



MINISTRY OF DEFENSE
AERONAUTICAL COMMAND
BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON

ANNEX I - BASIC PROJECT No. 19/CABW/2021

1. OBJECT

1.1. English Language training classes for the military at the Main Office of the Brazilian Aeronautical Commission in Washington (BACW), located at 1701 22ND Street, NW, Washington DC 20008 and Aeronautical and Defense Attaché of Brazil in USA, located at 3006 Massachusetts Ave NW, Washington D.C, for a period of 12 (twelve) months.

2. JUSTIFICATION

2.1. The English language training classes for the military staff at the Main office of BACW's and at the Attaché Office has legal support, since Brazilian Laws and Statutes assure it to the military in service, if they don't receive specific remuneration or reimbursement concerning to this issue.

2.2. *"Shall implement politics of human resources and adapt them to the real needs of the Organization"* (DCAP –CMDO – COMGAP).

2.3. *"(...) as well as the numerous complementary activities for the fulfillment of tasks assigned to COMAER, especially those that effect the human resources department". (Strategic Military plans of the Air Force – PEMAER)*

2.4. *"Ensure the continued technical training of human resources."* (Plano Setorial do COMGAP (PCA 11-1/2014)

2.5. *The Brazilian Law N° 6.880/80 – Military Statute – describes, in the art. 27, Inc. VI, “The essential value of military manifestations are: The technical-professional improvement”.*

2.6. The object of this Basic Project is contracting English Classes for the active military of BACW and Attaché Office to improve their knowledge of the English language. During their mission in USA, the English communication skills are indispensable to complete their daily assignments.

3. DETAILS OF THE SERVICE

3.1. Tutor shall prepare lesson plans and exercises regards English language to the military of BACW’s and Attaché Office, twice a week, for 60 minutes or 90 minutes, as private lessons.

3.2. The normal BACW’s military staff at the Main Office and at the Attaché Office has up to 20 people. So, it may be considered tutoring for 20 people.

3.3. The classes shall be twice a week, for each student, as requested by the BACW’s or Attaché designed to help student make progress in the areas agreed to by student and tutor, such as writing, grammar and/or speaking.

3.4. The invoice to be paid monthly, to the CONTRACTED PARTY shall include the full number of classes during that month.

3.5. The classes may be canceled by the CONTRACTING PARTY at any time within 24 hours notice to the CONTRACTED PARTY. If the CONTRACTING PARTY does not cancel the class before 24 hours notice, the CONTRACTING PARTY will have to pay the full amount of a 60-minute class.

3.6. The CONTRACTED PARTY shall to assure a substitute Tutor when the official Tutor not be able to be present at the scheduled class.

3.7. The classes may be held at the CONTRACTED PARTY School, or at the BACW and Attaché office, which is the choice of the CONTRACTING PARTY.

3.8. Tutors are required to have a qualified Teaching degree, and minimum 6 months experience teaching English language.

3.9. The CONTRACTED PARTY shall provide a current Contact Information, such as a phone number or e-mail, to allow the CONTRACTING PARTY to reschedule or cancel within 24 hours before the scheduled class if it be needed.

3.10. The classes shall be scheduled by the BACW's and Attaché in Washington D.C, considering their requests.

3.11. The CONTRACTED PARTY shall provide to the BACW's and Attaché Office a proficiency test to identify each student's level, along with their specific English language strengths and weaknesses.

3.12. The CONTRACTED PARTY shall provide to the students proficiency learning material in different forms, such as textbooks, media, and visual learning.

4. CONTRACTED PARTY'S DUTIES AND RESPONSIBILITIES

4.1. In addition to supplying the Object of this Basic Project, the CONTRACTED PARTY commits to the following:

4.2. The Tutor shall appear for each class at the start time for the classes scheduled and with the lesson plans ready to begin work with the student.

4.3. An invoice shall be issued by the CONTRACTED PARTY every month that the CONTRACTING PARTY scheduled tutoring English language classes, including all the classes held during the month.

4.4. Maintain discipline on service premises, removing from BACW duties, within 24 (twenty-four) hours of notification, any employee whose conduct should be considered inconvenient by Administration.

4.5. Take full responsibility and any necessary measures to promptly inform any staff members affected by a work accident or illness.

4.6. The CONTRACTING PARTY is not responsible for any accidents at work or any injured employees of the CONTRACTED PARTY. The CONTRACTED PARTY has full responsibility for social security contributions and any other labor, fiscal, commercial taxes or withholdings associated with contract performance.

5. CONTRACTING PARTY'S DUTIES

5.1 The CONTRACTING PARTY has to have a military monitor to supervise the Contract and a Receiving Commission (COMREC), which shall be responsible to receive the invoice issued by CONTRATED PARTY.

5.2 The deadline for payment shall be within thirty (30) calendar days from the date that the invoice is received by the Receiving Commission (COMREC).

5.3 The CONTRACTING PARTY has to notify the CONTRACTED PARTY when is needed to schedule a class.

6. DURATION AND RENEWAL

6.1. The price to be contracted with the WINNING BID must be proposed for the BID and shall be firm and fixed (FFP) during the initial 12 (twelve) months of contract performance, since the signature of the Contract and the expedition of the Service Order.

6.2. Based on the Brazilian Federal Law No. 8.666/1993, the BACW, in accordance with the CONTRACTED PARTY, may renew the contract up to a total period of 60 (sixty) months, if the conditions and prices remain advantageous for the Administration.

6.3. After the first 12 (twelve) months of contract performance, an adjustment may be applied, to maintain the financial relation initially agreed upon between the parties at contract signature, thus ensuring adequate compensation for services, since the increase in input costs associated with BID Object is proved.

7. BUDGETARY ADEQUATION

7.1. The expenses arising from this contract shall be paid with resources of the item 339039 – SERVICES, received by the BACW from the Plan of Action of the Aeronautical Command, based in the Brazilian General Budget for the fiscal year.

Washington DC, March 4, 2022.

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