



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

BASIC PROJECT PLAN __/____/2020

Legal basis: Prepared on the basis of the premises contained in Art. 123 of Law N. 8.666/1993.

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1. PREAMBLE

1.1. The purpose of this plan is to hire Express and Ground Delivery Service for publications, technical and operation documentation and aeronautical loads within the USA and Canada, and, internationally, to and from Brazil.

1.2. DEFINITIONS:

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

1.2.1.1.1. COMAER - Brazilian Aeronautical Command;

1.2.1.1.2. COMREC - Goods and Services Receiving Commission;

1.2.1.1.3. CONTRACTED PARTY - The natural person or legal entity contracted to perform the services;

1.2.1.1.4. CONTRACTING PARTY - Brazilian Aeronautical Commission in Washington, DC; (BACW)

1.2.1.1.5. ICA - Aeronautical Command Directive;

1.2.1.1.6. MO - Military Organization;

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

1.2.1.1.8. PAG - Administrative Management Process;

1.2.1.1.9. TERM OF RECEIPT - Document issued by the COMREC attesting and accepting services performed.

2. OBJECT

2.1. The Contracting of a specialized company to perform the **carrier services** as Express and Ground Delivery Service for publications, technical and operation documentation and aeronautical loads within the USA and Canada, and, internationally, to and from Brazil, seeking the fulfillment of the BACW's needs.

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

3. JUSTIFICATION

3.1. The Law nº 9.784, of January 29th, 1999, which regulates the administrative proceedings in the Federal Public Administration, provides, in Art. 6º, Section IV, that the process must include **"making the request, with statement of the facts and its foundations."**

3.2. Currently, the Brazilian Aeronautical Commission in Washington has some transportation contracts, all with distinct purpose of this plan. Those are contracts for international air transportation services, specifically for materials that require great urgency in the delivery, and other contracts for international sea transportation services that deal with bulky materials that have no urge to be sent to Brazil.



3.3. This Basic Project Plan seeks to hire a company specialized in Express and Ground Delivery Services for publications, technical documentation and aeronautical loads within the USA and Canada, and, internationally, to and from Brazil. Such service is necessary to support Air Force Command activities, considering that the Brazilian Aeronautical Commission in Washington (BACW) is responsible for the procurement and distribution of all material, equipment, publications and technical documentation acquired in the United States and Canada, for all military units of the Brazilian Air Force.

3.4. Most of the transported goods and materials correspond to publications and technical documents that are purchased in the United States and Canada, and that require urgent distribution to End User, considering that those materials usually modify or update technical procedures, involving, mostly flight safety.

3.5. In addition to exports of materials, the BACW also receives from Brazil, several damaged materials for repairs and / or revisions that have to be sent to American and / or Canadian workshops. Therefore, it is necessary to acquire transportation for those materials that need to be sent to inspection and / or repair companies.

3.6. One of the main advantages for the Administration is that it will benefit from outsourcing these services, once the acquisition and maintenance of vehicle loads will not be necessary.

3.7. Furthermore, in the BACW's case, based on the previous years, it is possible to estimate a value to be used over a year. But it is not feasible to form a table with data that would enable a comparison of prices because items and documents are shipped according to its needs.

3.8. This impracticality is ratified by the fact that the repairable items that are sent to the BACW, in order to be repaired, have their particular destination assured after the bidding for hiring of the item's repair. In other words, even with the knowledge of size, weight and volume of material to be transported, it is not possible to know the destination and the distance with enough time for a bidding process for the transportation services.

3.9. Besides what was exposed, it is possible to add the fact that aeronautical materials to be repaired are subject to the ongoing Air Force exercises, which are influenced by a number of factors that can change the demands such as weather emergencies, geo-political conflicts, and humanitarian missions, among others.

3.10. With the exposed, it is not feasible to establish a matrix that could serve as a basis for a price comparison of object as well as discard all the market practices, which as exposed, provide a range of services, depending on the term of delivery, volume and destination of the materials.

3.11. Thus, it is explained the motivation for hiring transport services, while seeking economy, for a period of twelve (12) months.

4. SERVICE SPECIFICATION

4.1 The service to be performed consists of Express and Ground Delivery Service for publications, technical documentation and aeronautical loads within the USA and Canada, and, internationally, to and from Brazil.

4.2 The services in scope of this Basic Project Plan are defined as time- and day-definite delivery services for both air and ground shipments of extremely Urgent Letters, Small



Packages, and heavy items, performed by "door to door" system, and they must have an online tracking service.

4.3 BACW ship a wide-ranging mix of parcels via Express and Ground delivery services. Types of parcels that may be shipped include, but are not limited to, the following: Urgent Letters; Small Packages; Heavyweight Items.

4.4 The services to be performed consist of the collection, transportation and delivery of publications, technical documentation and aeronautical loads, considered as volumes of interest or property to the Air Force Command.

4.5 The CONTRACTED PARTY will be responsible for all costs related to collect, transport, handling, insurance, and delivery of publications, documentation and / or aeronautical loads.

4.6 The amount estimated for 12 month contract was based on research of services made in recent years and the expectation of future need, not granting right to the CONTRACTED PARTY if the CONTRACTING PARTY requests a smaller amount than estimated for that period. Only transportation that is strictly necessary, for the Logistics Support, will be required, while the CONTRACTED PARTY will be paid only for the services that have been completed.

4.7 The CONTRACTED PARTY must send the CONTRACTING PARTY an INVOICE for services performed.

4.8 The CONTRACTING PARTY shall complete payment of INVOICE within 30 (thirty) consecutive days of delivery of packages to the recipient.

4.9 All costs related to damages caused to third parties and to the BAF, during the preparation and/or performance of the services described in this plan, are the CONTRACTED PARTY'S responsibility.

4.10 The main service categories described under this Basic Project Plan include, but are not limited to, the following:

Service Category	Description
Express Next Day	All next business day delivery services by a specific time.
Express Second Day	Delivery within two business days.
Express Third Day	Delivery within three business days.
Ground	Routine day-definite delivery with delivery commitments based upon origin /destination ZIP Code distances or zones.
Other Deliveries	Contractors to provide service name, description, days in transit and delivery time.

4.11 In order to provide a continued solution to the delivery and transportation services, it is necessary to parameterize package shipment based on the general item types previously observed in this BASIC PROJECT PLAN, having as reference the years of 2017, 2018, and 2019, and excluding the years of 2015 and 2016, for not being compatible with the current



shipment history of the object to be contracted. The parametrization should be as described below:

4.11.1 Annual shipment to Brazil of approximately 150 mailing, periodicals, publications, technical and operational documentation, and administrative procedures;

4.11.2 Each mail is estimated to weight an average of 500g;

4.11.3 Annual shipment of more than 1500 volumes, between repairs and received materials, regarding purchase orders issued in 2017, 2018, and 2019, totaling more than 156 cubic meters of materials yearly;

4.11.4 For documentation and material shipments, parameterizing by distance and weight ranges, aiming the Administration needs, follows the table below to be used as reference:

DISTANCE	WEIGHT	WEIGHT	WEIGHT	WEIGHT	WEIGHT	WEIGHT
0-150 MILES	1-50 lbs	50-100 lbs	100-500 lbs	500-1000 lbs	1000-2000 lbs	2000 lbs or more
150-300 MILES	1-50 lbs	50-100 lbs	100-500 lbs	500-1000 lbs	1000-2000 lbs	2000 lbs or more
300 - 600 MILES	1-50 lbs	50-100 lbs	100-500 lbs	500-1000 lbs	1000-2000 lbs	2000 lbs or more
600 - 1000 MILES	1-50 lbs	50-100 lbs	100-500 lbs	500-1000 lbs	1000-2000 lbs	2000 lbs or more
1000 - 1400 MILES	1-50 lbs	50-100 lbs	100-500 lbs	500-1000 lbs	1000-2000 lbs	2000 lbs or more
1400 - 1800 MILES	1-50 lbs	50-100 lbs	100-500 lbs	500-1000 lbs	1000-2000 lbs	2000 lbs or more
1800 MILES OR MORE	1-50 lbs	50-100 lbs	100-500 lbs	500-1000 lbs	1000-2000 lbs	2000 lbs or more

4.11.5 Each material and reparable box received is 30 cm long x 36 cm wide x 90 cm high / 1.2 ft. long x 1 ft. wide x 3ft. high, which is a cubicle of 0.1 m³ or 3.5 ft.³, weighing approximately 13 Kg / 28 lbs.;

4.11.6 In general, the "Express Saver" mode will be more frequently used, however, due to the nature of the BACW's activities, the shipments of materials, documentation and other related loads, have to be able to be sent on "overnight" mode, for exceptional and / or emergency situations. It is noteworthy that these parameters may match all the service categories, distances and weight ranges suggested on this BASIC PROJECT PLAN.

5. PERFORMANCE

5.1. The Contractor may reweigh a shipment at any time prior to delivery and enter the correct weight and apply the correct charge to the shipment. The CONTRACTED PARTY shall indicate on the billing documents submitted to the paying activity those shipments that have been adjusted for weight.

5.2. The CONTRACTED PARTY shall provide customer service personnel familiar with the handling of claims for loss or damage of shipments made under the contract. The BACW will submit notification of claims for loss or damage in accordance with processes specified in the Contractor's Commercial Service Guide or Terms and Conditions. The CONTRACTED PARTY shall have the number of business days outlined in the Service Guide from the date of receipt of the agency notification of loss or damage, to provide the disposition of the claim.



5.3. The CONTRACTED PARTY shall have in place a program which assures the BACW that there will be adequate safeguards to protect BACW shipments from loss, damage or theft.

5.4. The CONTRACTED PARTY shall maintain a quality assurance program that shall ensure the security of the shipments, equipment and data has adequate safeguards and satisfies contract requirements; and the information captured for reports is accurate, complete, and timely; and customer service assistance is available in handling customer complaints, resolving customer issues and paying of claims in accordance with the terms and conditions of this Basic Project Plan.

6. STANDARDS OF CONDUCT

6.1. The CONTRACTED PARTY shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking disciplinary action(s) with respect to their employees as necessary.

6.2. All CONTRACTED PARTY employees shall wear distinctive, uniform clothing for ready identification. Uniforms shall be neat, clean, in good repair, and have a badge or monogram with the CONTRACTED PARTY'S name on it.

7. ENFORCEMENT REGIME

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

7.2. The future CONTRACT may undergo quantitative increases or decreases in the estimated amounts and values. However, such increases may not exceed 25% of initial contract amount, in accordance with Brazilian Law nº 8.666/1993.

7.3. The estimated budget for this Basic Project Plan does not imply any obligation from the CONTRACTING PARTY with regard to the demand amounts. Estimated quantities for 12 months of contractual performance are based on contracted amounts for previous years, as well as estimated future demand. Therefore, this does not offer the CONTRACTED PARTY any guarantee that any stipulated or minimum quantity will be reached. Should the CONTRACTING PARTY purchase a smaller amount than estimated within a 12-month contractual period, it shall only pay for the products and / or services ordered and received.

8. PRICE PROPOSAL

8.1. For this contracting, the public yearly published rates from the carriers shall be used as price proposal.

8.2. Using the average amounts paid during past years, and market research performed, the MAXIMUM ESTIMATED amount for the services of the contract shall not be more than **US\$ 69,497.28** per **12 months** of contract performance.

9. SUBCONTRACTING

9.1. Subcontracting is not authorized.



10. TERMS

10.1. Term of Validity

10.1.1. For the contracting(s) originated from this Bidding Process, the CONTRACT shall be replaced by a PURCHASE ORDER(s) to be issued by BACW.

10.1.2. The PURCHASE ORDER (s) shall be valid for at least 12 months, or until funds are allocated and available.

10.1.3. The validity may be extended if funds are available and if in the interest of the Administration.

10.2. Payment Processing Time

10.2.1. The payment processing time shall be up to 30 days from the Invoice date.

11. PRICE ADJUSTMENT

11.1. All price components shall be automatically adjusted by the publication of the carrier Standard List Rates on January of each year.

11.1.1. If the Administration finds that the adjusted price is not in the best of its interest, the allocated funds may be withdraw with no prejudice to the parties.

11.2. Publishing of a Standard List Rates by the carrier does not imply its acceptance by the CONTRACTING PARTY, which may choose to cease and issue a new request for services.

12. PAYMENT

12.1. The deadline for payment shall be within thirty (30) calendar days from the date of the Invoice.

13. RECEIPT OF THE OBJECT

13.1. The services that are the object of the CONTRACT shall be received by the BACW's Material Department Chief in accordance with the specifications set forth in the BASIC PROJECT PLAN.

13.2. When receiving the services, Material Department (SMAT) shall:

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

13.2.2. Accept or reject services according to the specifications set forth in the BASIC PROJECT within 10 (ten) consecutive days:

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

14. OBLIGATIONS

14.1. CONTRACTING PARTY'S OBLIGATIONS:

14.1.1. Provide all conditions enabling the CONTRACTED PARTY to perform the services herein.



14.1.2. Carry out monitoring of contractual performance, through a specifically appointed employee, recording in a special log any flaws detected, showing the day, month and year, as well as the names of any personnel who may be involved, sharing such observations with the relevant authority for any applicable measures;

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

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

14.2. CONTRACTED PARTY'S OBLIGATIONS:

14.2.1. Perform the services in accordance with this BASIC PROJECT, and with the CONTRACTED PARTY'S proposal, with the necessary means for the fulfillment of contractual terms;

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

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

14.2.4. Provide information and clarification of a technical nature, showing all necessary data and documents, when requested by the SMAT;

15. ESTIMATED BUDGET

15.1. Using the average amounts paid during past years, and market research performed, the MAXIMUM PRICE shall be **US\$ 69,497.28 per 12 months.**

15.2. The estimates included in this BASIC PROJECT PLAN do not imply any obligation by the CONTRACTING PARTY.

16. BUDGET ALLOCATION

16.1. The expenses arising from this contract shall be paid with resources of the item 33.90.39, Action 2000, received by the BACW from the Plan of Action of the Aeronautical Command, based in the Brazilian General Budget for the fiscal year.

Washington D.C., July , 2020.



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