



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

**BASIC PROJECT 002/ADM/2021**

**Legal support:** Prepared based on the principles provided by Article 123 of the Brazilian Federal Law No. 8666/1993.

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## 1. PREAMBLE

### 1.1. DEFINITIONS:

In order to facilitate the understanding of the terminology and simplify the wording, the following abbreviations and expressions were adopted, followed by their definitions below:

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;

1.1.2. **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 aspects;

1.1.3. **APPROVAL** - "Approval" means that the CONTRACTOR has reviewed submissions, final documents and administrative documents (e.g. insurance certificates, installation schedules, planned interruptions to public services, etc.) and has agreed that the documents are in compliance with contractual requirements. Government approval does not release the Contractor from liability for compliance with federal, state and local laws and regulations;

1.1.4. **COMAER** - Air Force Command;

1.1.5. **COMREC** - Commission for Reception of Goods and Services;

1.1.6. **CONTRACTED PARTY / CONTRACTOR** - Individual or legal entity contracted to provide the requested services;

1.1.7. **CONTRACTING PARTY** - Brazilian Aeronautical Commission in Washington (BACW), D.C.;

1.1.8. **ICA** - Instruction of the Air Force Command;

1.1.9. **OM** - Military Organization;

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 third parties;

1.1.11. **PAG** - Administrative Management Process;

1.1.12. **TECHNICAL VISIT** - Visit requested by the CONTRACTING PARTY, for the CONTRACTOR's knowledge about the conditions, equipment and systems of the installations;

1.1.13. **RECEIPT TERM** - Document issued by the CONTRACTING PARTY attesting and accepting the services performed.



## **2. OBJECT**

**2.1.** The contracting of a company specialized in vehicle leasing services, for the acquisition of 05 (five) basic vehicles with a leasing term of 36 months, and 01 (one) fully equipped vehicle with a leasing term of 24 months to be used by the Defense and Aeronautical Attaché in the United States (ADEUA) and by the Brazilian Aeronautical Commission in Washington (BACW), including scheduled periodic maintenance inspection.

**2.2.** Note that the services related to this BASIC PROJECT must comply with all laws and regulations established by the Federal Government of the USA, the District and the State in which the facilities are located.

## **3. JUSTIFICATION**

**3.1.** First, it must be taken into account that the mission of ADEUA is to represent the Ministry of Defense of Brazil and the Brazilian Air Force to the U.S. Department of Defense and the U.S. Air Force, as well as to plan, organize and monitor official visits to the military establishments of the hosts of the Armed Forces and to inspect, guide and provide administrative support to the military personnel in transit, in order to maintain the good relationship between the Brazilian Armed Forces and the host countries.

**3.2.** Like ADEUA, BACW has as one of its missions to assist the United States Defense and Aeronautics Attendance in supporting aircraft in transit and COMAER Representations, Delegations and Committees, in addition to providing support to the military and civilian personnel of the BACW, as appropriate.

**3.3.** In this sense, the vehicles to be acquired by Leasing will be used to support the functional activities of ADEUA and BACW.

**3.4.** The purpose of contracting this service is to lease 5 (five) basic vehicles for a period of 36 months, and 1 (one) fully equipped vehicle for a period of 24 months with an estimated annual displacement per vehicle of 19,200 (nineteen thousand and two hundred) land miles.

## **4. SERVICE SPECS**

**4.1.** The vehicles to be acquired by Leasing must have some minimum characteristics to be used as an Official / Diplomatic vehicle. It is also important to ensure safety requirements and minimum conditions to face specific situations that include driving in the snow.



**4.2.** For reference purposes, the vehicles to be acquired by Leasing must have the following minimum requirements:

**4.2.1** Color requirements:

- Interior color: ASH; and
- Exterior color: TO BE DEFINED.

**4.2.2** Exterior Features:

- Halogen headlights with projector beam with automatic on / off feature and daytime running lights (DRL);
- Integrated wide-angle fog lights;
- Side balance panels;
- Colorful heated electric external mirrors with blind spot alert Indicators 45 and Rear Cross Traffic Alert (RCTA);
- Double sliding side doors and electric back cover with protection against obstructions;
- External handles with chrome details and touch sensor lock / unlock;
- Power tilt / slide moonroof;
- 7-spoke machined wheels with P235 / 60R17 tires;
- Variable intermittent windshield wipers linked washer;
- Defrosting of the windshield wiper;
- Privacy glass in the rear windows;
- Black ceiling rails;
- Rear bumper protector;
- Colored rear spoiler with high-mounted central LED brake light and integrated hidden intermittent rear wiper;
- AM / FM antenna in glass; and
- Shark fin antenna mounted on the roof

**4.2.3.** Interior Features:

- Navigation package - difficult navigation;
- Liner / carpet package for four seasons;
- Front seats finished in leather and heated in several stages, with back pockets. Driver's seat with 8 electrical adjustments and electric lumbar support; 4-way front passenger seat with electric adjustment;
- 60/40 Split & Stow seat from 3rd Row <sup>TM</sup> with synthetic leather finish with unique movement;



- Dynamic Radar Cruise Control (DRCC);
- Smart key system on all doors with Start button and remote control and illuminated entrance;
- Electric windows with automatic up / down, protection against obstruction in all positions and electric rear side windows;
- Resistant rear window defroster with timer.
- Electric door locks with shift-activated and anti-lock locking feature;
- Second and third row manuals;
- Auto-dimming rearview mirror with compass and HomeLink®55 universal transceiver.
- Three 12V auxiliary sockets.
- Retractable auxiliary handles in all external seating positions.
- Double sun visors with illuminated courtesy mirrors.

#### **4.2.4. Safety features:**

- Front driver airbag and advanced front passenger airbag system;
- Side airbag mounted on the driver's and front passenger seat, driver's knee airbag, front passenger seat cushion airbag and side curtain airbag on all careers;
- Smart key system on all doors with Start button and remote control and illuminated entrance;
- Active headrests of the driver and front passenger;
- 3-point seat belts for all seating positions; Driver-side emergency locking and Retractor (ELR) and Self-locking / emergency retractors (ALR / ELR) on all passenger's seat belts;
- Adjustable seat belt anchors on the front and outer second row seats and Driver and front passenger seat belt tensioners with force limiters.
- High tensile strength steel body panels.

#### **4.2.5. Leasing requirements:**

- Vehicles must be delivered to Washington - DC, at the address to be defined.
- The lease term will be 24 (twenty-four) months and 36 (thirty-six) months, with a projection of shooting, 19,200 (nineteen thousand and two hundred) miles per year, of which 1,600 (thousand and six hundred) miles per month, per vehicle, totaling 6 (six) units.
- The company must consider the payment of an entry fee of a maximum of US\$ 30,000.00 (thirty thousand dollars), US\$ 5,000.00 (five thousand dollars) per vehicle, totaling 6 (six) units.
- If the leasing company charges cancellation fees or any other fees, these fees must be described in the price proposal.
- If the mileage provided for in item 4.2.1.2 is exceeded, the cost cannot exceed US\$ 0.15 per mile.



**4.2.6. Maintenance Requirements:**

- Maintenance services must be provided by companies authorized by the manufacturer.
- Upon signing the lease, the CONTRACTOR must present the maintenance coverage recommended by the manufacturer.
- Maintenance and roadside assistance must be provided within the United States of America.
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- Upon signing the lease, the CONTRACTOR must present the maintenance coverage recommended by the manufacturer.
- Maintenance and roadside assistance must be provided within the United States of America.

**4.3.** If the leasing company charges cancellation fees or any other fees, these fees must be described in the price proposal.

**5. CONTRACT PERFORMANCE REGIME**

**5.1.** The contract resulting from this Basic Project must be made based on the Lowest Global Price criterion.

**5.2.** For this specific contract, the Purchase Order and the Leasing contract will be considered for the execution of the leasing.

**6. PRICE PROPOSAL**

**6.1.** The price proposal must be presented in English and with the values in American Dollars.

**6.2.** The bidder must present the Global Price in the bid.

**6.2.1.** To send the Global Price, the bidder must consider an entry in the amount of US\$ 5,000.00 per vehicle, totaling US\$ 30,000.00, the monthly payment multiplied by 24 (twenty four) and 36 (thirty six) months and the fees mentioned in item 4.3., If applicable.

In	Momnthly Payment (MP)		Fees (F)	Global Price
USD 5,000.00	24	USD	USD	USD

In	Momnthly Payment (MP)		Fees (F)	Global Price
USD 25,000.00	36	USD	USD	USD



$$\begin{aligned} \text{GLOBAL PRICE 1} &= \text{US\$ } 5,000.00 + (24 * MP) + F \\ \text{GLOBAL PRICE 2} &= \text{US\$ } 25,000.00 + (24 * MP) + F \end{aligned}$$

## 7. SUBCONTRACTING

**7.1.** In the case of subcontracting, the following guidelines must be observed:

**7.1.1.** Subcontracting must be authorized by the United States Defense and Aeronautics Attaché, observing the limit of up to 40% of the value of the services.

**7.1.2.** The subcontractor must prove to have the technical qualification to perform the services, even if the CONTRACTOR is responsible for the quality of such services.

**7.1.3.** In the case of subcontracting, the CONTRACTOR will still assume full responsibility for the total performance of this Basic Project, being responsible for supervising and coordinating the activities of the subcontractor, as well as responding to the CONTRACTING PARTY for strict compliance with the agreements related to the object that was subcontracted.

## 8. TERM

**8.1.** Acceptance Term

**8.1.1.** The services performed must be accepted by the Administration by means of a Service Receipt, delivered by the Receipt Commission designated by BACW.

**8.2.** Payment Processing Time

**8.2.1.** The payment processing time will be up to 30 days, from the date the Service Receipt is issued.

**8.3.** The lease terms will be valid from the date of receipt of the vehicle until the 24th month.

## 9. SUPERVISION

**9.1.** The verification of proper contractual compliance must be carried out based on the criteria established in this BASIC PROJECT and in accordance with the contractual terms.

**9.2.** The CONTRACTOR's performance must be monitored and inspected through supervisory instruments, such as reports, including the inspection of compliance with the obligations arising from this BASIC PROJECT.

**9.3.** The monitoring of the contractual performance carried out by the CONTRACTING PARTY does not eliminate the CONTRACTOR's responsibility, including vis-à-vis third parties, for any



irregularity, even if resulting from technical imperfections, failures or inappropriate use of the equipment, and when these incidents occur, they do not imply shared responsibility by the CONTRACTING PARTY, representatives or employees.

## **9. MONITORING**

**9.1.** The verification of proper contractual compliance must be carried out based on the criteria established in this BASIC PROJECT and in accordance with the contractual terms.

**9.2.** The CONTRACTOR's performance must be monitored and inspected by means of supervision instruments, such as reports, including the inspection of the fulfillment of the obligations arising from this BASIC PROJECT.

**9.3.** The monitoring of the contractual performance carried out by the CONTRACTING PARTY does not eliminate the CONTRACTOR's responsibility, including vis-à-vis third parties, for any irregularity, even if resulting from technical imperfections, failures or inappropriate use of the equipment, and when these incidents occur, they do not imply shared responsibility by the CONTRACTING PARTY, representatives or employees.

## **10. PAYMENT**

**10.1.** The payment deadline will be 30 (thirty) days, counting from the receipt of INVOICE. Payment will take place as follows:

**10.1.1.** INVOICES, in American dollars, must be sent to the ADMINISTRATIVE DIVISION, with the appropriate documentation attached to them.

**10.2.** The CONTRACTED PARTY may not modify the collection methods during the term of the contract.

## **11. RECEIPT OF THE OBJECT**

**11.1.** The services object of this BASIC PROJECT will be received by the ADMINISTRATIVE DIVISION, according to the established specifications.

**11.2.** It is the responsibility of the Supervisory Committee:

**11.2.1.** Ensure that the CONTRACTOR meets all the requirements for the service objects, which are described in this BASIC PROJECT.

**11.2.2.** Accept or reject services according to the specifications established in the BASIC PROJECT, within 10 (ten) days.





**11.2.3.** Once approved, INVOICE must be sent to BACW's Bidding and Contracts Division, together with an Acceptance Receipt within 5 (five) days. If there is any discrepancy, INVOICE must be returned to the CONTRACTOR, so that the necessary corrections can be made, with a letter explaining the reasons for the return.

**11.2.4.** During the execution of the services, all proposals, doubts and discrepancies that cause difficulties or require evaluation must be submitted to the ADMINISTRATIVE DIVISION. If necessary, the ADMINISTRATIVE DIVISION may submit these questions to the BACW's Chief for consideration and verdict.

## **12. OBLIGATIONS**

### **12.1. CONTRACTING PARTY'S OBLIGATIONS:**

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

**12.1.2.** Require compliance with all obligations assumed by the CONTRACTOR, in accordance with the contractual terms and terms of the proposal.

**12.1.3.** Monitor the contractual performance, indicating a Supervisory Committee, which will record, in a report, any detected flaws, showing the day, month and year, as well as the name of any person who may be involved, sharing such observations with the competent authority official for any applicable measures.

**12.1.4.** Notify the CONTRACTED PARTY, in writing, of any possible imperfections that occurred during the execution of the contract, determining a timetable for its correction.

**12.1.5.** Pay the CONTRACTOR the amount resulting from the services provided, in accordance with the contractual terms.

### **12.2. OBLIGATIONS OF THE CONTRACTED PARTY:**

**12.2.1.** Carry out the services in accordance with this BASIC PROJECT and the contractual terms.

**12.2.2.** No declaration, promise or inclusion made by either party, which is not contained in this agreement, will 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 Management.

**12.2.4.** Maintain the ADMINISTRATIVE DIVISION or the Supervisory Committee, 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 to third parties any responsibility related to the obligations assumed, even in the case of subcontracting additional 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 supervisor, appointed by the CONTRACTOR, will 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 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 conducting a market survey and having an average monthly payment of US\$ 569.00 per vehicle, the ESTIMATED GLOBAL PRICE, for the service to be contracted, should be close to **US\$ 146,076.00 for 24 months of leasing (1 fully equipped vehicle), and a 36 months of leasing (5 basic vehicles).**
- 13.2.** The estimate included in this BASIC PROJECT does not imply any obligation on the part of the CONTRACTING PARTY.

### **14. BUDGET ALLOCATION**

- 14.1.** The expenses resulting from this contract will be paid with funds of Expenditure Nature 33.90.39, Action 2000, received by ADEUA and BACW from the Brazilian Aeronautical Command Action Plan.

### **15. ANNEX**

Proposal.

Washington, D.C, June 28th, 2021.