



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

BASIC PROJECT PLAN 006/ADM/2019

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

1. PREAMBLE

1.1. DEFINITIONS:

1.1.1. 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:

1.1.1.1.1. ACCEPTANCE - “Acceptance” means that the CONTRACTING PARTY has analyzed and agreed that the service provided by the CONTRACTED PARTY meets all contracted requirements;

1.1.1.1.2. ADMINISTRATIVE DIVISION - The Division that represents the CONTRACTING PARTY before the CONTRACTED PARTY, designated to systematically monitor compliance with the terms and complementary orders issued by the Government, in all its aspect;

1.1.1.1.3. APPROVAL - “Approval” means that the CONTRACTED PARTY has reviewed submissions, final documents and administrative documents (for example, insurance certificates, installation schedules, planned interruptions to public services, etc.) and has agreed that the documents are in compliance with the contractual requirements. Government approval does not release the CONTRACTING PARTY from liability for compliance with federal, state and municipal laws and regulations;

1.1.1.1.4. COMAER - Brazilian Aeronautical Command;

1.1.1.1.5. COMREC - Goods and Services Receiving Commission;

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

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

1.1.1.1.8. ICA – Brazilian Aeronautical Command Internal Instruction;

1.1.1.1.9. OM – Military Organization;

1.1.1.1.10. NEGLIGENCE - It is the act of omitting or forgetting something that should have been said or done in order to prevent it from causing injury or damage to others;

1.1.1.1.11. PAG - Administrative Management Process;

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1.1.1.1.12. TECHNICAL VISIT- Visit requested by the CONTRACTED PARTY to acquire the necessary knowledge about the conditions, equipment and systems of the installations.

1.1.1.1.13. TERM OF RECEIPT - Document issued by the CONTRACTING PARTY attesting and accepting services performed.

2. OBJECT

2.1. The Contracting of a specialized company for the services of **leasing of a 2020 vehicle (SEDAN)**, as per characteristics described in the Basic Project, to be used by the Defense and Air Attaché Office, for a period of 36 months, including preventive maintenance.

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

3. JUSTIFICATION

3.1. First of all, it must be taken into account that the mission of Defense and Air Attaché Office in the United States is to represent the Ministry of Defense of Brazil and the Brazilian Air Force before the Department of Defense and the United States Air Force as well as the Canadian Department of National Defense. As well as, plan, organize and monitor official visits to the military facilities of the hosts of the Armed Forces and to inspect, guide and provide administrative support to the military in transit, in order to maintain the good relationship between the Brazilian Armed Forces and the host countries.

3.2. The Defense and Air Attaché Office in the United States is located next to the Brazilian Embassy in Washington D.C., at 3006 Massachusetts Ave NW, Washington, DC 20008.

3.3. In accordance with ICA 75-6 / 2011 (CLASSIFICATION, DISTRIBUTION, EMPLOYMENT, USE AND OPERATION OF SURFACE TRANSPORT VEHICLES), item 4.2.1, the maximum period for using vehicles with a gasoline engine, alcohol, a gas or electric, is 05 (five) years.

3.4. In addition, the leasing of a vehicle will serve as a replacement, for a period of 36 months, for the current car existing in the Defense and Air Attaché Office in the United States, a CHRYSLER 300S, from the year 2012, having 08 (eight) years of use.

3.5. In this sense, the SUV-type vehicle to be contracted by leasing agreement shall be used in support of the functional activities of the Defense and Air Attaché, and other officials of the Ministry of Defense on official visits to the United States.

3.6. The purpose of contracting this service is to lease a vehicle, SEDAN-type, for a period of 36 months, with an estimated annual use of 12,000 (twelve thousand) miles.

4. VEHICLE'S SPECIFICATION

4.1. The vehicle to be contracted by leasing agreement must have some minimum characteristics to be used as an Official / Diplomatic vehicle in the United States. It is also important to ensure safety requirements and minimum conditions to face specific situations that include driving in the

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snow. In addition, this new lease aims to use a vehicle capable of being both fuel efficient and environmentally friendly technology.

4.2. For reference purposes, the vehicle to be hired in the lease agreement must have the following minimum requirements:

4.2.1. Vehicle Type:

2020 Vehicle (sedan), with 4 (four) doors.

4.2.2. Color requirements:

Interior color: BLACK;

Exterior color: DARK GRAY;

Seating: for up to (4) four;

Seating Type: Leather.

4.2.3. Powertrain:

5-liter 6-cylinder engine;

Electronically controlled Continuously Variable Transmission (ECVT);

All-wheel-drive system;

Fuel Consumption: 40 city/ 39 highway / 40 combined estimated miles per gallon;

Fuel: Hybrid;

Traction Control;

4.2.4. Exterior Features:

LED headlamps and taillights;

18-inch alloy wheels with machined finish;

Smart Key System on front doors and trunk with Push Button Start and remote illuminated entry;

Power outside mirrors with turn signal indicators.

4.2.5. Interior Features:

3-zone automatic climate control;

2-inch Multi-information Display (MID) in instrument panel;

8-way power driver's seat;

Auto up/down for all power windows;

Multimedia with 8-inch touchscreen display;

Front seat reading lights and cargo area light;

Privacy glass on rear side, quarter and lift gate windows;

Heated seats (front and back);

Heated steering wheel;

IPhone or Android auto;

Compatible wireless smartphone charging.

4.2.6. Safety / Convenience Features.

Safety System and airbags for driver and passenger;

Pre-Collision System with Pedestrian Detection (PCS w/PD), Lane Departure Alert with Steering Assist (LDA w/SA), Automatic High Beams (AHB), Dynamic Radar Cruise Control (DRCC);

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Tire Pressure Monitor System (TPMS) with direct pressure readout and individual tire location alert;

Blind Spot Monitor (BSM) and Rear Cross-Traffic Alert (RCTA).

4.3. Lease Requirements:

4.3.1. The leased vehicle shall be delivered at the Defense and Air Attaché Office, located at the Brazilian Aeronautical Commission is Washington - BACW, 1701 22nd St NW, Washington, DC 20008.

4.3.2. The lease term shall be for 36 (thirty-six) months, which shall comprehend 12,000 (twelve thousand) miles per year.

4.3.3. In case the leasing company charges any Termination Fee and/or Disposition Fee, this charge shall be described at the Price Proposal.

4.3.4. The BIDDER shall consider a **down payment** of a vehicle Chrysler 300 (2012) stipulated in the minimum value of US\$ 7,400.00 (seven thousand four hundred dollars) in case it results in the decrease of the installments for the lease agreement.

4.4. Maintenance requirements:

4.4.1. The maintenance services shall be provided at dealers authorized by the vehicle's manufacturer.

4.4.2. At the Lease signature, the CONTRACTED PARTY shall present the coverage of the recommended factory maintenance.

4.4.3. Tire's replacement shall be included in the maintenance services.

5. ENFORCEMENT REGIME

5.1. The purchases resulting from this Basic Project must be contracted in based on the Lowest Global Price criterion.

5.2. For this specific hiring, the CONTRACT shall be replaced by a PURCHASE ORDER and the LEASE AGREEMENT. The future PURCHASE ORDER may undergo quantitative increases or decreases in the estimated amounts and values. However, such increases may not exceed 25% of initial amount, in accordance with Brazilian Law nº 8.666/1993.

6. PRICE PROPOSAL

6.1. The PRICE PROPOSAL must be typed in English and the prices demonstrated in U.S dollars.

6.2. The BIDDER must submit the GLOBAL PRICE.

6.3. In order to submit the GLOBAL PRICE, the bidder shall consider a **down payment** of a vehicle Chrysler 300 (2012) stipulated in the minimum value of US\$ 7,400.00 (DP) , the **monthly payment** multiplied by 36 months (MP), the **fees** mentioned on item 4.3.3 (T), if applicable.

DOWN PAYMENT	MONTHLY PAYMENT		FEES (T)	GLOBAL PRICE
USD 7,400.00	36	USD	USD	USD

$$GLOBAL PRICE = US\$7,400.00 + (36 * MP) + T$$

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7. SUBCONTRACTING

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

7.1.1. Sub-contracting may be authorized by the BACW's Chief, through the CONTRACT MONITOR up to the limit of 40% of the amount of the services.

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

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

8. TERMS

8.1. Acceptance term

8.1.1. The services performed must be accepted by the Administration through an adequately of a Term of Receipt.

8.2. Payment Processing Time

8.2.1. The payment processing time shall be up to 30 days, starting on the date on which the Term of Receipt is issued.

8.3. The LEASE TERM shall be valid from the day of the vehicle delivery and shall be concluded within **36 months** from the vehicle's delivery.

9. MONITORING

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

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

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

10. PAYMENT

10.1. The deadline for payment shall be within thirty (30) calendar days from the date the term of receipt. The payment will occur as follows:

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- 10.1.1.** INVOICES, in U.S. dollars, must be forwarded to the ADMINISTRATIVE DIVISION.
- 10.2.** The CONTRACTED PARTY shall not modify the methods to present charges during the contract performance.

11. RECEIPT OF THE OBJECT

11.1. The services that are the object of this BASIC PROJECT shall be received by the ADMINISTRATIVE DIVISION in accordance with the specifications set forth in this instrument.

11.2. It is the responsibility of the MONITOR to:

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

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

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

11.2.4. During the performance of the services, all proposals, questions, discrepancies, causing difficulties or requiring evaluation must be submitted to the ADMINISTRATIVE DIVISION. If necessary, the ADMINISTRATIVE DIVISION 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.

12. OBLIGATIONS

12.1. Obligations of the CONTRACTING PARTY:

12.1.1. Provide all conditions that allow the CONTRACTED PARTY to perform contracted services, in accordance with the terms of the contract.

12.1.2. Require or fulfill all obligations assumed by the CONTRACTED PARTY, in accordance with the contractual terms and terms of the proposal.

12.1.3. Monitoring contractual performance, appointing a monitoring commission, which shall register in a report detected faults, demonstrating the day, month and year, as well as the name of any person who may be involved, shares the records with the authorized employee for any measures.

12.1.4. Notify a CONTRACTED PARTY, in writing, of possible imperfect changes that occurred during the execution of the contract, setting a timetable for its correction.

12.1.5. Pay the CONTRACTED PARTY or the amount of the services provided, in accordance with the contractual terms.

12.2. Obligations of the CONTRACTED PARTY:

12.2.1. Perform the services in accordance with this BASIC PROJECT and the contractual terms.

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12.2.2. No declaration, promise or inclusion made by either party, which is not contained in this Basic Project shall be valid.

12.2.3. Repair, correct, remove or replace, at its own cost, in whole or in part, any activities carried out in which failures or defects related to performance are detected by the Administration.

12.2.4. Maintain the ADMINISTRATIVE DIVISION or the monitoring commission informed about the current status of the work being performed, provide work schedules and provide other pertinent information necessary to the ADMINISTRATIVE DIVISION or its representative.

12.2.5. Take responsibility for all tax obligations related to the service to be performed.

12.2.6. Do not transfer any responsibility related to the obligations assumed to third parties, even in the case of subcontracting additional services to the approval by the CONTRACTING PARTY.

12.2.7. Provide information and clarifications of a technical nature, showing all necessary data and documents, when requested by the ADMINISTRATIVE DIVISION.

12.2.8. A Point of Contract, appointed by the CONTRACTED PARTY shall always be available when the work of the Contract is in progress to receive notifications, reports or requests from the ADMINISTRATIVE DIVISION or its representative.

12.2.9. Provide to the ADMINISTRATIVE DIVISION or its representative with a list of telephone numbers where an authorized representative may be contacted 7 (seven) days a week, at any time of the day or night, to provide the required services.

13. ESTIMATED BUDGET

13.1. After performing a market research and obtaining a medium of monthly cost of **US\$ 627.77**, the MAXIMUM GLOBAL PRICE ESTIMATED amount for the services of the contract shall not be more than **US\$ 26,084.00** for 36 months-period.

14. BUDGET ALLOCATION

14.1. The expenses arising from this contract shall be paid with resources of the item 33.90.39, Action 2000, received by the Defense and Air Attaché Office in Washington D.C. from the Plan of Action of the Aeronautical Command.

Washington DC, Month XX, 2020.

Prepared by:

CLEBER NEWTON DEODATO Lt Col
Chief of Administrative Division

Reviewed by:

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

Approved by:

Roberto Martire Pires, Col
Chief of BACW

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