



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

BASIC PROJECT 22/ADM/2020

Legal Basis: Prepared based on the premises contained in Article 123 of Law No. 8.666 / 1993, in item IX of art. 6 of the referred Law and in the Bidding and Contracts Manual - TCU Guidelines and Jurisprudence.

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1. PREFACE

- 1.1. The purpose of this BASIC PROJECT PLAN is to introduce a set of necessary and sufficient elements, with the proper level of precision, in order to support the contracting of a specialized company in order to provide FLEET CARD services for the BACW's authorized drivers to purchase fuel and vehicle maintenance and repair services for BACW's automobiles, for a period of 12 months.

2. DEFINITIONS

- 2.1. In order to facilitate the understanding of the terminology and simplify the composition of the text, the following abbreviations and expressions were adopted, followed by their definitions below:
 - 2.1.1. BACW - Brazilian Aeronautical Commission in Washington, DC.
 - 2.1.2. CONTRACTING PARTY - Brazilian Aeronautical Commission in Washington, DC (BACW).
 - 2.1.3. CONTRACTED PARTY - the natural or legal person hired to perform the services.
 - 2.1.4. COMAER - Air Force Command.
 - 2.1.5. COMREC - Commission for Receiving Goods and Services.
 - 2.1.6. DISCOUNTS - any discount that the CONTRACTED PARTY can offer the CONTRACTING PARTY in the price per gallon or general value of the invoice.
 - 2.1.7. FLEET CARD - Plastic card with electromagnetic chip, bar code or any other means of electronic tracking of supplies, repairs and services, and later issuing of reports, to be used for processing transactions in the network of service and service stations the CONTRACTOR.
 - 2.1.8. ICA - Aeronautical Command Instruction.
 - 2.1.9. OM- Military Organization.
 - 2.1.10. FISCAL - the individual or commission representing the CONTRACTING PARTY before the CONTRACTED PARTY, designated to systematically inspect compliance with contractual clauses and complementary orders issued by the Government, in all its aspects.
 - 2.1.11. MONTHLY - An administrative fee to use the card by the CONTRACTING PARTY.
 - 2.1.12. PAG - Administrative Management Process.
 - 2.1.13. INSTALLATION FEE - Fee charged to the CONTRACTING PARTY for the constitution of the account.
 - 2.1.14. TERM OF RECEIPT - Document issued by COMREC attesting and accepting the services performed.

3. OBJECT

3.1. The contracting of a company specialized in providing fleet card services that allows authorized drivers to purchase fuel and vehicle repair services / items for CABW, for a period of 12 months, with the possibility of an extension of up to 60 aggregate months, in order to meet the CABW's needs, according to the vehicles shown in the table below:

VEHICLE	YEAR	VIN#
Ford Truck	2006	3FRXF75W16V384988
Dodge Sprinter Cargo	2008	WD0PE845085316783
Chrysler (Ad)	2012	2C3CCAGG4CH170685
Avalon (Ad)	2018	4T1BD1EB0JU062307
Toyota Siena	2018	5TDDZ3DC8JS194742
Toyota Siena	2018	5TDDZ3DC2JS194008
Toyota Siena	2018	5TDDZ3DC5JS193760
Toyota Siena	2018	5TDDZ3DCXJS199389
Toyota Siena	2018	5TDDZ3DC6JS208735
Toyota Siena	2018	5TDDZ3DC9JS204002
Honda Accord	2018	1HGCV1F68JA216238
Highlander Toyota	2020	5YDEBRCH5LS004696
Honda Accord	2020	1HGCV2F99LA021414

4. EXPLANATION

- 4.1. First, it must be taken into account that CABW's mission, according to its Internal Regulation, is: to centralize, in its operational area, activities related to logistical support and services abroad, contract management, among other actions that may attributed to it, within the scope of COMAER's interest.
- 4.2. This BASIC PROJECT aims to supply CABW vehicles, as well as road assistance and vehicle maintenance through a processing system for transactions and billing with a fleet card (or another card that can be used for the services described in this PROJECT BASIC, ie Fleet Card, Fuel Card, Purchase Card).
- 4.3. The supply, as well as road assistance and vehicle maintenance of the CABW fleet will meet the need to make road missions feasible for personal or logistical transportation, with the objective of ensuring CABW the ability to fulfill its mission efficiently and effectively, be it in support logistics, transportation of authorities and others of interest to COMAER.
- 4.4. These missions are activated at any time and for various destinations, excluding the possibility of forecasting the route point by point in the medium and long term. However, it is possible to estimate the global demand for hiring, given the average supply in recent years.

- 4.5. It is important to mention that fuel prices vary according to the location and characteristics of the vehicle, that is, each refueling point has a different price.
- 4.6. Thus, the contracting, object of this BASIC PROJECT, aims at guaranteeing the most advantageous proposal for the Administration, through obtaining the best price conditions, and guaranteeing the transparency of the procedures for collecting the services provided, using an electronic processing system, which will facilitate the planning and performance of road missions.

5. COVERAGE DETAILS

- 5.1. The CONTRACTED PARTY must provide FLEET CARD services that allow authorized drivers to supply fuel and car repair services / items to CABW.
- 5.2. The card to be provided by the CONTRACTED PARTY must be accepted by at least 90% of the filling (fuel) stations in the USA. In addition, cards must be widely accepted by most major automotive service companies and vehicle washers that accept cards to make payments. In addition, the card must be accepted by at least two major roadside assistance companies within the perimeter of CABW offices, which includes at least in Washington D.C., Maryland, Virginia and Ohio.
- 5.3. The FLEET CARD must be passed at the pump or taken inside the post to allow the post attendant to process the transaction at the accepting establishments. If the establishment does not accept the FLEET CARD, the CONTRACTED PARTY must provide a call center number for the establishment to call and must work with the establishment to obtain them from the CONTRACTED PARTY's system.
- 5.4. The CONTRACTED PARTY shall provide access to online services that will allow any user to locate the fuel or service providers that accept the card provided by the CONTRACTED PARTY.
- 5.5. The CONTRACTED PARTY shall provide access to the system online in order to allow the CONTRACT MONITOR or any other authorized user from BACW, to access the card usage reports.
- 5.6. The FLEET CARD must be able to make the following purchases:
 - 5.6.1. Fuel
 - 5.6.1.1. Self-service, regular quality, diesel or alternative fuels (E85) only. Full-service, middle-class and premium fuels can be purchased if the price is the same as regular self-service fuels.
 - 5.6.2. Road Assistance
 - 5.6.2.1. Trailer
 - 5.6.2.2. Mechanical first aid
 - 5.6.2.3. Cargo Transfer
 - 5.6.2.4. Tire Change
 - 5.6.2.5. Blocking assistance
 - 5.6.2.6. Fuel and water supply
 - 5.6.3. Parts & Service

- 5.6.3.1. Car wash
 - 5.6.3.2. Oil changes
 - 5.6.3.3. Mechanical repairs (CABW approval if necessary)
 - 5.6.3.4. General repairs (CABW approval, if necessary)
 - 5.6.3.5. Oil and Fluids
- 5.6.4. FLEET CARDS must be issued per vehicle.
- 5.7. Purchases arising from this Basic Project Plan must be contracted based on the Lowest Global Price criteria:
- 5.7.1. The PRICE PROPOSAL must be entered in English and prices shown in US dollars;
 - 5.7.2. To achieve the GLOBAL PRICE, the Bidder must add the INSTALLATION FEE (SF) to the MONTHLY COLLECTION PER CARD (MC) product with the number of vehicles (13) and add the GLOBAL ESTIMATE (EST) minus any DISCOUNT (D) , if any, as shown mathematically below:

GLOBAL PRICE = SF + (MC* 13) + (EST – D)

5.7.3. The CONTRACT, in the future, can have its estimated values quantitatively increased or reduced. However, such quantitative increments cannot exceed 25% of the contract's initial value, according to the Brazilian Federal Law No. 8,666/1993.

6. BACW's OBLIGATIONS

- 6.1. To provide all conditions that enable the CONTRACTED PARTY to perform the services contained 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. 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 the people who may be involved, sharing such observations with the competent body for any applicable measures;
- 6.4. To communicate to the CONTRACTED PARTY, in writing, any imperfections that occurred during the execution of the contract, establishing a deadline for its correction;
- 6.5. To pay the CONTRACTED PARTY the amount resulting from the provision of services, in accordance with contractual terms;
- 6.6. To zealously ensure that, throughout the execution of the contract, all the conditions of qualification required when signing the Contract are maintained, in a manner compatible with the obligations assumed by the CONTRACTED PARTY.

7. CONTRACTED PARTY's OBLIGATIONS

- 7.1. To carry out the services in accordance with this BASIC PROJECT, and with the CONTRACTING PARTY'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 the faults, failures or defects related to performance are at the discretion of the Administration, presenting a new evaluation methodology by the Administration;
- 7.3. Be responsible for making managerial and operational decisions to meet the quality standards required in this BASIC PROJECT;
- 7.4. 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;
- 7.5. To use, in accordance with the Object of this Basic Project Plan, qualified employees with expertise in the supply of fuels, in accordance with current regulations and standards;
- 7.6. To prohibit, during the execution of the contract, the use of employees related to public officials who occupy a position of trust or committee function at BACW;
- 7.7. To take responsibility for all tax and work-related obligations related to the object of the Contract;
- 7.8. To maintain, during the execution of the contract, in a manner compatible with the obligations assumed, all the eligibility requirements required in the Bidding;
- 7.9. 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; and
- 7.10. To provide information and clarifications of technical nature, presenting all necessary data and documents, when requested by the CONTRACT MONITOR.

8. SUBCONTRACTING

- 8.1. Subcontracting is not allowed for the object of this Contract.

9. SUBJECTIVES 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 Federal Administrative employee, specifically appointed by the Brazilian Administration, according to the precepts established by the Brazilian Federal Law n° 8.666/1993, the ICA n° 65-8/2009, and the ICA n° 12-23/2019, to inspect and inspect the fulfillment of the contract to be executed.

- 10.2. The monitoring and inspection of contractual compliance consist 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 supervision instruments, including monitoring compliance with the obligations arising from this contract.
- 10.6. Contractual performance must be monitored and inspected by means of supervision instruments, including monitoring compliance with the obligations arising from this contract.
- 10.7. The follow-up of the contractual execution carried out by the CONTRACTING PARTY does not eliminate the CONTRACTED PARTY's liability, also to third parties, due to any irregularity, even if due to 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 SANCTIONS

- 11.1. The total or partial non-compliance with the other obligations and responsibilities assumed by the Contracted Party will result in the application of administrative sanctions, provided for in the CABW 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, from 1993.

12. BUDGET ALLOCATION

- 12.1. Although the Administration has requested quotes from companies in the local market, no response was obtained. To generate the Estimated Global Value, the average annual amounts paid during the last four years were used, reaching an average value of US\$ 22,283.21 per year, as shown in the table below:

YEAR	VALUE US\$
2016	13,868.26
2017	27,007.65
2018	26,258.57
2019	21,998.38
AVERAGE	22,283.21

- 12.2. The expenses resulting from this contract must be paid with resources from Action 2000, in the Expense Nature No. 33.90.39, according to the Work Program received by BACW in the Action Plan of the Aeronautical Command, based on the Brazilian General Budget for the fiscal year.

Washington-DC, October 20, 2020.

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