

## MINISTRY OF DEFENSE

## AERONAUTICAL COMMAND BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON DC

# **BASIC PROJECT**

## 35/BACW/2020



CONTRACTING OF MAINTENANCE SUPPORT FOR 7 CANON PRINTERS THAT BELONG TO BACW'S HEADQUARTERS AND ITS WAREHOUSE



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#### BASIC PROJECT No. 35/BACW/2020

**Legal support**: Prepared in accordance with the premises set forth in art. 123 of Law 8.666 / 1993, in Item IX of Art. 6 of the aforementioned Law and in the Bidding and CONTRACT Manual - TCU Guidelines and Jurisprudence.

#### 1. PREAMBLE

The purpose of this Basic Project is to present the set of necessary and sufficient elements, with an adequate level of precision, to deal with the Routine Preventive Maintenance Service and Emergency Corrective, and supply of consumption components and toner for 07 (seven) BACW's Canon ImageRunner printers.

#### 2. TERMINOLOGY

- **2.1.1.** In order to facilitate the understanding of the terms and simplify the elaboration of its text, the acronyms and expressions with the meanings corresponding to the side declared were adopted, in accordance with the following:
- **2.1.2.** B2B Business to business system in which the quotation of companies is received through an automated procedure;
- **2.1.3.** SISCAB Air Force system that is used to process requests, quotes, map approval and overseas procurement commitments.
- **2.1.4.** ATI BACW Technology and Information Advisory.
- **2.1.5.** Toner Used in laser printers, the toner consists of a powdered substance, electrically charged, which, due to the difference in charge, adheres to the photoconductive cylinder.
- **2.1.6.** Drum photoconductive cylinder, essential component of a printer.

#### 3. OBJECT

3.1. Routine Preventive Maintenance and Emergency Corrective Service, and supply of consumables and toner for 07 (seven) BACW's Canon ImageRunner printers.

### 4. OBJECT SPECIFICATION

- **4.1.** Routine preventive and emergency corrective maintenance service, including replacement of basic components, replacement of toners for 7 (seven) BACW Canon ImageRunner printers. The service will be contracted in the local market (Washington D.C, USA). As a result, some service specifications will be described in English, which will not interfere with the understanding of this Basic Project by the Administration, and will serve as a reference for quotation.
- **4.2.** The printers associated with the object of the contract are 1 (one) Canon ImageRunner model C5255 and 6 (six) Canon ImageRunner model C5235, located in the BACW building and BACW Depot located in Temple Hills MD.

## 5. SOLUTION DESCRIPTION

**5.1.** Routine preventive and emergency corrective maintenance of 7 Canon printers from BACW, 5 (five) located in the main building in Washington DC and 2 (two) in the Temple Hills Warehouse- MD.

## 6. MATERIALS TO BE MADE AVAILABLE

- **6.1.** All the necessary tools for the diagnosis as well as for the replacement of parts or repair must be provided by the CONTRACTOR.
- **6.2.** The CONTRACTOR shall supply toner, drum, waste containers, and all parts, considered essential or not, without any charge for the cost of the necessary parts or repair service.

#### 7. CONTRACTING REQUISITES

- **7.1.** The emergency preventive and corrective maintenance service (s) must be provided by a company specialized in printer maintenance, authorized by the manufacturer, to be carried out at the place where the printers are installed:
- **7.1.1.** BACW Building 1701 22nd St NW, Washington-DC: 1 (one) Canon ImageRunner model C5255 and 4 (four) Canon ImageRunner model C5235.
- **7.1.2.** BACW Depot 4601 Beech Rd, Temple Hills-MD: 2 (two) Canon ImageRunner model C5235.
- **7.2.** Equipment will not be allowed to leave the BACW or Depot facilities. All repair service must be carried out at the official premises.
- **7.3.** If deemed necessary and possible to be carried out, the service can be carried out remotely, either via online internet or by phone.

### 8. JUSTIFICATION AND OBJECTIVE OF THE C ONTRACTING

**8.1.** BACW, according to its Internal Regulation, RICA 21-125 / 2015, has the mission: to centralize, within its area of operation, the logistical support and service activities abroad, the

administration of CONTRACTS, as well as other actions determined, all of interest to COMAER.

- **8.2.** In compliance with the provisions of item IV of art. 6, of Law 9.784 / 1999, which determines the "formulation of the request, with an explanation of the facts and its grounds", it should be clarified that, as established in art. 41 of RICA 21-125 / 2015, in items I and II of the Internal Regulations of the Brazilian Aeronautical Commission in Washington-DC (BACW), it is up to ATI: "to manage and maintain the infrastructure and other IT Systems".
- **8.3.** The motivation for contracting the service on the agenda comes, among others, from the need to print Administrative Management Processes (PAGs), documents, minutes, notices and others, all related to routine activities at the Commission.
- **8.4.** Document printing is a necessary activity in compliance with laws that guide the registration and filing of printed Administrative Management Processes (PAG). at BACW.
- **8.5.** In order to present the advantages of contracting the service in comparison with the maintenance and acquisition of supply on demand, it was realized the need to present the structure of BACW printers and the costs related to said equipment.
- **8.6.** The printers that the contracting has the purpose of servicing are distributed as follows:
- 1.1. ACI: 1 unit, Canon brand, Model Image Runner Advance C5235;
- 1.2. FIN: 1 unit, Canon brand, Model Image Runner Advance C5235;
- 1.3. LOG: 1 unit, Canon brand, Model Image Runner Advance C5235;
- 1.4. CON: 1 unit, Canon brand, Model Image Runner Advance C5235;
- 1.5. ADM: 1 unit, Canon brand, Model Image Runner Advance C5255; and
- **1.6.** DEP: 2 units, Canon brand, Model Image Runner Advance C5235; (Warehouse and Material).
- **8.7.** The current printers used at BACW for high-profile services are Canon branded and were acquired at the end of 2012, according to PO 12T006512 and PO 12T006634 (PAG 123921 / 2012-14 and PAG 123768 / 2012-25, respectively).
- **8.8.** The cost of replacing toners and drum, without considering other parts needed for repairs, represents high values if carried out at retail, which justifies the inclusion of equipment in the service package.
- **8.9.** Another relevant aspect in the survey of costs is that the provision of services in the United States is high, and there is an uncertainty in the calculation of the time of involvement of the technician, since the work is on demand, mainly in corrective maintenance that includes replacement of parts. In this sense, the total value of the service includes the working hours of preventive and corrective maintenance, being convenient for the annual financial planning of the Public Administration.
- **8.10.** In the experience gained in the years 2019 and 2020, it is possible to estimate at least 12 visits per year directed to repair the printers. Considering the approximate values for reference, it is estimated a total of 12 \* 275 = US \$ 3,300.00 only for repair visits within one year.

- **8.11.** When adding the material expense, without considering repair parts and cost of material delivery in the amount of US \$ 100.00 (toners) per event, with the visits made, it is estimated a total cost of US \$ 4,500.00 to be spent on printers without a coverage CONTRACT.
- **8.12.** Associated with the replacement of toners and drums, there is an estimated cost over the time of operation of the equipment with smaller parts, which makes the activity a continuous service possible to plan and, becoming clear the need to carry out a CONTRACT.
- **8.13.** BACW's ATI technicians are not specialized about the equipment in question. Therefore, preventive and corrective activities must be carried out by specialized technicians accredited by the manufacturer. The absence of a service CONTRACT would demand a longer response time and would imply more costs, as it would generate the need for immediate service contracting.
- **8.14.** In addition to the lower cost, the availability of a technical service, with a defined response time, makes it possible to guarantee continuity in the use of the printers. Therefore, it is understood that adherence to the referred service will bring benefits to the administration, since it allows the prompt response in the correction of failures and the permanent availability of the printers.
- **8.15.** The advantages of hiring a support service can be summarized in the table below.

#### 9. DELIVERY AND OBJECT ACCEPTANCE CRIATERIA

- **9.1.** The provision of the service must begin on the day following the date of receipt of the commitment note.
- **9.2.** Delivery must follow the clauses contained in the CONTRACT.
- **9.3.** The contracted service will be received by the respective Commission responsible for its monitoring and inspection, based on the receipt of the Invoices that will be issued by the CONTRACTOR.
- **9.4.** The collection of information on the number of copies registered on each printer must be collected at the end of each quarter and sent to the service provider.
- **9.5.** For each Invoice issued, the values and the number of copies previously informed to the CONTRACTED PARTY will be checked, and then proceed with the discharge and payment of the Invoice, until the contractual period is completed.

#### 10. BACW'S OBLIGATIONS

- **10.1.** 10.1. Receive the object within the term and conditions established in the BACW CONTRACT.
- **10.2.** Thoroughly check the conformity of the services received with the specifications contained in the SISCAB request and in this basic project, for the purpose of acceptance and definitive receipt.

- **10.3.** Communicate to the CONTRACTOR, in writing, about imperfections, flaws or irregularities found in the object provided, so that it can be replaced / corrected.
- **10.4.** Monitor and supervise the fulfillment of the CONTRACTOR's obligations, through BACW's Information Technology Advisory.
- **10.5.** Make the payment to the CONTRACTOR in the amount corresponding to the supply of the object, within the term and form established in the BACW's CONTRACT.

## 11. CONTRACTED PARTY OBLIGATIONS

- **11.1.** The CONTRACTED PARTY must comply with all obligations contained in the BACW CONTRACT, assuming the risks and expenses arising from the proper and perfect execution of the object as its own.
- 11.2. You must communicate to BACW, within a maximum period of 8 (eight) hours prior to the date of delivery, the reasons that make it impossible to meet the deadline, with due proof.
- **11.3.** You must accept the maintenance of the price as fixed and non-adjustable until the end of the CONTRACT term.
- **11.4.** You must pay all taxes that are levied or will be levied, directly or indirectly, on the service sold, as well as any cost of its execution.
- 11.5. It must bear the burden for any damages caused to the Public Administration, as well as to third parties, resulting from the execution of the object.

#### 12. SUBCONTRACTING

**12.1.** Subcontracting will not be allowed for the object of this bid.

#### 13. SUBJECTIVE CHANGE

**13.1.** It is permissible to merge, split or incorporate the CONTRACTOR with / in another natural or legal person, provided that all the qualification requirements required in the original bidding are observed by the associate, the other clauses and conditions of the CONTRACT are maintained, there is no prejudice to the execution of the agreed object and the Management expressly agrees to proceed with the acquisition.

#### 14. CONTROL AND MONITORING

- **14.1.** The monitoring and inspection of the performance of the service consist of verifying the service's compliance, and must be performed by one or more representatives of BACW, specially designated, in the form of art. 67 and 73 of Law 8.666, of 1993, and of art. 6 of Decree No. 2,271, 1997.
- **14.2.** The conformity of the service must be verified together with the CONTRACTOR's document that contains the detailed list of the execution, in accordance with what is established in this Basic Project, informing the technical specifications.

**14.3.** The BACW representative shall promote the registration of the occurrences verified, adopting the necessary measures for the faithful fulfillment of the BACW CONTRACT, in accordance with the provisions of §§ 1 and 2 of art. 67 of Law No. 8.666, of 1993.

#### 15. CONTROL AND MONITORING

- **15.1.** The permanent monitoring and supervision of the CONTRACT, under the terms signed therein, as well as the provisions of Law 8.666 / 93, ICA 12-23, ICA 65-8 and other related legislation in force, will be exercised in the exclusive interest of BACW and will be performed, respectively, by COMREC and FISCAL, according to their attributions and competencies, which will not exclude or reduce the CONTRACTOR's responsibility in fulfilling its obligations.
- **15.2.** The CONTRACTED company must provide, at any time, all information of interest for the execution of the CONTRACT that FISCAL and / or COMREC deems necessary to know and / or analyze.

## 16. SUPPLIER SELECTION CRITERIA

**16.1.** According to art. 24, item XVI, of law 8.666 of June 21, 1993, which regulates art. 37, item XXI, of the Federal Constitution, and establishes rules for public tenders and contracts.

### 17. ENVIRONMENTAL CRITERIA SUSTENAIBILITY

**17.1.** The CONTRACTOR must undertake to adopt corporate policies for eliminating waste and reducing consumption of goods resulting from the exploitation of natural wealth, such as: consumption of electricity, the promotion of the adequate treatment of waste such as paper, instruments, equipment obsolete electrical-electronic equipment, providing recycling opportunities, in addition to promoting social responsibility and citizenship actions, proving compliance with Normative Instruction No. 01 SLTI / MPOG, of 19/01/2010 and the practical results obtained.

#### 18. ADMINISTRATIVE PENALTY

**18.1.** The total or partial non-compliance with the other obligations and responsibilities assumed by the CONTRACTED PARTY will give rise to the application of administrative sanctions, provided for in the BACW CONTRACT, which may result in contractual termination, as provided for in articles 77 and 80 of Law 8,666, of 1993.

#### 19. BUDGET

- **19.1.** The reference value of the contract is USD 5,400.00 (two thousand nine hundred and fifty-six American dollars) for a period of 12 (twelve) months,
- **19.2.** The CONTRACT will have its cost associated with the unit value of each printing performed, differentiating the color printing from the black and white printing.
- **19.3.** The payment of the maintenance CONTRACT offered must occur on a quarterly basis, according to the quota of the quantities of printed sheets, adding the copies that exceed the quota, quantity obtained by reading the use of the printers. The reading must be informed to the CONTRACTOR, who will issue the Invoice with the amount due.
- **19.4.** The amounts must be fixed, per quarter, and only the surcharge per copy should be charged, in case the limits established by printing are exceeded. The limits per copy are 100,000 (one hundred thousand copies) for black prints and 40,000 (forty thousand) color copies, per printer, per quarter.
- **19.5.** The cost is relatively adequate, especially if compared to the estimate based on spending on printers, without any support.

### 20. BUDGET ALLOCATION

**20.1.** To support the contracting of the service, Action 2000 - "Unit Administration", Nature of Expense 339040 - "Vegetative Life", digit and PTRES will be defined in the decentralization of resources.

Washington, D.C., November 17, 2020.

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