35 RFID or RADIO-FREQUENCY IDENTIFICATION – Logistic method for the identification of materials and cargo. It is used through a radio frequency signal, which recovers and stores the material or cargo data, remotely, in a device known as RFID label.

2.36 SCHEDULE B NUMBER – 10 (ten) digit number used in the United States to classify materials destined for export.

2.37 PORTS SECRETARIAT – Brazilian Government Agency, responsible for the administration of the Brazilian Port System.

2.38 SISMA – Aeronautical Material System.

2.39 US CENSUS BUREAU or UNITED STATES CENSUS BUREAU – US Government agency in charge of the census in the United States. It falls under the US Department of Trade. 

2.40 USML or UNITED STATES MUNITIONS LIST – American Government List of articles, services and technologies designated for use in defense and space. The designation conforms with Sections 38 and 47 of the Arms Export Control, and may be found in the CFR, Part 121.

3- PROCEDURES AND COSTS

3.1 MODULES 1 through 4

3.1.1 Procedures

- a. The CONTRACTING PARTY shall request the container with 7 (seven) days' notice. In exceptional circumstances – in case of an emergency, this request may be made with shorter advance notice, provided it is duly justified. In this case, the CONTRACTED PARTY shall make efforts to proceed with the shipment of the container but shall be exempted from fines or warnings if unsuccessful.
- b. The CONTRACTING PARTY shall activate the CONTRACTED PARTY via email request.
- c. The CONTRACTED PARTY shall confirm reservation of the container, sending a copy of the reservation (booking) confirmation by email.
- d. The CONTRACTING PARTY shall send the CONTRACTED PARTY an email describing the type of cargo to be loaded onto the container.
- e. The containers supplied by the CONTRACTED PARTY must be in good condition as regards hygiene and cleanliness; they must be free from holes and have fully functioning doors, thus enabling proper closure and placement of seal. If these conditions do not occur, the CONTRACTING PARTY may reject and return the container. Return costs shall be borne by the CONTRACTED PARTY and the timelines for the supply of cargo shipment shall be maintained, per original schedule.
- f. The vehicle transporting the container must be high and wide enough, to permit STOWAGE through the Warehouse's docking doors, whose measurements are as follows: 7.8 (seven point eight) feet width and 9.5 (nine point five) feet height.
- g. If the vehicle carrying the container does not possess the necessary measurements for STOWAGE through the Warehouse's Docking Doors, the CONTRACTING PARTY may reject and return the container. Return costs shall be borne by the CONTRACTED PARTY and the timelines for the supply of cargo shipment shall be maintained, per original schedule.
- h. The CONTRACTING PARTY shall be responsible for STOWAGE and IEE registration in AES.

- i. The CONTRACTED PARTY must ensure that the container be available at the BACW's warehouse at 8:00 a.m. (eight o'clock in the morning) on the scheduled day.
- j. The CONTRACTING PARTY shall have 3 hrs. (three hours) to perform STOWAGE in the container.
 - a. The container shall be finalized and receive a seal or sealing label, which must include the Bill of Lading (BL).
- k. The seal or sealing label shall be provided by the CONTRACTING PARTY.
- l. Once finalized, the container shall be sent to a Port or other area determined by the CONTRACTED PARTY, and in its custody and under its responsibility, until it is loaded onto the ship.
- m. The CONTRACTING PARTY shall have up to 2 (two) calendar days, starting on the date on which the container is delivered, to send IEE records to the CONTRACTED PARTY, for the purpose of processing customs clearance.
- n. The container must be loaded onto a ship within 5 (five) calendar days of its delivery to the CONTRACTED PARTY.
- o. The CONTRACTED PARTY shall send copies of the BL and HBL to the CONTRACTING PARTY, within 7 (seven) calendar days of the ship's departure.
- p. The CONTRACTED PARTY shall deliver the original BL and HBL to the CTLA, with a maximum notice of 7 (seven) calendar days before the ship's arrival at the destination port.
- q. The CONTRACTED PARTY shall send the CONTRACTING PARTY an INVOICE for the service performed within 7 (seven) calendar days of the ship's departure.
- r. The INVOICE shall be issued in US Dollars and include- at the very least- all information listed in item 2.30.
- s. The CONTRACTING PARTY must process INVOICE payment within 30 (thirty) calendar days of cargo delivery to the CTLA.

3.1.2 COSTS included in the MODULES are the CONTRACTED PARTY's responsibility, and the TOTAL AMOUNT quoted by the bidders shall include:

- a. Supply of the Container(s).
- b. Ground transportation for the container to the BACW's Warehouse and then from there to the loading port terminal.
- c. Custody and safekeeping of container, until its unloading onto a vessel.
- d. Customs clearance, at the loading port terminal.
- e. WHARFAGE and cargo insurance, at the loading port terminal.
- f. Cargo insurance costs, up until uploading of cargo unto vessel, including insurance for road transport and storage in waiting stations at the loading port terminal.
- g. Maritime transportation for the container.
- h. Delivery of the original BL and HBL to the CTLA.
- i. Fees and taxes, affecting the amount charge in the INVOICE by the CONTRACTED PARTY.
- j. DEMURRAGE charged for the first 10 days at the unloading port terminal.

3.1.3 COSTS for damages to Third Parties:

- a. All costs pertaining to damages caused to third parties and to FAB, during the preparation and/or execution of the service contemplated by each Module, shall fall under the CONTRACTED PARTY's responsibility.

3.1.4 COSTS under Brazil's AERONAUTICAL COMMAND, to be paid by the CTLA:

- a. Customs clearance charged by unloading port terminal.
- b. Taxes and fees charged by the unloading port terminal, provided that such costs were not incurred due to delays, errors or flaws by the CONTRACTED PARTY, in which case they shall be paid by the CONTRACTED PARTY.

- c. DEMURRAGE charged by unloading port terminal, after the period set forth in item 3.1.2.j; provided that such costs were not incurred due to delays, errors or flaws by the CONTRACTED PARTY, in which case they shall be paid by the CONTRACTED PARTY.

3.1.5 COSTS paid by the CONTRACTED PARTY to be returned by the CONTRACTING PARTY, provided that such costs were not incurred due to delays, errors or flaws by the CONTRACTED PARTY, in which case they shall be paid by the CONTRACTED PARTY:

- a. Taxes and fees charged by the uploading port terminal must be paid by the CONTRACTED PARTY and detailed in the INVOICE, for reimbursement by the CONTRACTING PARTY. All the amounts for such charges must be proven by the CONTRACTED PARTY.

3.2.3 COSTS for damages caused to Third Parties:

- a. All costs pertaining to damages caused to third parties and to the BAF, during the preparation and/or execution of the service contemplated by each Module, shall fall under the CONTRACTED PARTY's responsibility.

3.2.4 COSTS paid by the CONTRACTED PARTY to be returned by the CONTRACTING PARTY, provided that such costs were not incurred due to delays, errors or flaws by the CONTRACTED PARTY, in which case they shall be paid by the CONTRACTED PARTY:

- a. WHARFAGE charged by the port terminal at which the cargo will go through customs clearance.
- b. Security fee charged by [sea] ports and airports.
- c. Cargo warehousing, charged by the terminal at which the cargo is going through customs clearance, provided that such costs were not incurred due to delays, errors or flaws by the CONTRACTED PARTY, in which case they shall be paid by the CONTRACTED PARTY.

- d. [Sea] Port and airport taxes charged by the terminal at which the cargo is going through customs clearance, provided that such costs were not incurred due to delays, errors or flaws by the CONTRACTED PARTY, in which case they shall be paid by the CONTRACTED PARTY.

4 – BID QUALIFICATION

4.1 Given the complexity of the transportation modality, as well as of the guarantee pertaining to the integrity and safety of the publicly owned commodity, for the execution of the services contemplated in **MODULES**, adequate qualification shall be required of the bidder, to include the documents detailed below, issued by public or private entities or trade organizations of equal standing and competence:

4.1.1 **A Copy of the Certificate of Incorporation or other similar document issued in the Bidder's name.**

4.1.2 **Original statement issued by the Bidder, confirming it has the following:**

- a. Integrated Management System, to perform management and oversight of services;
- b. Staff- within its professional cadre- in charge of quality, as well as technical employees- in adequate numbers- to ensure execution of service;
- c. Safety Management System for the occupational safety and security of its collaborators, per US labor laws;

4.1.3 **Original statement -issued by the Bidder- confirming it has never been cited in administrative or legal proceedings, in Brazil or the USA, within the last 5 (five) years, due to violation of custom and commercial laws pertaining to import and export.**

4.1.4 **Original Statement issued by the Bidder or Copy of its DDTC Registration Certificate, allowing it to handle USML materials.**

4.1.5 **Original statement issued by third party (logistic operator, privately owned company or public entity) confirming that the bidder has already performed an activity which is relevant to -and compatible with- the**

characteristics (maritime transport of non-dangerous goods) of the service described in the module.

- 4.1.6 **Original statement issued by a third party (logistic operator, privately owned company or public entity)**, confirming that the bidder has already performed an activity which is relevant to -and compatible with- the characteristics (maritime transport of dangerous goods) of the service described in the module.
- 4.1.7 **Original statement issued by the Bidder** confirming that it owns a license to handle the material acquired via FMS.
- 4.1.8 **Submission of a copy of its registration certificate with the US CENSUS BUREAU, to operate AES.**
- 4.1.9 **Original statement issued by a third party (logistic operator, privately owned company or public entity)**, confirming that the bidder has already performed an activity which is relevant to -and compatible with- the characteristics (customs clearance for air and maritime freight).

5 – MONITORING NORMS

5.1 Administrative monitoring actions for the CONTRACTS must be carried out by the MONITORS, who shall follow the following procedures:

- a. Execute and comply with all required procedures, as applicable;
- b. Monitor the progress of all service requests sent to the CONTRACTED PARTY;
- c. Monitor the progress of all services until their receipt by the CTLA or by the BACW;
- d. Submit, for the EXPENSES SUPERVISOR'S evaluation, all proposals, questions, discrepancies and difficulties encountered in the execution of the contract, which may require approval, assessment and/or a decision;
- e. Receive the INVOICES, comparing them to the amounts established in the CONTRACT, and then sending them to the EXPENSE SUPERVISOR for approval;
- f. All INVOICES must be service invoices, detailing -at the very least- unit prices and total prices for each cost [item], tax amounts charged, PROCESSING fees, and discounts offered, cargo volume and weight and the FAB's request number.

All supporting documentation must be attached to the INVOICE, for approval by COMREC;

g. If there are other input costs which may affect the price, these must be detailed;

6- RECEIPT NORMS

6.1 The services contemplated by this Basic Project Plan (PB) shall be received by COMREC, with the following purposes and procedures:

- a) Ascertain that the CONTRACTED PARTY follows the description of all services contemplated by the BASIC PROJECT PLAN.
- b) Receive the services or reject them in accordance with the specifications set forth in the BASIC PROJECT PLAN, in up to 10 (ten) calendar days;
- c) Once approved, the invoices shall be sent to the BACW's Material Department, alongside an Acceptance Certificate, within 5 (five) days. In case of any discrepancy, the invoice shall be returned to the CONTRACTED PARTY, for the necessary corrections, together with a note accounting for the rejection; and
- d) During CONTRACT execution, all proposals, questions, discrepancies, which may cause difficulties or require assessment, must be submitted to the MONITOR, for evaluation by the BACW's Expense Supervisor.

7 – PRICE ADJUSTMENT

7.1 All price installments may be renegotiated, through a formal proposal from one of the Parties mentioned in the CONTRACT and only after 12 months have expired from Contract signature or from the last renegotiation; however, any such adjustments must be preceded by indicators/indices supporting the new, updated prices, and a cost table must also be submitted at this time.

7.2 The submission of an adjustment proposal by the CONTRACTED PARTY does not imply acceptance by the CONTRACTING PARTY, which may or may not choose to extend the contract for another 12 months.

8 – INCREASES AND DECREASES

8.1 The CONTRACT is legally bound to accept, at the same terms and conditions, any changes involving an increase or decrease in services of up to 25% (twenty-five percent) of total original CONTRACT amount., as per Article 65, Paragraph 1°, Law N° 8.666/93.

8.2 The increases and decreases may not exceed 25% (twenty-five percent), taking into account the possibility that a smaller volume - than that estimated in this Basic Project Plan- may be executed, due to a decrease in the CONTRACTED PARTY'S logistic need, whereby the submission of a proposal at the bid does not imply tacit acceptance of this condition by both Parties.

9 – PRICE PROPOSAL DELIVERY FOR THE BID

9.1 Bidders must submit their price proposals based on TOTAL AMOUNT-, separately for each MODULE, as follows:

DESCRIPTION	ESTIMATED QUANTITY FOR A 12- MONTH PERIOD	UNIT PRICE	TOTAL PRICE
MODULE 1	80 Containers 40HC	USD	USD
MODULE 2	50 Containers 40HC	USD	USD
MODULE 3	10 Containers 40 HC	USD	USD
MODULE 4	10 Containers 40HC	USD	USD

9.2 The TOTAL AMOUNT for each MODULE is obtained by multiplying the estimated quantity per 12-month period by the unit price amount (in each MODULE).

9.3 Proposal analysis, assessment and ranking shall occur separately, based on the TOTAL AMOUNT per module, as well as [bid] ratification and award by the Expense Supervisor.

10 – EXECUTION REGIME

10.1 The services contemplated by this Basic Project Plan shall be carried out based on a TOTAL PRICE [indirect] execution regime- separately for each MODULE.

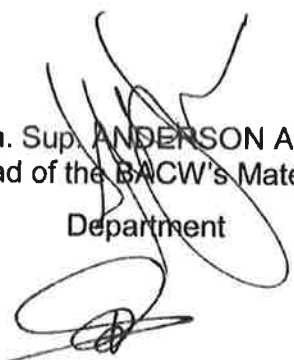
11 – BUDGET ALLOCATION

11.1 The financial resources shall be obtained from Program 0621 – Air Force Preparation and Employment, Action 2048 – Aeronautical Material Supply and Maintenance; Expense Nature (ND) 339030, or other Programs and Actions which may support this project, also considering that the customs clearance and transportation costs serve the Brazilian Air Force's system.

12- APPROVAL

Washington-DC, ~~October~~ 1st, 2019.

Drafted by:


Maj. Sp. Tech. Sup. ANDERSON AUGUSTO
Head of the BACW's Material
Department

Reviewed by:


Lt. Col. Intendant RODRIGO OTAVIO CORREA SAMPAIO
Internal Control Agent

Approved by


Col. Av. Leonardo Guedes
Chief of the BACW



Price Proposal – ATTACHMENT II

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

PAGE 1 of 2

Part 1 Representative Identification

Representative Name

Last Name	Given Name	Middle Name

Identification Number	E-mail Address

Phone Number	Fax Number

Company's Name

The above identified company through its accredited representative makes a proposal of **GLOBAL PRICE for Modules of Logistic Services**, in accordance with terms, quantities, and other applicable requirements established in the BASIC PROJECT, Annex I of Invitation for Bid 184146/CABW/2018.

Part 2 Statements

Initial of the
representative

1-	We declare that the services quoted shall include all costs arising from the performance of the services process, whether direct or indirect, including but not limited to what is described below: all inputs such as fees and/or taxes, social contributions, expenses, insurance, worker's compensation, liability insurance, labor, social security, fiscal, administration fees, equipment, materials, and all other fees necessary for full compliance with the object of the CONTRACT {compare with 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. VALIDITY: This price proposal shall be valid for 90 (Ninety) 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-	SERVICE GUARANTEE: As legal representative of this Company, I hereby declare and guarantee the supply of the (above) services/material for 90 (ninety) days, starting on the date of receipt of the Service Order by the Contracting Party, as per this Bidding Announcement.	(place initial)
4-	We declare that all the services will be performed in accordance with the Invitation for Bid, Basic Project and Contract Draft.	(place initial)



Price Proposal – ATTACHMENT II

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

PAGE 2 of 2

Part 3 Bank Information

Bank Name:

Branch:

Checking Account:

Other:

Part 4 Price Proposal

MD	DESCRIPTION	DESTINATION	12 MONTHS QUANTITY	UNIT PRICE	GLOBAL PRICE
1	NON HAZMAT	Santos Port	80 (eighty) Containers 40HC	USD	USD
2	HAZMAT	Santos Port	50 (fifty) Containers 40HC	USD	USD
3	HAZMAT	Port of Rio de Janeiro	10 (ten) Containers 40 HC	USD	USD
4	NON HAZMAT	Port of Rio de Janeiro	10 (ten) Containers 40 HC	USD	USD

The GLOBAL PRICE for each MODULE (1 to 4) shall be calculated by multiplying the quantity estimated for 12 months by the unit price for each service in each module

The analysis of proposals, their ruling and classification shall be conducted separately, based on GLOBAL PRICE for each MODULE, as well as HOMOLOGATION and ADJUDICATION by the Expenses Supervisor

Part 6 Authentication

Representative printed name

Representative signature

Date of signing

ATTACHMENT III

BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON



CONTRACT [NUMBER]/CABW/2019

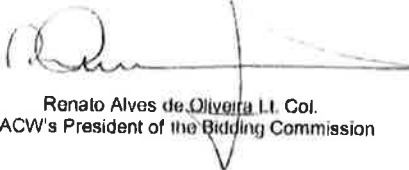
**INVITATION FOR BID 184146/BACW/2018
PAG 67102.184146/2018-69**




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Renato Alves de Oliveira Lt. Col.
BACW's President of the Bidding Commission


Rodrigo Otavio Corrêa Sampaio Lt. Col.
Internal Control Agent at the BACW



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PAG Nº: **67102.184146/2018-69**
CONTRACT Nº
[NUMBER]/CABW/2019

CONTRACTING OF A SPECIALIZED COMPANY FOR
MARITIME TRANSPORT AND LOGISTIC SERVICES,
BETWEEN THE [BRAZILIAN] FEDERAL
GOVERNMENT, REPRESENTED HERewith THE
BRAZILIAN AERONAUTICAL COMMISSION IN
WASHINGTON DC AND COMPANY [NAME OF
CONTRACTED PARTY]

The Federal Government, through the Brazilian Aeronautical Commission in Washington, located at **1701 22nd St N.W. Washington, D.C. 20008**, represented by Col. Av. **LEONARDO GUEDES**, in the exercise of his legal attributions, as per Directive Nº 50 issued by the Air Force Ministry on January 29, 1953, and in accordance with Article 61, Law nº 8.666/93, henceforth referred to as the CONTRACTING PARTY, and company [NAME OF CONTRACTED PARTY], located at [ADDRESS], ZIP CODE [ZIP CODE], in [CITY- STATE], here defined as CONTRACTED PARTY, represented by Mr. [LEGAL REPRESENTATIVE], bearer of ID Card Nº [NUMBER], and in accordance with BACW PAG Nº nº **67102.184146/2018-69**, as well as the final outcome of Bid Nº **184146/CABW/2018**, based on the principles of Law Nº 8.666/93, Decree Nº 2.271/1997 and SLTI/MPOG Nº 2 Normative Instruction 2008, and other related laws, decide to stipulate this CONTRACT and execute this agreement, according to the following terms and conditions.

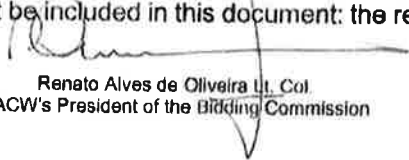
1. DEFINITIONS

1.1. For the purpose of facilitating the comprehension of terminology and simplify text composition, the following abbreviations and phrases were adopted, with the meanings provided beside them:

1.1.1. AES or AUTOMATED EXPORT SYSTEM – System used by US exporters to electronically declare their exports- known as Electronic Export Information (EEI). This information is also shared with the Bureau of Industry and Security, with the Directorate of Defense Trade Controls or other federal agencies involved in the monitoring and approval of US exports.

1.1.2. ANSI or AMERICAN NATIONAL STANDARDS INSTITUTE – US organization responsible for standardization.

1.1.3. AWB or AIR WAYBILL – Knowledge of the cargo which constitutes the airway bill of lading. Document issued by the transportation agent or by the transportation company itself. It shows the owner of the exported cargo as well as its consignee. The following information must be included in this document: the recipient, the consignee, who must be notified of cargo


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BACW's President of the Bidding Commission


Rodrigo Otavio Corrêa Sampaio Lt. Col.
Internal Control Agent at the BACW



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arrival, type of cargo, quantity, weight, type of stowage, container number, seal or stamp number, a statement of cargo loaded, freight payment modality, among other data.

1.1.4. BACE- Brazilian Aeronautical Commission in Europe.

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

1.1.6. COMAER: Aeronautical Command.

1.1.7. COMREC – Material 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 it be a service or commodity in accordance with the terms of ICA 65-8/2009 and ICA 12-23/2017.

1.1.8. CONTRACTED PARTY – Winning company to which the bid is awarded, after the object of the bid has been awarded and ratified.

1.1.9. CONTRACTING PARTY: The Federal Union-Aeronautical Command, represented by the Brazilian Aeronautical Commission in Washington (BACW).

1.1.10. CTLA – Aeronautical Center for Transportation Logistics ('Centro de Transporte Logístico da Aeronáutica'). It is located at Avenida Brasil, 5176 - Bonsucesso, Rio de Janeiro - RJ - CEP 21.040-361 - Brazil.

1.1.11. DAT or Delivered at Terminal- It is an INCOTERM 2010 Modality. For the purpose of this Contract, it shall be the International Airport of Guarulhos (GRU), in the state of São Paulo, Brazil (Rod. Hélio Smidt, s/nº - Cumbica, Guarulhos - SP, 07190-100, Brazil)

1.1.12. . DOT or DEPARTMENT OF TRANSPORTATION – US government agency responsible for all transportation.

1.1.13. IEE or Information for Electronic Export- it is the information record saved in AES, pertaining to goods and material to be exported, in other words, this is a record for material export statements.

1.1.14. EXPENDITURE CONTRACT or CONTRACT – Defined as an agreement which the Public Administration (CONTRACTING PARTY), acting in this capacity, stipulates with another Administrative Entity (the CONTRACTED PARTY) for the performance of the services under consideration, at the conditions established by the Public Administration.

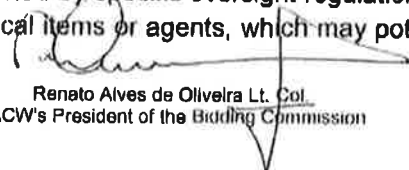
1.1.15. 1.1.7. EXPENSES SUPERVISOR– Administrative Agent with the authority to execute acts resulting in the issue of allocation bills, authorization for payments, supplying funds and approval of estimates, among others.

1.1.16. FAB/BAF -Brazilian Air Force.

1.1.17. DOCUMENTATION OR PACKAGING FIXED FEE (T-EP/DC) – Contracted Party's Fixed Fee for packaging correction and/or documentation for hazardous material (HAZMAT).

1.1.18. HAZMAT SHIPMENT – Document issued by the CONTRACTING PARTY with information on the items to be shipped.

1.1.19. HAZMAT or hazardous material – Material is classified as HAZMAT when it is governed by specific oversight regulations, such as for biological, chemical, radioactive, and physical items or agents, which may potentially be harmful to human beings, animals or the


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Rodrigo Ojaini Corrêa Sampaio Lt. Col.
Internal Control Agent at the BACW



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ecosystem, by themselves or via interaction with other factors. Interacting with this type of material includes managing the entire life cycle from planning up to the development of new products, production, distribution, warehousing, transportation, use, cleaning and elimination.

1.1.20. IATA DGD [Dangerous Goods Declaration] It is a product issued by the Seller (BACW's Seller) to certify that the HAZMAT [in question] was packaged, identified and declared according to international shipping regulations.

1.1.21. ICA – Aeronautical Command Directive.

1.1.22. ICA 12-23/2017 – Normative issued by the Aeronautical Command for the inspection and receipt of goods and services and application of administrative sanctions.

1.1.23. ICA 65-8/2009 – Normative issued by the Aeronautical Command on the attributions of the MONITORS and COMREC.

1.1.24. ICC or INTERNATIONAL CHAMBER OF COMMERCE – International trade organization, promoting international commerce.

1.1.25. INCOTERM 2010 - International Commercial Terms, i.e. international purchase/sale terms, published in 2011 by the ICC, for the purpose of allowing the standardization and correct interpretation of the transfer of responsibility, costs and risks in international contracts, signed between importers and exporters.

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

1.1.27. OM/MO- Military Organization.

1.1.28. INSPECTORS – Systematically appointed individual or commission representing the CONTRACTING PARTY before the CONTRACTED PARTY, for the purpose of inspecting and overseeing the performance of the contract, and complementary requests issued by the Government, in all their aspects.

1.1.29. ORIGIN – BACW (Brazilian Aeronautical Commission in Washington D.C.) or the BACW's Warehouse (4601 Beech Road, Temple Hills, Maryland, 20748, USA), or other location within 40 miles of the BACW's Warehouse.

1.1.30. PAAI – Formal internal administrative process consisting in the necessary log of all acts and inquiries into administrative facts for the Competent Authority to gain clarification and issue judgements, allowing due process, possibly culminating in the application of the administrative sanctions established by Law (ICA 12/23).


1.1.31. PACKAGING / DOCUMENTATION (EP/DC) – Cost of correction for HAZMAT packaging and documentation.


1.1.32. PAG – Administrative Management Process.

1.1.33. PROCESSING – It is an administrative fee, to be paid by the CONTRACTING PARTY, for the PROCESSING of costs and profits by the CONTRACTED PARTY.

1.1.34. STORAGE– Organized custody of adequately preserved materials in warehouses, usually in shelves -which may be further sectioned in bins- or in open, adequately labeled areas, based on the type, dimensions, nature of the material and packaging- all of which locations must be adequately designated, grouping together items with the same identification.

1.1.35. ACCEPTANCE CERTIFICATE – Document issued by COMREC attesting and accepting performed services.


Renato Alves de Oliveira Lt. Col.
BACW's President of the Bidding Commission


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1.1.36. UN CODE – "Hazardous materials have a UN code and adequate designation for shipping, based on hazard classification (Hazmat) and composition. (ST/SG/AC.10/1/Rev.17 (Vol.I))

2. CLAUSE- OBJECT

2.1. Hiring of a specialized company to perform the ongoing services described in the MODULES below, for a 12-month period, and which may be extended by an additional 12 (twelve) month period, for a maximum duration of 60 (sixty) months

2.1.1. Module 1: Hiring of a company to carry out maritime transport of **non-dangerous goods** from the BACW's warehouse (4601 Beech Road, Temple Hills, Maryland, 20748, USA) to the Port of Santos, located in the State of São Paulo, Brazil **to a Terminal to be chosen by the CONTRACTING PARTY**, in maritime modality, per INCOTERM 2010, DAT, in **40-foot-high, 'High Cube' Containers (40HC)- FULL CONTAINER LOAD (FCL)**. The estimated quantity for 12 months shall be **80 (eighty) units**;

2.1.2. Module 2: Hiring of a company to carry out maritime transport of **dangerous goods** from the BACW's warehouse (4601 Beech Road, Temple Hills, Maryland, 20748, USA) to the Port of Santos, located in the State of São Paulo, **to a Terminal to be chosen by the CONTRACTING PARTY**, in maritime modality, per INCOTERM 2010, DAT, in **40-foot-high, 'High Cube' Containers (40HC)- FULL CONTAINER LOAD (FCL)**. The estimated quantity for 12 months shall be **50 (fifty) units**;

2.1.3. Module 3: Hiring of a company to carry out maritime transport of **non-dangerous goods** to the Port of Rio de Janeiro, located in the state of Rio de Janeiro, Brazil, **to a Terminal to be chosen by the CONTRACTING PARTY**, in maritime modality, per INCOTERM 2010, DAT, in **40-foot-high, 'High Cube' Containers (40HC)- FULL CONTAINER LOAD (FCL)**. The estimated quantity for 12 months shall be **10 (ten) units**;

2.1.4. Module 4: Hiring of a company to carry out maritime transport of **dangerous goods** to the Port of Rio de Janeiro, located in the state of Rio de Janeiro, Brazil, **to a Terminal to be chosen by the CONTRACTING PARTY**, in maritime modality, per INCOTERM 2010, DAT, in **40-foot-high, 'High Cube' Containers (40HC)- FULL CONTAINER LOAD (FCL)**. The estimated quantity for 12 months shall be **10 (ten)**;

2.1.5. The above reference to INCOTERMS shall not take into consideration cargo insurance (cost definition) since the CONTRACTING PARTY already has a contract for this object.

2.2. It is hereby noted that the provision of services for this CONTRACT must comply with the laws and regulations of the US Federal Government, district and state in which the facilities are located.

2.3. The estimates detailed in this CONTRACT do not imply obligations by the CONTRACTING PARTY. The attachments below are an integral part of this CONTRACT, regardless of whether they are transcribed herewith:

ATTACHMENT A – BASIC PROJECT PLAN

ATTACHMENT B – CONTRACTED PARTY'S PRICE PROPOSAL; and

ATTACHMENT C – DELIVERY AND PAYMENT SCHEDULE

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3. CLAUSE- CONTRACT EXECUTION

3.1. The CONTRACT shall be performed based on indirect execution ('execução indireta') and **LOWEST UNIT PRICE**.

3.2. The terms and conditions may undergo an increase or decrease to the estimated quantities and amounts. However, such increases may not exceed 25% of the original total contract amount.

4. CLAUSE- LANGUAGE

4.1. is hereby agreed between the parties that the language to be used in this CONTRACT, for the purpose of documentation, correspondence and any other end, is **English**

5. CLAUSE- CONDITIONS FOR RENDERING SERVICES

5.1. The services shall be performed by the CONTRACTED PARTY as described in this document and in the BASIC PROJECT PLAN, Attachment A.

5.2. The CONTRACTED PARTY shall accept and maintain all conditions required during the qualification phase of the bidding process throughout the validity of the present CONTRACT.

6. CLAUSE- OBLIGATIONS

6.1. In addition to the provisions set forth in the BASIC PROJECT PLAN, Attachment A, which is an integral part of this Contract, the CONTRACTED PARTY is also legally required to:

6.1.1. Perform the services according to the specifications provided in the BASIC PROJECT PLAN and its proposal, with the necessary means for the full compliance with the provisions of the CONTRACT in question;

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

6.1.3. Take full responsibility for supplying all contracted materials and services;

6.1.4. Ensure the supply of all materials and/or equipment necessary for the fulfillment of contractual obligations;

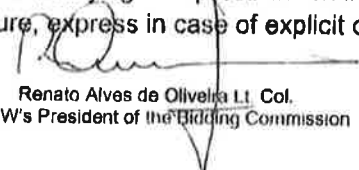
6.1.5. Take full responsibility for the selection, qualification, transportation, meals, accommodation, employment contracts and termination of contracts for its employees, as well as for the CONTRACTED PARTY'S judicial standing before labor authorities, transportation authorities and insurance. The CONTRACTED PARTY'S failure to fulfill the obligations established in this CONTRACT does not make the CONTRACTING PARTY responsible for any payments;

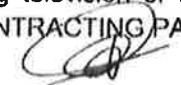
6.1.6. Accept liability, furthermore, for direct damages caused to the CONTRACTING PARTY, through the services provided by the CONTRACTED PARTY'S employees or appointed agents;

6.1.7. Provide all clarification requested by the CONTRACTING PARTY, immediately investigating any complaints;

6.1.8. Replace, at no cost to the CONTRACTING PARTY, all equipment or material supplied in a damaged state in any way or due to damages caused by improper handling by the CONTRACTED PARTY'S employees, or that might have been rejected in inspection tests;

6.1.9. The CONTRACTED PARTY is forbidden from disclosing to third parties any information on the nature and progression of the material delivery contemplated by this CONTRACT, as well from notifying the press in writing or orally, including television or any form of public disclosure, express in case of explicit consent from the CONTRACTING PARTY.

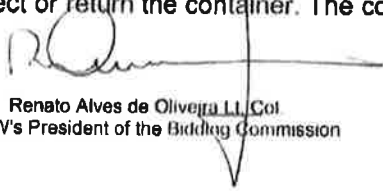

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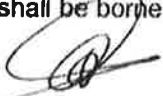

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- 6.1.10.** Accept full civil responsibility for any and all material damages and losses caused by action or omission of the CONTRACTED PARTY'S contracted employees, workers, agents or representatives, whether intentionally or not, before the Aeronautical Command or third parties;
- 6.1.11.** Employ skilled workers, with basic knowledge of the services to be performed in conformity with current rules and regulations;
- 6.1.12.** Accept responsibility for all labor, social and tax contributions, as well as for any other direct and indirect obligations set forth in specific legislation. Non-compliance with any of these obligations does not imply their transfer to the CONTRACTING PARTY;
- 6.1.13.** Train its employees regarding the importance of following the directives provided by the CONTRACTING PARTY, including as regards norms and regulations established by the OM [military organization], if applicable;
- 6.1.14.** Maintain, throughout CONTRACT duration, consistency with obligations undertaken and all qualification conditions required during the Bid;
- 6.1.15.** Refrain from transferring to third parties in any way, including partially, any responsibilities undertaken [with the Contract].
- 6.1.16.** Accept responsibility for any costs associated with possible quantitative and calculation errors in its Proposals, including variable costs associated with future and uncertain events, accepting responsibility to cover items initially included in its Proposals, which turned out to be insufficient to perform the object of this CONTRACT;
- 6.1.17.** The CONTRACTED PARTY shall be responsible for providing all services, which must comply with the CONTRACT and the BASIC PROJECT PLAN;
- 6.1.18.** The CONTRACTED PARTY shall not perform any extra services before providing a budget estimate, which must be officially approved by the CONTRACTING PARTY;
- 6.1.19.** Appoint a manager who is globally responsible for administering activities, services, inspecting the CONTRACT and interacting with the MONITORING team;
- 6.1.20.** Fulfill all requirements by the CONTRACTING PARTY, especially those pertaining to timeframes, performance and the completion of contracted services, as well as the requirements related to priority services, emergency services and services with special timeframes;
- 6.1.21.** Observe Military Organizations office hours, as convenient for them, or based on any requested change, communicating/requesting changes to office hours from the MONITORING team with at least 24 (twenty-four) hours' notice;
- 6.1.22.** Take responsibility for any financial onus and complaints which may arise of any legal actions or damages caused directly or indirectly by the CONTRACTED PARTY, and which may be claimed against the BACW by third parties;
- 6.1.23.** Immediately notify the BACW, in writing, of any and all information pertaining to mistakes or flaws encountered in the BASIC PROJECT PLAN.
- 6.1.24.** Use adequate equipment and hardware, to enable correct service execution, using safe and efficient work methods;
- 6.1.25.** The CONTAINERS provided by the contracted party must be in good hygiene and cleanliness conditions, free from holes, with fully functioning doors, thus enabling their opening and closing and the placement of a seal. If these conditions are not met, the Contract Party may reject or return the container. The cost for such a return shall be borne by the contracted


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party and the timeline for the supply and loading of the cargo must be complied with, per the original schedule; and

6.1.26. The transportation vehicle for the CONTAINERS must possess adequate height and width to allow CONTAINERIZATION through the warehouse's loading dock doors, whose measurements are as follows: 7.8 ft (seven point eight feet) in width by 9.5 ft (nine point five feet) in height.

6.2. The CONTRACTED PARTY is legally required to:

6.2.1. In addition to the provisions of the BASIC PROJECT PLAN, Attachment A, integral part of this Contract, the CONTRACTING PARTY, with the MONITORING TEAM'S assistance, duly designated for this purpose, is required to:

6.2.1.1. Appoint a receipt commission (COMREC), via internal document, for the quantitative and qualitative receipt of the Object of the CONTRACT;

6.2.1.2. Provide all conditions to enable the CONTRACTED PARTY to perform the services, in accordance with the provisions of the CONTRACT, Invitation for and their Attachments, specifically the BASIC PROJECT PLAN;

6.2.1.3. Demand the fulfillment of all obligations undertaken by the CONTRACTED PARTY in accordance with the provisions set forth in the BASIC PROJECT PLAN, in the CONTRACT, and in the terms and conditions of its proposals;

6.2.1.4. Exercise oversight over all Administration agents specifically appointed to this task, who may record any flaws encountered;

6.2.1.5. Notify the CONTRACTED PARTY in writing of any irregularities which may occur in the performance of the services, establishing a timeframe for their correction;

6.2.1.6. Pay the CONTRACTED PARTY the amount owed for the services provided, as established in the CONTRACT through the receipt and acceptance of an invoice; and

6.2.1.7. Ascertain that, throughout CONTRACT execution, all eligibility and qualification requirements set forth in the bid shall be maintained, in accordance with the obligations undertaken by the CONTRACTED PARTY.

6.2.1.8. The costs pertaining to Modules 1 through 4 are described in the BASIC PROJECT PLAN, Attachment I; and

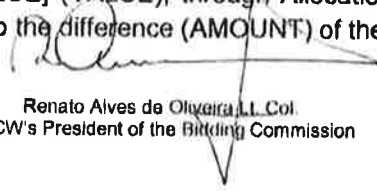
6.2.1.9. The costs pertaining to Module 7 are described in the BASIC PROJECT PLAN, Attachment I.

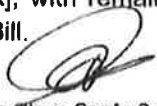
7. CLAUSE- DESCRIPTION OF SERVICES

7.1. The CONTRACT shall be performed by the CONTRACTED PARTY per the provisions established in this CONTRACT and in the BASIC PROJECT PLAN, Attachment A.

8. CLAUSE- CONTRACT AMOUNT

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


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8.2. The maximum total amount is obtained by adding the total amount per Module of US\$ [AMOUNT] (AMOUNT) to the estimated reimbursement amount per Module of US\$ [AMOUNT] (AMOUNT), if applied, according to the Basic Project Plan, as shown in the table below:

M D	DESCRIPTION	DESTINATIO N	ESTIMATED QUANTITY PER 12-MONTH PERIOD	ESTIMATED REIMBURSEMEN T	UNIT PRIC E	TOTA L PRICE
1	NON-DANGEROUS GOODS	Porto de Santos	80 (elghty) Containers 40HC	USD	USD	USD
2	DANGEROUS GOODS	Porto de Santos	50 (ffifty) Containers 40HC	USD	USD	USD
3	DANGEROUS GOODS	Porto do Rio de Janeiro	10 (ten) Containers 40 HC	USD	USD	USD
4	NON-DANGEROUS GOODS	Porto do Rlo de Janeiro	10 (ten) Containers 40HC	USD	USD	USD

8.3. The estimated amount for 12 months of contractual activity, for the above Modules, respectively, is based on activities performed in recent activities and estimated future demand. However, it does not entitle the Contracted Party to the fulfillment of such quantities. If the Contracting Party so required, in 12 months, fewer containers than estimated shall be used, in which case the Contracted Party shall only be paid for the services provided.

8.4. The total AMOUNT includes all costs associated with contract performance, whether direct or indirect, without being limited to the following: all input costs, such as taxes or invoice fees, social contributions, expenses, insurance transportation, social welfare, commercial and fiscal amounts owed, administrative taxes, material, insurance and any other fees required for the full execution of the Object of the Contract, in accordance with the BASIC PROJECT PLAN.

9. CLAUSE- BUDGET ALLOCATION

9.1. The expenses associated with the contract shall be borne in accordance with the following budget allocation: Program 0621 – Air Force Preparation and Employment, Action 2048 – Aeronautical Material Supply and Maintenance; ND 339030, or other Programs and Actions which may support this project, also considering that the customs clearance and transportation costs serve the Brazilian Air Force's system.

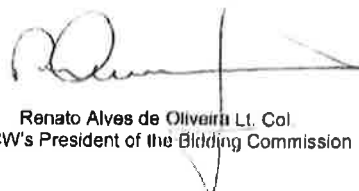
10. CLAUSE- SUBCONTRACTING

10.1. In case of subcontracting, the following guidelines must be followed:

10.1.1. Sub-contracting may be allowed by the Chief of the BACW, through the MONITOR.

10.1.2. The subcontracted company must prove that it possesses the technical capacity required to perform the services; even so, the responsibility for the quality of the services shall remain with the CONTRACTED PARTY; and

10.1.3. In case of subcontracting, the CONTRACTED PARTY shall be responsible for the full execution of the Contract, for both the coordination and oversight of the sub-contracted party's activities, as well as before the CONTRACTING PARTY for contractual terms and conditions pertaining to the object of the subcontracting arrangement.


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11. CLAUSE- TIMELINES

11.1. Validity Term

11.1.1. This Contract's validity term shall be **12 (twelve) months**, starting on the date on which the Service Order is received by the CONTRACTED PARTY, including the execution, acceptance and payment term.

11.1.2. The validity term may be extended via an agreement between the parties, for a maximum additional period of 12 months, if it is in the CONTRACTING PARTY'S best interest, up to an upper limit of 12 months.

11.2. Execution Timeframe

11.2.1. The CONTRACT'S execution timeframe shall be 12 (twelve) months, starting on the date on which the Service Order is received by the CONTRACTED PARTY.

11.3. Acceptance Term

11.3.1. The services must be definitively accepted by COMREC via a Definitive Acceptance Certificate, signed by the parties with at least 10 (ten) days' written notice by the CONTRACTED PARTY.

11.3.1.1. Final acceptance does not exclude civil responsibility for liability and safety or ethical/professional responsibility for the perfect execution of the Contract.

11.4. Payment Term

11.4.1. The payment term for a commercial invoice may not exceed 30 calendar days, starting from the date of issue of the Acceptance Certificate by COMREC, together with the delivery of cargo documentation to the CTLA.

11.4.2. This term shall be automatically extended by 10 (ten) business days, if discrepancies are found by the inspectors, and must be recorded in writing by the CONTRACTED PARTY.

11.4.3. Payment to the CONTRACTED PARTY shall be processed when all obligations are met in full up to the date associated with the Invoice.

11.4.4. The CONTRACTED PARTY shall submit to the CONTRACTING PARTY an Invoice attesting to the execution of services within 10 (ten) days of the cargo's arrival in Brazil. The Invoice shall be issued in US Dollars.

11.4.4.1. The Invoice submitted by the CONTRACTED PARTY must have a unique number and may not be repeated in other invoices. Duplicate invoices, or those without proper identification, shall be rejected by the CONTRACTING PARTY.

12. CLAUSE- FINANCIAL GUARANTEE

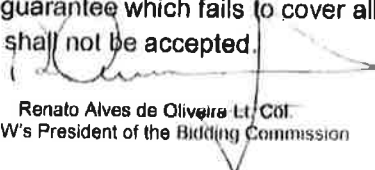
12.1. A financial guarantee shall be required of the CONTRACTED PARTY, in the amount of **5% (five percent)** of total Contract Value, within 10 (ten) business days of CONTRACT signature, to allow signature of SERVICE ORDER. The CONTRACTED PARTY shall provide a financial guarantee in US dollars, as follows:

12.1.1. ILOC – Irrevocable Letter of Credit, payable on demand, issued by a top-grade bank; or

12.1.2. Performance Bond, acceptable in form and substance to the CONTRACTING PARTY, at its reasonable discretion.

12.2. The financial guarantee must be valid throughout CONTRACT duration.

12.3. Any guarantee which fails to cover all possible risks and damages associated with Contract Execution shall not be accepted.


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12.4. If the guarantee amount is used, in full or in part, the CONTRACTED PARTY shall replenish the respective amount within 5 (five) business days from receipt of notification.

12.5. After CONTRACT termination, further to issue of the last Final Acceptance Certificate, and verification that all CONTRACTED PARTY obligations have been fulfilled completely, the guarantee shall be released and returned.

13. CLAUSE- CHANGES TO THE CONTRACT

13.1. In accordance with Article 65, §1º, of Law Nº 8.666/93 (Brazil), the CONTRACTED PARTY is legally bound to accept, at the same terms and conditions, any changes involving an increase or decrease in services of up to 25% (twenty-five percent) of total original CONTRACT amount.

13.1.1. Considering that the demands are estimated due to the characteristics of the object of the Contract, quantitative decreases exceeding 25 (twenty-five) percent of total Contract amount, may occur the execution of the contract, at the BACW's discretion.

13.1.2. The increases and decreases must be calculated based on the original amounts of services to be rendered under this Contract, on a case-by-case basis, without any type of compensation until the above limits are reached.

14. CLAUSE- PRICE ADJUSTMENT

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

14.2. In all renegotiations following the first, the annual term shall be counted from the last completed renegotiation.

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

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

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

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

14.5.2. The peculiarities of the contract in effect;

14.5.3. New agreement or collective stipulation of professional categories;

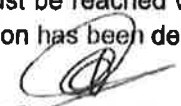
14.5.4. New table showing cost variation;

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

14.5.6. The CONTRACTED PARTY'S budget availability.

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


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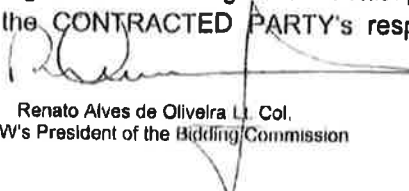
- 14.7.** In case of renegotiation, an amendment to the existing contract shall be drawn.
- 14.8.** The timeline in the above paragraph shall be suspended until the contracted party fulfills its tasks or delivers the documentation requested by the contracted party to prove cost variation.
- 14.9.** The CONTRACTING PARTY may submit requests for clarification to verify cost variation claimed by the contracted party.
- 14.10.** The submission of a renegotiation proposal by the CONTRACTED PARTY does not imply acceptance by the CONTRACTING PARTY, which may opt not to extend the contract by another 12 months.
- 14.11.** Should the CONTRACTED PARTY not present duly justified indices, the maximum renegotiation amount shall be, or equate to the variation in the CPI (Customer Price Index, issued by the Bureau of Labor Statistics – BLS – issued by the U.S. Bureau of Labor).

15. CLAUSE- PAYMENT

- 1.1.** The payment term shall be up to **30 (thirty) calendar days**, starting on the date on which the ACCEPTANCE RECEIPT is issued by the ACCEPTANCE COMMISSION.
- 15.1.** The invoice shall be issued by the CONTRACTED PARTY per the following procedures:
- 15.1.1.** Payment shall only be processed after the Invoice issued by the CONTRACTED PARTY is approved.
- 15.1.2.** "Approval" of the invoice is conditional upon the fulfillment of services described in the invoice presented by the CONTRACTED PARTY for services performed; and
- 15.1.3.** 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.
- 15.2.** Payment shall be processed via wire transfer, to the checking account, and bank branch chosen by the CONTRACTED PARTY, or through any other means available per legislation in effect.
- 15.2.1.** The payment date shall be the date on which the wire transfer actually takes place.

16. CLAUSE- MONITORING

- 16.1.** MONITORING shall be performed by agents of the Administration, specifically appointed by the Administration
- 16.2.** MONITORING contractual performance consists in verifying the conformity of the performance of the object as well as of the availability of necessary resources.
- 16.3.** The adequate verification of contractual performance must be carried out based on the criteria established in the BASIC PROJECT PLAN and in accordance with contractual terms.
- 16.4.** Contractual performance must be monitored and overseen, including oversight of the obligations associated with the CONTRACT.
- 16.5.** The MONITORING [team] shall record in its documents all events associated with the performance of the CONTRACT.
- 16.6.** Oversight and monitoring of contractual performance by the CONTRACTING PARTY do not eliminate the CONTRACTED PARTY's responsibility, including before third parties, for any


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irregularities, even if they may originate from technical imperfections, flaws or the improper use of equipment. Should such incidents occur, they do not imply shared responsibility with the CONTRACTING PARTY, its representatives or employees.

16.7. For the purposes of the CONTRACT, events shall be deemed impracticable or caused by Force Majeure if they fit the legal description provided in the single paragraph of Article 393 of the Brazilian Civil Code, or the terms of Item II, §1º, Article 57 of Law 8.666/93 (Brazil).

16.8. The MONITORING [team] shall also follow the procedures below;

16.8.1. Monitor and perform, when applicable, the procedures established in ICA 65-8/2008 e ICA 12-23/2017.

16.8.2. Monitor the development of all service requests made by the CONTRACTED PARTY;

16.8.3. Monitor the development of services until receipt by the CTLA and BACW;

16.8.4. Submit -for the EXPENSE SUPERVISOR'S evaluation- all proposals, questions, discrepancies and difficulties encountered during the performance of the contract, or those requiring approval and/or decision;

16.8.5. Receive invoices and compare them with the amounts established in the CONTRACT, certify the invoices and send them to the EXPENSE SUPERVISOR for approval.

16.8.6. All invoices must be service-related, detailing, at the very least: the units, total amounts, taxes and fees, PROCESSING FEES and discounts offered, cargo weight, volume number and code for the Brazilian Air Force's request. All supporting documents must be attached to the invoice for approval by COMREC.

16.8.7. If other costs may influence the service cost, these must be detailed; and

16.8.8. Issue- until the fifth day of the following month- a Contract Status Report for the Administration.

17. CLAUSE- RECEIPT OF THE OBJECT

1.2. The services contemplated by the CONTRACT must be received by COMREC in compliance with specifications established in BASIC PROJECT PLAN, Attachment I to this Invitation for Bid.

17.1. It is the BIDDING COMMISSION'S (COMREC) responsibility to:

17.1.1. Ascertain that the CONTRACTED PARTY follows the description of all services contemplated by the BASIC PROJECT PLAN;

17.1.2. Receive the services or reject them in accordance with the specifications set forth in the BASIC PROJECT PLAN, in up to 10 (ten) calendar days;

17.1.3. Once approved, the invoices shall be sent to the BACW's Contracts Division;

17.1.4. All proposals, questions, discrepancies and difficulties encountered during CONTRACT performance, or those requiring an assessment, must be submitted to the MONITOR, for evaluation by the Chief of the BACW.

18. CLAUSE- FORCE MAJEURE AND FORTUITOUS EVENTS

18.1. Unforeseeable or Force Majeure events shall be notified in writing to the Chief of the BACW, through the MONITORING [team], in order to determine the appropriate course of action, provided it has been proven that such events affected the services/materials supplied in accordance with the Object of this CONTRACT


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BACW's President of the Bidding Commission


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Internal Control Agent at the BACW



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18.2. 16.2. For the purposes 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, or the terms of, §1º, Art. 57 of Law Nº 8.666/93.

19. CLAUSE- ADMINISTRATIVE SANCTIONS AND PENALTIES

19.1. The application of administrative sanctions shall take into account the gravity of the failure, its recurrence, the damage caused to Public Interest and the loss caused to the Administration;

19.2. Failure to fulfill the CONTRACT in full or in part, or any breach of the obligations set forth in the CONTRACT, or in this Document, shall subject the CONTRACTED PARTY to the following penalties, without exclusion of other civil and criminal penalties, and to any and all damages and resources available to the contract by the CONTRACTING PARTY, in the terms of the CONTRACT or applicable legislation, ensuring due legal process.

19.2.1. A warning is the administrative sanction applied when the CONTRACTED PARTY breaches -for the first time- any obligations pertaining to contractual timeframes, or submission of incorrect invoice or non-fulfillment of the MONITORING [team]'s directives within 48 (forty-eight) hours of notification by the MONITORING team. In order for the Warning to be applied, a PAAI shall be generated.

19.2.2. A warning shall not be issued in cases of recurring faults in the same category of breach of contractual obligations.

19.2.3. The fines referenced in Line II, of art. 87 (such as, for example, due to total or partial failure to execute the Contract) of Law nº 8.666/93, may be defined and applied:

19.2.3.1. For total or partial non-Execution of Contract:

19.2.3.1.1. A fine may be applied for partial non-execution in the adjustment amount of 0.2% (two tenths of a percentage point), of the CONTRACT amount, if the CONTRACTED PARTY fails to comply with any amended condition of the CONTRACT; and

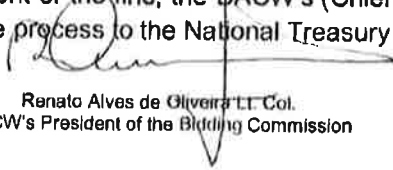
19.2.3.1.2. If the CONTRACTED PARTY should cause rescission, a fine will be applied for total non-execution of agreement in the amount of 10% (ten percent) of updated total CONTRACT value, without excluding a delinquency fine and any other sanctions set forth in Art. 87 of Law Nº 8.666/933.

19.3. After ensuring the Contracted Party's right to defense, within a period of 5 (five) business days, a fine for total or partial non-execution of the CONTRACT may be applied, in addition to the administrative sanctions set forth in Lines I, III and IV, of Art. 87, Law Nº 8.666/93

19.4. The BACW shall inform the CONTRACTED PARTY of the amount to be collected, after exhausting all administrative appeals, and the right to ample defense; the CONTRACTING PARTY shall deduct the amount from maturing installments s.

19.4.1. If payment is not extinguished in the above manner, the fines owed will be deducted, activating the CONTRACT'S financial guarantee.

19.5. After exhausting the actions described in the previous items, should money still be owed for the payment of the fine, the BACW's (Chief or Deputy) Expenses Supervisor, if applicable, shall submit the process to the National Treasury General Attorney's Office (PGFN), for evaluation, for


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the purpose of entering the sanctioned company in the Federal Unpaid Debt List ['Dívida Ativa da União'-DAU] and/or enable legal action, based on the amount owed.

19.6. The application of a fine does not exempt the CONTRACTED PARTY from compensation for damages, losses and injuries it may cause the Administration through its punishable act, nor does it rule out the possibility that other administrative penalties may be applied.

19.7. The application of the above fines may be appealed in 5 (five) business days

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

19.8.1. For up to 30 (thirty) days:

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

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

19.8.2. For up to 3 (three) months:

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

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

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

19.8.3. For up to 6 (six) months:

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

19.8.3.2. In the absence of contractual warranty, in the terms of the Bid Notice;

19.8.3.3. In case of relapse in the practice of an illicit act, as defined in items 19.8.1 e 19.8.2 of this section, in less than 24 (twenty-four) months;

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

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

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

19.8.4. For up to 12 (twelve) months:

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

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

19.8.4.3. In case of relapse in non-fulfillment, as set forth in item 19.8.3, in less than 36 (thirty-six) months;

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

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

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

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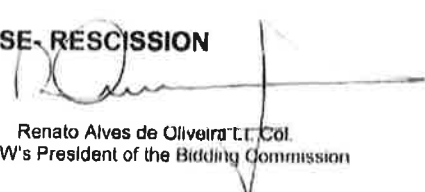
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- 19.8.5.3.** In case of "false testimony";
- 19.8.5.4.** If a final conviction is issued due to illicit act of fiscal fraud in the collection of taxes related to the contract;
- 19.8.5.5.** If services are interrupted without just cause and without prior notification to the Administration;
- 19.8.5.6.** If "falsified" or "adulterated" material is delivered and deception is used to deceive the Administration;
- 19.8.5.7.** If the contract is not fulfilled causing serious damages to the administration; and
- 19.8.5.8.** In case of relapse of non-fulfillment subject to sanction as described in item 19.8.4, in less than 48 (forty-eight) months.
- 19.9.** For the purposes of this Contract, as regards the application of an administrative sanction for the temporary suspension from bids and debarment from entering into contracts with the Administration, the term 'Administration' refers to the COMAER).
- 19.10.** Non-execution of the CONTRACT is defined as failure to complete the provision of services in accordance with the technical specifications provided in this Invitation for Bid.
- 19.11.** Improper behavior is defined as the voluntary attempt to deceive or corrupt the Administration, or any of its agents, for the purpose of obtaining illicit advantages.
- 19.12.** The PAAI pertaining to the Declaration of Unfitness shall be sent to the Ministry of Defense, per the appropriate chain of command, after issue of opinion by COJAER, given the State Minister's exclusive competence in applying sanctions. The sanction may be applied in any of the following ways:
- 19.12.1.** If the company has received a final conviction due to the practice of fiscal fraud with felonious intent in the collection of any taxes;
- 19.12.2.** If the company or professional committed an unlawful act, for the purpose of interfering with the Bid objectives
- 19.12.3.** If the Administration should verify that the company or professional is in fact unfit to enter into a Contract due to unlawful committed by it; o
- 19.12.4.** If the Brazilian Audit Court ['Tribunal de Contas da União'] has verified the proven existence of fraud in the Bid.
- 19.13.** The criteria for issuing a Declaration of Unfitness, which may not exceed 5 (five) years per current legislation, shall be submitted to COJAER, for further submission to the Defense Secretary. Rehabilitation further to this sanction may be claimed by the interested party 2 (two) years after its application.
- 19.14.** In issuing a Declaration of Unfitness, the suggested sanction shall be indicated, for inclusion -in the respective PAAI, for the purpose of rehabilitating the supplier- of the amount to be reimbursed, legal surcharges and other applicable obligations.

20. CLAUSE- LEGAL FOUNDATION

20.1. This CONTRACT is subject to Invitation for Bid Nº 184146/CABW/2018, and to the CONTRACTED PARTY'S Price Proposal, submitted by [COMPANY NAME] to the BACW.

21. CLAUSE- RESCISSION


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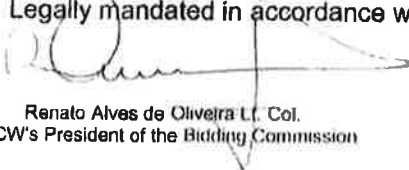
21.1. In accordance with the provisions of Article 78 of Law N° 8.666 / 93 (Brazil), the following are sufficient reasons to rescind the Contract:

- 21.1.1.** Non-fulfillment of contract clauses, specifications, projects and timeframes;
- 21.1.2.** Irregular fulfillment of contract clauses, specifications, projects and timeframes;
- 21.1.3.** Slowness in execution, leading the CONTRACTING PARTY to prove it is inviable to complete services within the established timeframes;
- 21.1.4.** Unjustified delay in starting the service;
- 21.1.5.** Interruption in the service, without just cause, and without advance warning to the CONTRACTING PARTY;
- 21.1.6.** Non-compliance with the orders issued by the authority appointed to oversee and inspect the performance of services, or of higher-ranking authorities;
- 21.1.7.** Repeated errors in execution, recorded as prescribed by §1° of Art. 67, Law N° 8.666/93;
- 21.1.8.** Filing for bankruptcy or enactment of civil insolvency;
- 21.1.9.** Dissolution of the company or death of the contracted individual;
- 21.1.10.** Corporate change or modification of the CONTRACTED PARTY's purpose or structure, in a manner which compromises CONTRACT performance;
- 21.1.11.** Public interest reasons (Brazil), which are highly relevant and widely known, justified and ordered by a highest-ranking executive authority in the administrative branch with jurisdiction over the CONTRACTED PARTY, based on an administrative proceeding established in the CONTRACT;
- 21.1.12.** 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, it is also entitled to suspend the fulfillment of its obligations until normalcy is restored;
- 21.1.13.** 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;
- 21.1.14.** Failure by the CONTRACTING PARTY to make available the facilities or object for the performance of services within the established deadlines;
- 21.1.15.** Unforeseeable or Force Majeure events, preventing Contract Execution, in which case proof is required; and
- 21.1.16.** Non-compliance with line V, Art. 27 of Law N° 8.666/ 93, without excluding applicable criminal sanctions.

21.2. The rescission shall be formally recorded in accordance with the law, ensuring the right to due legal process and ample defense.

21.3. The rescission of this CONTRACT may be:

- 21.3.1.** Unilaterally decided by the CONTRACTING PARTY in the events listed in items 21.1.1 through 21.1.12 and 21.1.16 of this Clause;
- 21.3.2.** 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
- 21.3.3.** Legally mandated in accordance with applicable legislation.


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BACW's President of the Bidding Commission


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Internal Control Agent at the BACW



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21.4. The CONTRACTED PARTY shall be compensated for the damages incurred, provided it is able to prove them, as a result of contract rescission, based on items 21.1.12, 21.1.13, 21.1.14, 21.1.15 and 21.1.16 in accordance with this Clause, with entitlement to:

21.4.1. The release of its financial guarantee;

21.4.2. Payments owed for CONTRACT execution up until date of rescission; and

21.4.3. Payment owed for its demobilization.

21.5. Administrative or amicable rescissions must be preceded by a written authorization, with adequate justification by the competent authority.

21.6. Rescission of the CONTRACT due to non-fulfillment of Contract Clauses shall result in use of the financial guarantee to compensate the CONTRACTING PARTY for the fines established and indemnification owed. Any credit associated with the CONTRACT shall be retained up to the limit of the damages caused to the CONTRACTING PARTY, without exclusion of the sanctions established in this CONTRACT.

21.7. The Contract Rescission Document must include:

21.7.1.1. Evaluation of contractual services rendered in full;

21.7.2. List of completed and pending payments; and

21.7.2.1. Indemnifications and Fines

22. CLAUSE- CHOICE OF LAW

22.1. This CONTRACT shall be written and interpreted in accordance with the principles of Law Nº 8.666/93, and it shall be governed in accordance with the laws of the District of Columbia, to include the Uniform Commercial Code, as adopted in the District of Columbia, without taking into account any conflict of law or doctrine which may apply. The United National Convention for Contracts for the Sale of International Goods shall not apply to this CONTRACT.

22.2. The parties agree to make a diligent, good faith attempt to amicably resolve any conflicts before either party initiates litigation in the terms of Clause 21 of this CONTRACT.

22.3. Any controversy or complaint related to this Contract, including matters concerning its existence, validity or rescission must be addressed by the Superior Court of the District of Columbia or US District Court in the District of Columbia, which shall be the exclusive jurisdiction for the submission of complaints by the parties.


23. CLAUSE- NOTIFICATION AND CORRESPONDENCE

1.1. All correspondence, reports and notifications arising from the execution of this CONTRACT shall be made in writing and shall only be considered to be received by the CONTRACTING PARTY and the CONTRACTED PARTY, if delivered to the addresses 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

BRAZIL'S FEDERAL GOVERNMENT THROUGH THE BRAZILIAN AERONAUTICAL
COMMISSION IN WASHINGTON, DC- BACW
1701 22nd Street, NW, Washington, D.C. 20008 - USA


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Telephone: 202/518-7359
Fax: 202/483-4684
Email: con@cabw.org

CONTRACTED PARTY

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

24. CLAUSE- NUMBER OF COPIES

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

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

24.1.2. (One) original for the CONTRACTED PARTY.

24.2. 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, [DAY] of [MONTH] of [YEAR]

For the CONTRACTING PARTY:

*DRAFT
Col. Av. Leonardo Guedes
Chief of the BACW

For the CONTRACTED PARTY:


NAME

CONTRACTING PARTY'S WITNESSES:

*DRAFT
Lt. Col. Intendant Rodrigo Otavio Correia Sampaio
Internal Control Agent

CONTRACTED PARTY'S WITNESSES

NAME: ID nº


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MINISTRY OF DEFENSE
AERONAUTICAL COMMAND
BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON.

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**ATTACHMENT A
BASIC PROJECT PLAN**

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Internal Control Agent at the BACW




MINISTRY OF DEFENSE
AERONAUTICAL COMMAND
BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON.

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**ATTACHMENT B
PRICE PROPOSAL**



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BACW's President of the Bidding Commission




Rodrigo Otavio Corrêa Sampaio Lt. Col.
Internal Control Agent at the BACW




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ATTACHMENT C
DELIVERY AND PAYMENT SCHEDULE

PHASE	DESCRIPTION	AMOUNT (US\$)	EXECUTION	PAYMENT
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
TOTAL		XXXXXX		


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