



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

BASIC PROJECT 044 / ADM / 2020

Legal support: Prepared based on the guidelines contained on thte Art. 123 of the Brazilian Federal Law No. 8.666/1993, item IX of Art. 6th of the same Law, and on the Bidding and Contracts Manual – Directives and Jurisprudence from the Brazilian Federal Accounts Court (“TCU”).

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1. PREFACE

- 1.1. The objective of this Basic Project is to present the combination of necessary and sufficient elements, with the necessary degree of precision, to meet the contracting of a specialized company to provide building maintenance and cleaning services at the premises of the Brazilian Aeronautical Commission located in Washington, DC, and in Temple Hills, MD, for a period of 12 months, with the possibility of extensions of up to 60 aggregate months.

2. DEFINITIONS

- 2.1. In order to facilitate the understanding of the terms used in this Basic Project, the following abbreviations and expressions were adopted, followed by their definitions:
 - 2.1.1. BACW - Brazilian Aeronautical Commission in Washington;
 - 2.1.2. CONTRACTING PARTY - Brazilian Aeronautical Commission in Washington;
 - 2.1.3. CONTRACTED PARTY - The natural or legal person hired to perform the services;
 - 2.1.4. EXTRAS SERVICES - Services not included in the Contract;
 - 2.1.5. ACCEPTANCE - "Acceptance" means that a CONTRACTING PARTY's Receiving Commission (COMREC) has inspected and agrees that the service meets all the requirements of the contract;
 - 2.1.6. APPROVAL - "Approval" means that the CONTRACTOR has analyzed the presentations, deliveries and administrative documents (for example, insurance certificates, installation schedules, planned interruptions in public services, etc.) and determined that the documents are in compliance with the requirements of the contract. The approval by the CONTRACTING PARTY does not exempt the CONTRACTOR from the responsibility to comply with federal, state and local laws and regulations;
 - 2.1.7. CLEAN SQUARE FEET - Calculated by taking the gross square feet minus the walls (approximately 1.5% of the gross square feet);
 - 2.1.8. COMAER - Air Force Command;
 - 2.1.9. COMREC - Commission for Receiving of Goods and Services;
 - 2.1.10. PREDIAL - A reference to "building" is interchangeable with "janitorial". Building and related services may include cleaning, window washing, garbage removal, snow and ice removal, elevator maintenance, burglar alarm monitoring and routine HVAC maintenance;
 - 2.1.11. ICA - Instruction of the Air Force Command;
 - 2.1.12. OM - Military Organization;

2.1.13. MONITOR - The individual representing the CONTRACTING PARTY to the CONTRACTED PARTY, designated to systematically inspect compliance with the contractual clauses and complementary orders issued by the Government, in all its aspects;

2.1.14. NEGLIGENCE - "Negligence" is the failure to use due care in circumstances. It is the practice of some act that a person of ordinary prudence would not have done in similar circumstances or the failure to do what a person of ordinary prudence would have done in similar circumstances;

2.1.15. NORMAL WORKING HOURS - "Normal working hours" is the building's opening hours in most circumstances, when all services must be provided to all occupants from 7:15 am to 3:15 pm. (HUSA);

2.1.16. PAG - Administrative Management Process;

2.1.17. QUALITY ASSURANCE SURVEILLANCE PLAN (PVGQ) - The PVGQ is the CONTRACTING PARTY's surveillance method to monitor and evaluate the CONTRACTOR's performance in this Basic Project;

2.1.18. QUALITY CONTROL PLAN (PCQ) - The Quality Control Program is a system to identify and correct deficiencies in the quality of services before the level of performance becomes unacceptable. The preparation of this document is the responsibility of the CONTRACTOR;

2.1.19. SANITIZATION - This is the process of removing dirt and certain bacteria so that the number of germs is reduced to a level where the spread of disease is unlikely;

2.1.20. SERVICE CALLS - Service calls are defined as an incident caused by a failure in one of the BACW systems that is part of this Basic Project.

2.1.21. STANDARD SERVICES - A standard service is defined as all services that are included in the contract;

2.1.22. TECHNICAL VISIT - Visit requested by the bidders to acquire the necessary knowledge about the conditions of the installations, equipment and systems in order to present a price proposal at least 1 (one) business day before the start of the trading session;

2.1.23. RECEIPT TERM - Document issued by COMREC, attesting and accepting the services provided.

3. OBJECT

3.1. The contracting of a specialized company to provide building maintenance and cleaning services at the premises of the Brazilian Aeronautical Commission located in Washington DC and Temple Hills, MD, for a contractual term of 12 months, with the possibility of extensions of up to an aggregate of 60 months, to meet the needs of BACW.

3.1.1. The specification of each building can be found on the BUILDING INFORMATION FORM, Annex A of this BASIC PROJECT.

3.1.2. The address of each building can be verified below:

Premises	Address
Headquarters	1701 22nd St. N.W. Washington, DC 20008
Warehouse	4601 Beech Road, Temple Hills, MD 20748

3.2. It is noted that the services related to this BASIC PROJECT must comply with all laws and regulations established by the United States Government, the district and the state in which the facilities are located.

4. JUSTIFICATION

- 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 activities and support services abroad, for the execution of contract management activities , among other actions. that can be assigned to him, within the COMAER domain.
- 4.2. The Brazilian Government has 2 buildings located in the United States under the responsibility of COMAER. BACW headquarters located at 1701 22nd St, N.W., Washington, D.C., 20008, and BACW Warehouse, located at 4601 Beech Road, Temple Hills MD 20748.
- 4.3. According to the NSCA 87-1 / 2019 (Aeronautical Command Patrimony System), BACW has direct supervision of these buildings.
- 4.4. In this sense, the Chief of BACW designated the Administrative Division to maintain the security and conservation of movable and immovable property, as well as of all materials and equipment provided by BACW, always aiming at the rationalized use of means and resources.
- 4.5. Based on this, the services that are the object of this BASIC PROJECT aim to avoid the natural wear and tear of goods and equipment under the responsibility of BACW, implementing maintenance, conservation, preservation and other related services, such as garbage collection, snow removal, maintenance of elevators, burglar alarm monitoring and routine cooling and heating (HVAC) maintenance.

5. SERVICE DETAILS

- 5.1. The CONTRACTOR shall provide all personnel, labor, equipment, materials, tools, supplies, supervision, management, training / certifications and services, and otherwise

perform all necessary actions or incidents to, perform and provide the work efforts services provided for in the contract.

- 5.2. Bidders are strongly encouraged to evaluate the facilities and acquire the necessary knowledge regarding aspects of the facilities and / or conditions for the performance of the services that are the object of this BASIC PROJECT. Companies interested in requesting a TECHNICAL VISIT (prior to the session) may do so.
- 5.3. The execution of the services that are the object of this Basic Project at BACW's facilities will take place between the NORMAL WORK AREAS. Hours must not be changed unless authorized by the FISCAL.
- 5.4. The requirements of this Basic Project are stated in terms of the desired results with associated quality standards. The contract consists of three main functional areas: STANDARD SERVICES, EXTRA SERVICES and SERVICE CALLS.
- 5.5. The services resulting from this Basic Project must be contracted based on the Lowest Global Price criterion.
- 5.6. The PRICE PROPOSAL must be entered in English and prices shown in US dollars.
- 5.7. APPLICANTS must submit a summary of the annual costs expressed by Establishment including all services that are the object of this BASIC PROJECT as STANDARD SERVICES.
- 5.8. BIDDERS must submit the SERVICE CALL FEE individually for elevator services, burglar alarm service and HVAC services.
- 5.9. BIDDERS must indicate whether the services will be performed by the CONTRACTOR or by a subcontractor in the cases of SOLID WASTE / WASTE MANAGEMENT, WINDOW CLEANING, SNOW AND ICE REMOVAL, ELEVATOR MAINTENANCE, ROUTINE ALARM MONITORING and / or ROUTINE MAINTENANCE HVAC.
- 5.10. If any entry fee applies, the BIDDER MUST indicate it in the PRICE PROPOSAL.
 - 5.10.1. If the BIDDER hires a subcontractor, it must indicate in its proposal the markup percentage of the subcontractor's cost.
 - 5.10.2. Additions greater than 10% of the cost of the subcontractor will not be accepted.
- 5.11. Bidders must submit their price proposals in accordance with the PRICE PROPOSAL MODEL, as provided for in the Bidding.
- 5.12. In order to achieve the GLOBAL PRICE, the bidder must provide the ANNUAL STANDARD SERVICES proposal per building and add it to the SERVICE CALL RATES.
 - 5.12.1. GLOBAL PRICE should be used as a parameter to guarantee the LOWEST OFFER. However, payment for STANDARD SERVICES must be made as the services are provided. In addition, the payment of SERVICE CALLS and EXTRAS SERVICES will only be made as they are provided, provided they are authorized by the FISCAL.
- 5.13. 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 Law No. 8,666 / 1993.

6. BACW's OBLIGATIONS

- 6.1. To provide all conditions that enable the CONTRACTOR 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 CONTRACTOR, in accordance with the contractual terms and terms of the proposal;
- 6.3. To 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 any applicable measures;
- 6.4. To notify the CONTRACTED PARTY, in writing, of any imperfections that occurred during the execution of the contract, establishing a deadline for its correction;
- 6.5. To pay the CONTRACTOR the amount resulting from the services provided, in accordance with the contractual terms;
- 6.6. To zealously ensure that - during the execution of the contract - all the conditions of eligibility and qualification - required at the time of signing the Contract - are maintained, in a manner compatible with the obligations assumed by the CONTRACTOR.
- 6.7. To approve the QUALITY CONTROL PLAN to be presented by the CONTRACTOR.
- 6.8. To approve the CLEANING SCHEDULE and the PREVENTIVE MAINTENANCE schedule to be presented by the CONTRACTOR.

7. CONTRACTOR's OBLIGATIONS

- 7.1. To perform the services in accordance with this BASIC PROJECT, and with the CONTRACTOR's proposal, with the necessary means to comply with the contractual clauses;
- 7.2. To repair, correct, remove, reconstruct or replace, at its own expense, in whole or in part, any activities carried out in which performance-related failures, flaws or defects are at the discretion of Management, presenting a new methodology for assessment by Management;
- 7.3. To ensure that your employees are properly trained, licensed and / or certified to operate the necessary construction systems or equipment for which licensed and / or certified personnel are required by federal, state or local laws; codes or ordinances;
- 7.4. To use innovation, technology and other means and methods to develop and execute the most efficient cleaning services for the building.
- 7.5. To implement an effective Quality Control Plan (PQC).

- 7.6. To keep the MONITOR or its designee informed of the current status of the work being performed, provide work schedules and other pertinent information necessary for FISCAL or its designee.
- 7.7. The CONTRACTOR will be responsible for maintaining satisfactory standards of competence, conduct, appearance and integrity of employees and will be responsible for taking disciplinary measures in relation to its employees, as necessary. The CONTRACTOR is responsible for ensuring that its employees do not disturb papers on tables, open drawers or cabinets, or use CONTRACTING PARTY phones, except when authorized. Each employee is expected to comply with standards of behavior that reflect favorably for their employer and the CONTRACTING PARTY. Smoking is not permitted in the building.
- 7.8. To assume civil liability for moral and material damages caused to the Brazilian Nation by actions or omissions of its employees, workers, agents or representatives;
- 7.9. To provide all personnel, labor, equipment, materials, tools, supplies, supervision, management, training / certifications and services, except as may be expressly established as the provided CONTRACTING PARTY, and otherwise perform all necessary actions or incidents for, perform and provide the work efforts described in the contract.
- 7.10. To be responsible for making management and operational decisions to meet the quality performance standards required in the contract.
- 7.11. To assume responsibility for all tax and service-related obligations;
- 7.12. To maintain all the eligibility requirements required in the Bidding, during the implementation of the contract, in a manner compatible with the obligations assumed;
- 7.13. To not pass on to third parties any responsibility related to the obligations assumed, even if the subcontracting is after the CONTRACTING PARTY's approval;
- 7.14. To cover any burden associated with a possible oversight in the amounts and values of your proposal, including with regard to the variable costs that depend on future and uncertain factors;
- 7.15. To provide information and clarifications of a technical nature, presenting all necessary data and documents, when requested by FISCAL;
- 7.16. A supervisor, appointed by the CONTRACTOR, must be available at all times when the services of the Contract are in progress to receive notifications, reports or requests from the FISCAL.
- 7.17. The CONTRACTOR shall provide the CONTRACTING PARTY or the FISCAL of the contract with a list of telephone numbers where an authorized representative can be contacted seven (7) days a week at any time of the day or night to provide the necessary services.
- 7.18. MISCELLANEOUS - The CONTRACTOR shall:
 - 7.20.1. Make sure that the CONTRACTOR's employees use lights and taps only in the areas where and when the work is actually being performed. After leaving, all lights and water taps in the work area must be turned off.

7.20.2. Make sure that workers do not adjust mechanical equipment controls for heating, ventilation and air conditioning systems, unless authorized by MONITOR.

7.20.3. Make sure that reports of fires, dangerous conditions and items that need to be repaired (for example, dead lights, broken windows or doors, torn carpets, leaking sinks, urinals or goods, dead trees or shrubs, etc.), for the FISCAL.

7.20.4. Make sure, if applicable, that the rooms are locked after cleaning and that the keys are returned to the designated office.

7.20.5. Ensure that items lost and found by the CONTRACTING PARTY employees are delivered to the FISCAL.

7.20.6. Ensure that the CONTRACTOR's employees notify the Chief of the Administrative Division or his military assistant, when unauthorized or suspicious people are visiting the premises.

7.19. The partial or total non-compliance with the responsibilities assumed by the CONTRACTED PARTY will result in the application of administrative sanctions, provided for in the future CONTRACT, including fines, which may result in contractual termination.

8. SUBCONTRACTING

8.1. In case of subcontracting, it must comply with the following guidelines:

8.1.1. Subcontracting can be authorized by the BACW Chief, through the contract FISCAL.

8.1.2. The Subcontractor must prove to have technical qualification for the performance of the services, even if the CONTRACTOR is responsible for the quality of such services.

8.1.3. In the event of subcontracting, the CONTRACTOR shall have full responsibility for the full performance of the Contract, being responsible for supervising and coordinating the subcontractor's activities, as well as responding to the CONTRACTING PARTY for strict compliance with the Contract, agreements related to the object that was subcontracted.

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. MONITORING

- 10.1. The CONTRACT MONITOR must be a military officer, specifically appointed by the Brazilian Federal Administration, according to the precepts established by Law nº 8.666 / 1993, of the ICA nº 65-8 / 2009, and of the ICA nº 12-23 / 2019, to monitor and inspect the compliance of the contract to be performed.
- 10.2. The monitoring of contractual compliance consists of verifying the conformity of the services and allocating the necessary resources, thus ensuring the perfect application of the adjustment, and must be carried out by FISCAL.
- 10.3. The CONTRACTING PARTY representative must have the necessary experience to monitor and inspect the performance of the Contract.
- 10.4. The verification of adequate contractual compliance must be carried out based on the criteria established in this BASIC PROJECT and in accordance with the contractual terms.
- 10.5. Contractual performance must be monitored and inspected by means of inspection instruments, such as reports, including the monitoring of compliance with obligations arising from this contract.
- 10.6. The FISCAL must record in its records all the events related to the execution of the Contract, taking the necessary measures for the complete fulfillment of the contractual clauses. Measures that exceed its competence must be notified to the competent authority in a timely manner.
- 10.7. The follow-up of the contractual execution carried out by the CONTRACTING PARTY does not eliminate the CONTRACTOR's liability, also to third parties, for any irregularity, even if resulting from technical imperfections, failures or inappropriate use of equipment, and when these incidents occur, they do not imply shared responsibility by the CONTRACTING PARTY, its representatives or collaborators.

11. ADMINISTRATIVE PENALTIES

- 11.1. The total or partial non-compliance with the other obligations and responsibilities assumed by the Contractor will give rise to the application of administrative sanctions, provided for in the BACW Terms and Conditions, which may result in a fine or contract termination, among others, as provided for in articles 77 and 80 of Law 8.666 , from 1993.

12. BUDGET APPROPRIATION

- 12.1. In order to form the global estimated price, average paid values of previous years have been used, as shown in the table below:

YEAR	VALUE US\$
2017	71,138.64
2018	128,325.03
2019	96,636.88
2020	140,225.10
AVERAGE	109,081.40

- 12.2. Therefore, the ESTIMATED AVERAGE GLOBAL PRICE was US \$ 109,081.40 per year.
- 12.3. The expenses resulting from this contract will be paid with funds from item 33.90.39, Action 2000, according to the Work Program received by BACW of the Air Force Command Action Plan, based on the General Budget for the fiscal year.

13. ANNEXES

INFORMATION ABOUT BACW's BUILDINGS – ANNEX A

13.1 The Numbers presented below are estimates only. Therefore, bidders are strongly encouraged to evaluate the facilities and acquire the necessary knowledge regarding aspects of the facilities and / or conditions for the services that are the object of the Basic Project. Companies interested in requesting a Technical Visit (prior to the beginning of the session) may do so.

13.2 INFORMATION ON BACW's HEADQUARTERS

13.2.1 Name: Headquarters of the Brazilian Aeronautical Commission in Washington

13.2.2 Location: 1701 22nd St. N.W. Washington D.C. 20008

13.2.3 Number of Floors: 5 floors (1 basement and 4 floors)

13.2.4 Building opening hours: 7:15 a.m. to 3:15 p.m.

13.2.5 Bathrooms: 6 bathrooms for individual use and 1 bathroom with shower for individual use

13.2.6 Waste Management: 3 - 96 Gallons attended twice a week.

13.2.7 Elevator:

Traction Machine: Hollister Whitney Basement traction machine

Drive Monitor: Imperial AC Motor

Controller: Motion Control Engineering VVFR controller

Door Equipment: G.A.L Manufacture

13.2.8 Burglar Alarm System: Honeywell Vista 20P Control Panels, 18 zones installed.

13.2.9 Construction statistics:

-Lot Size: 5000 Sq Ft

-Built Area: 2500 Sq Ft

-Total Area: 16,270 Sq Ft

-Parking Area: 2500 Sq Ft

Room Name	Building	Location	Area (Sq Ft)
Parking	BACW-SEDE	22nd St	1943.88
Parking	BACW- SEDE	R St	400.8

-Cleaning Internal Area: 16025.95 Sq Ft (Gross area minus 1.5%)

13.2.10 Internal Area with Restricted Access:

Restricted Access		
Room/Office	Location	Area (Sq Ft)
IT Stock Room	Basement	56
Server Room	Basement	238
File Office (ACI)	Basement	68.8
Electricity Room	Basement	55.04
Administration Stock Room	4 th Floor	10.92

13.2.11 Internal areas with restricted access must be cleaned every six months. In order to perform services in restricted areas, the CONTRACTOR must agree on a date and time with the CONTRACT MONITOR.

13.2.12 HVAC System:

HVAC		
Equipment	Model#	Serial#
Sanyo	KHS3682	00040 01
Sanyo	CH3682	00029 01
Fujitsu	AOU24RML1	DXN008026
Panasonic	CU-S22NKU-1 outdoor unit	not available
not available	CS-S22NKU-1 indoor unit	not available
Goodman	GSZ130601AB	1005626910
Trane	4TWB3024A1000BA	10272MA44F
Trane	4TGB3F25A1000AA	10281PRX6V
Carrier	50TCQD08A2A5A0A0A0	1610G10562
Carrier	50TCQD08A2A5A0A0A0	4410G10366
Carrier	25HPA636A300	1910E24422
Carrier	25HPA560A320	0510E13778
Carrier	25HPA542A310	210E02489
Carrier	24APA560A0032010	2709E09143
Carrier	FX4CNF042	1809A83995
Carrier	FV4CNB006	2809A82697
HVAC MINI SPLIT	FADED NOT AVAILABLE	not available

13.3 INFORMATION ON BACW's WAREHOUSE

13.3.1 Name: Headquarters of the Deposit of the Brazilian Aeronautical Commission in Washington

13.3.2 Location: 4601 Beech Road, Temple Hills, MD 20748

13.3.3 Number of Floors: 2 stories

13.3.4 Bathrooms: 2 bathrooms for individual use and 1 bathroom with shower for collective use

13.3.5 Waste Management: 1 - 8yd - garbage collected once a week.

13.3.6 Normal building hours: 7:15 a.m. to 3:15 p.m. (EST)

13.3.7 Burglar Alarm System: Honeywell Vista 20P Control Panels, 8 zones.

13.3.8 Construction statistics:

-Lot Size :: 25000 Sq Ft

-Total Area: 14000 Sq Ft

-Parking Area :: 11218 Sq Ft

-Grass Area 11491 Sq Ft

-Cleanable internal area: 13790 Sq Ft (Gross area minus 1.5%)

-Internal areas with restricted access:

Restricted			
Room/Office	Building	Location	Area (Sq Ft)
Room Internal Control 1	BACW-Warehouse	Ground Floor	164.22
Room Internal Control 2	BACW-Warehouse	Ground Floor	164.22
Room Internal Control 3	BACW-Warehouse	Ground Floor	164.22
Room Internal Control 4	BACW-Warehouse	Ground Floor	164.22

13.3.9 Internal areas with restricted access must be cleaned every six months. To perform services in restricted areas, the CONTRACTOR must agree on a date and time with the MONITOR.

13.3.10 HVAC System:

HVAC		
Equipment	MODEL	SERIAL#
Automatic transfer switch		
HVAC	48HCED11A2A6A0B0A0	3813G20140
HVAC	48HCED11A2A6A0B0A0	3813G20139
HVAC	48HCED11A2A6A0B0A0	3713C81137
Sterling Duct Furnace		
QTY. 6	QVED200	not available
MARS overhead blowers		
QTY. 3	WMI120-21H-TS	not available

Washington-DC, December 3, 2020.

CLEBER NEWTON DEODATO Lt Col Av
Chief of BACW's Administrative Division

Reviewed by:

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