

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

BASIC PROJECT PLAN 29/ADM/2020

Legal Basis: Document prepared on the basis of the premises contained in Art. 123 of the Brazilian Federal Law No. 8.666/1993, in Item IX, Article 6, and in the Bidding and Contracts Manual - TCU Guidelines and Jurisprudence (Brazil).

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1. PREAMBLE

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1.1. The purpose of this BASIC PROJECT PLAN is to introduce the necessary requirements, with the proper precision level, in order to provide de specifications for the contracting of a specialized carrier company to provide the services of Mobile Phone, aiming to meet the needs of the Brazilian Aeronautical Commission in Washington (BACW).

2. DEFINITIONS

2.1. In order to facilitate comprehension of terminology and to simplify text composition, the following abbreviations and expressions have been adopted, following by their definitions hereafter:

2.1.1. BACW or CABW – Brazilian Aeronautical Commission in Washington, DC;.

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

2.1.3. CONTRACTED PARTY – Company contracted to supply the object;

2.1.4. ADD-ON – Additional features that are charged monthly and can be included to the service plan individually;

2.1.5. COMAER – Brazilian Aeronautical / Air Force Command;

2.1.6. COMREC – Goods and Services Receiving Commission;

2.1.7. GLOBAL PRICE - BID submitted by a bidder, including all services to be performed in a 12-month period;

2.1.8. ICA – Aeronautical Command Directive;

2.1.9. MO – Military Organization;

2.1.10. MONITOR – The individual or commission representing the CONTRACTING PARTY to the CONTRACTED PARTY, appointed to continuously monitor the fulfillment of contractual terms and complementary orders issued by the Brazilian Federal Government in all their aspects;

2.1.11. PAG – Administrative Proceeding/Process;

2.1.12. PROVIDER AGREEMENT – Document with the terms and conditions from the provider in order for it to perform the services described in this Basic Project;



2.1.13. STARRT-UP FEE – Costs related to the initial account set up, SIM card costs and any other amount to be paid through the first bill/invoice and that will not be included in the subsequent bills/invoices;

2.1.14. TERM OF RECEIPT – Document issued by the COMREC, atesting and accepting the services performed;

2.1.15. USER – Individual designated by the Head of BACW to make use of the services described in this BASIC PROJECT.

3. OBJECT

3.1. The contracting of a company Contratação de empresa for the provision of Mobility Services (Mobile Phone Services), for a contractual term of 12 months, with the possibility of extensions up to the aggregate of 60 months, in order to meet the needs of BACW.

3.2. Mobility Services (Mobile Phone Services) must meet, at least, the requirements described below:

QTY	ITEM	CAPACITY
35	Serviços de Telefonia	Serviço de voz, texto e pacotes de dados ilimitado (4G LTE ou 5G) nos Estados
55	e Dados	Unidos e Canadá, e hotspot de menos 5 GB de dados por linha.
6	Token de	(USB Data Stick ou Hotspot) fornecendo internet ilimitada por dispositivo (4G LTE
0	conectividade	ou 5G)





4. EXPLANATION

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4.1. First, it must be taken into account that BACW's mission, according to its Internal Regulations, is to centralize, within its operational area, the logistical support activities and services abroad, for the execution of contract management activities, among other actions that can be attributed to it, within the domain of COMAER.

4.2. The object of this Basic Project aims at the contracting of mobile telephone services for the military personnel of BACW and the Brazilian Defense and Air Attaché Office in the United States of America.

4.3. It is necessary to emphasize that the efficient and effective communication of BACW's military personnel among themselves and between military organizations and government agencies in Brazil and other countries, is extremely important for the achievement of the many military missions that are attributed to BACW. Based on this, it is mandatory to reduce the obstacles that may occur due to peculiarities concerning location distance, climate and time zone difference, among others.

4.4. Based on that, the service that is object of this Basic Project allows interaction with suppliers, with BACW's human resources, with military organizations in Brazil and worldwide, U.S. agencies, in addition to allowing the possible approval of Comparative Maps and Purchase Orders, with the aim of achieving BACW's mission any time.

5. COVERAGE DETAILS

5.1. Since the Brazilian Aeronautical Commission has an ongoing contract with a mobile phone carrier, the estimated amount, including early termination fees and remaining payments by phone, is included in the estimated amount for this contract.

5.2. The CONTRACTED PARTY will provide 35 service plans for smartphones with unlimited voice and text messages, in addition to unlimited mobile Internet data connection and the possibility of hotsopt of at least 5GB.

5.3. The CONTRACTED PARTY shall provide text messaging and use of internet data in more than 200 countries / destinations, without charging extra fees (international data-roaming).

5.4. The CONTRACTED PARTY shall provide in the plan offered, coverage of calls, text and data to **Canada** as a domestic tariff rate.

5.5. If the USER travels to a country outside of the INTERNATIONAL ROAMING coverage offered, the provider may apply pay-per-use fees..



5.6. BACW must be able to add and / or remove extra services from any service planw under this BASIC PROJECT, at its discretion and at any time during the execution of the services.

5.7. The CONTRACTOR shall provide 6 connectivity tokens (USB Stick or Hotspot) with unlimited data connection.

5.8. Purchases arising from this Basic Project Plan must be contracted based on the Lowest Global Price criterion.

5.8.1. The PRICE PROPOSAL must be entered in English and prices shown in US dollars.

5.8.2. The BIDDER must use the Price Proposal Model, Annex II document of the Invitation for Bid (IFB).

5.8.3. When preparing the Price Proposal, the Bidder must comply with all the requirements established in clause 5, in order to achieve the GLOBAL PRICE.

5.8.4. The Price Proposal must include all costs related to the execution of the service, including, but not limited to: Surcharges, Taxes, Administrative Fees, INITIALIZATION FEE, monthly payments for a period of 12 months, in order to reach the GLOBAL PRICE.

5.8.4.1. The GLOBAL PRICE must reflect the maximum amount to be paid by the CONTRACTING PARTY in a period of 12 months, including all the COMPLEMENT options for all service plans, equipment costs and any other facilities that may be provided during the determined period.

5.8.5. The GLOBAL PRICE is the maximum amount to be paid by the CONTRACTING PARTY during the 12-month period. However, the CONTRACTING PARTY will make monthly payments for the services provided.

5.8.5.1. The services provided must be informed in a monthly invoice detailed by service plans.

5.8.6. If the CONTRACTOR requires SUPPLIER CONTRACT, the document must be attached to the price proposal.

5.9. The price must be a fixed price CONTRACT (Firm Fixed Price Contract - FFP Contract) during the first 12 (twelve) months of execution of the contract.



5.10. After the first 12 (twelve) months of contract execution, if it is renewed for another 12 (twelve) months, an adjustment may be applied to reestablish the financial relationship initially agreed between the parties at the signing of the contract, thus ensuring adequate remuneration for services, if and only if, the increase in input costs associated with the BIDDING Object is proven to the satisfaction of the Chief of BACW.

5.11. If the SUPPLIER discloses its rates, the maximum readjustment will be based on the published rates, in case the Administration (BACW) decides to renew the contract.

5.12. The future CONTRACT may suffer additions or quantitative reductions in the estimated values and values. However, such increases cannot exceed 25% of the initial contract value, in accordance with the Brazilian Federal Law No. 8,666 / 1993.

6. BACW'S OBLIGATIONS

6.1. To provide all the conditions available for the CONTRACTED PARTY to perform the services provided herein in accordance with the terms of the contract.

6.2. To require compliance with all obligations assumed by the CONTRACTED PARTY, in accordance with the contractual terms and terms of the proposal;

6.3. Follow up on contractual execution, through a specifically designated employee, recording the detected flaws in a special diary, indicating the day, month and year, as well as the names of any people who may be involved, sharing such observations with the competent body for any applicable measures;

6.4. To contact the CONTRACTED PARTY, in writing, about any possible imperfections that may occur during the execution of the contract, establishing a deadline for its correction;

6.5. To pay the CONTRACTED PARTY the amount resulting from the services provided, in accordance with the contractual terms;

6.6. To ensure for all the eligibility and qualification conditions required at the time of signing the Contract, in a manner compatible with the obligations assumed by the CONTRACTED PARTY throughout the execution of the contract.

6.7. To respect the terms and conditions of the CONTRACT.



7. CONTRACTED PARTY'S OBLIGATIONS

7.1. To execute the services in accordance with this BASIC PROJECT, and with the CONTRACTOR's proposal, with the necessary means to comply with the contractual terms;

7.2. Being responsible for making managerial and operational decisions to meet the quality standards required in this BASIC PROJECT.

7.3. To take responsibility for all labor and tax obligations linked to the object of the Contract;

7.4. To maintain, throughout the implementation of the contract, in a manner compatible with the obligations assumed, all the eligibility requirements required in the Bidding;

7.5. To cover any burden associated with a possible oversight of the amounts and values of your proposal, including with regard to variable costs that depend on future and uncertain factors; and

7.6. To provide information and clarifications of a technical nature, presenting all necessary data and documents, when requested by the CONTRACT MONITOR.

8. SUBCONTRACTING

8.1. Object subcontracting will not be allowed.

9. SUBJECTIVE ALTERATIONS

9.1. The merger, spin-off or incorporation of the contractor with / in another legal entity is allowed, provided that all the qualification requirements required in the original bidding by the new legal entity are observed, the remaining clauses and conditions of the contract are maintained, without prejudice to the performance of the contract. object and Management expressly agrees to proceed with the acquisition.

10.IMPLEMENTATION CONTROL

10.1. The Contract Monitor must be a BACW's military officer, specifically appointed by the Administration (BACW), in accordance with the precepts established by the Brazilian Federal Law No. 8.666 / 1993, of ICA No. 65-8 / 2009, and ICA No. 12-23 / 2019, to monitor compliance of the contract to be performed.

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10.2. The monitoring and inspection of contractual compliance consists of verifying the conformity of the services and allocating the necessary resources, thus ensuring the perfect application of the regularization.

11. ADMINISTRATIVE PENALTIES

11.1. The total or partial non-compliance with other obligations and responsibilities assumed by the Contracted Party will result in administrative sanctions, provided for in the BACW's Terms and Conditions, which may result in a fine or contract termination, among others, as provided for in Articles 77 and 80 of the Brazilian Federal Law 8,666 of 1993.

12. BUDGET APPROPRIATION

12.1. Using average amounts paid in recent years, the contract value considered is US\$ **21,764.60** per year, established based on the average payments in the last 5 (five) years of the CONTRACT, as shown in the table below:

YEAR	AMOUNT US\$
2015	33,222.00
2016	12,286.00
2017	14,944.00
2018	22,976.00
2019	25,395.00
AVERAGE	21,764.60

12.2. The expenses resulting from this contract will be paid with funds from item 33.90.40, Action 2000, BACW's Work Program, through the Action Plan of the Air Force Command, based on the General Budget of Brazil for the fiscal year.

Washington-DC, October 8, 2020.

BRUNO DA SILVA XAVIER Maj Av Chief of BACW's Information Technology Division





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Reviewed by:

RODRIGO OTAVIO CORREA SAMPAIO Lt Col Int Chief of BACW's Fiscal Division

Approved by:

ROBERTO MARTIRE PIRES Col Av Head of BACW



13.ANEXXES

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13.1. T-Mobile

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	Pick the best plan for each line. All AT&T unlimited pla	ns include unlimited talk, text, and data in the U.S., Can	ada and Mexico and 5G access at no extra charge.
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	AT&T Unlimited Elite SM	AT&T Unlimited Extra SM	AT&T Unlimited Starter sM
	✓ Unlimited talk. text. data + 100GB of Premium	✓ Unlimited talk, text, data + 50GB of Premium	✓ Unlimited talk, text, and data
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	✓ 30GB hotspot data per line	✓ 15GB hotspot data per line	Includes spam and fraud call blocking. Compatible device for AT&T Mobile Security app and Call Protect app access. Download of apps required.
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13.3. Verizon



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