



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

BASIC PROJECT No. 6/BACW/2022

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1. PREAMBLE

1.1. DEFINITIONS:

To facilitate the understanding of terminology and simplify the document, the following abbreviations and expressions were adopted, followed by their definitions:

1.1.1. ACCEPTANCE - "Acceptance" means that the Contractor has analyzed and agreed that the service provided by the Company meets all contracted requirements;

1.1.2. ADMINISTRATIVE DIVISION – The Division that represents the Contracting Party for the Contracted Party, designated to systematically monitor contractual compliance with deadlines and supplementary orders issued by the Government, in all its aspects;

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

1.1.4. COMAER - Air Force Command;

1.1.5. COMREC - Receiving Commission;

1.1.6. CONTRACTED PARTY– Legal individual or entity contracted for the provision of the services;

1.1.7. CONTRACTING PARTY/CONTRACTOR - Brazilian Aeronautical Commission in Washington – D.C. (BACW);

1.1.8. OM - Military Organization;

1.1.9. NEGLIGENCE - It is the act of omitting or forgetting something that should have been said or done in such a way as to prevent it from causing injury or harm to third parties;

1.1.10. PAG - Administrative Management Process;

1.1.11. TECHNICAL VISIT - Visit requested by the CONTRACTOR to acquire the necessary knowledge about the conditions, equipment and systems of the facilities;

1.1.12. RECEIPT TERM - Document issued by the Contracting attesting and accepting the services performed.

2. OBJECT

2.1. The contracting of a company specialized in vehicle services, for the supply of a Sedan and a minivan, according to the characteristics described in this Basic Project, to be used by the Brazilian Aeronautical



Commission in Washington (BACW), for a period of 36 months, including scheduled period maintenance.

2.2. Please note that the services related to this BASIC PROJECT must comply with all laws and regulations established by the U.S. Federal Government, the District and the State in which the facilities are located.

3. JUSTIFICATION

3.1. The military designated to hold the position of Head of BACW also serves as Deputy Secretary of the Defense and Aeronautical Attaché in the United States. The mission of the Defense and Aeronautical Attaché in the United States is to represent the Brazilian Ministry of Defense and the Brazilian Air Force before the Department of Defense and the United States Air Force. As a result of such a mission, there is often a need to plan, organize, and monitor official visits to military establishments and other institutions located in the U.S., as well as provide administrative and transportation support to the military in official missions in the U.S.

3.2. BACW, is a Military Organization of the Air Force Command that has as main mission to carry out the acquisition of materials and the contracting of services abroad to meet the Brazilian Air Force demands. To carry out its mission, BACW carries out several activities, which requires the existence of a support structure, which encompasses the surface transport activity.

3.3. In this sense, the vehicle to be leased is intended for the functional, administrative and representation activities of the Head of BACW, encompassing support to civil and military authorities of the Ministry of Defense and the Command of the Aeronautics in transit in the USA, as recommended in items 5.8 and 5.9 of Ordinance 56/GC4, of March 15, 2021.

3.4. In view of the return of military activities abroad, for logistical, diplomatic or study support reasons, it is necessary to lease a minivan to serve the military and civilians on missions in the United States, in order to readjust the number of vehicles used by this Commission in the pre-COVID-19 pandemic period.

3.5. In the USA, the "leasing" of vehicles should be understood as rent of the good for a specified period, based on the depreciation value of the car during the time of use and not the value of the car itself. It is a system widely used in the local car market and, as a rule, is not carried out with the ultimate objective of vehicle acquisition, as occurs in Brazil, but with a focus on the use of the vehicle for the given period. It has the advantage of allowing the use of vehicles with a lower expense than the option of acquisition, if it was chosen by the Administration.



3.6. In view of the above, the lease is seen as the most advantageous option to meet the management's demand, which is to have the vehicles to meet BACW's demands for a period of 36 (thirty-six) months, with an annual displacement forecast of 12,000 (twelve thousand) miles.

4. SERVICE SPECIFICATION

4.1. The vehicle to be leased must have minimum characteristics to be used as an Official/Diplomatic vehicle. It is also important to ensure safety requirements and minimum conditions for facing specific situations that include driving in the snow. In addition, this is the new lease aimed at the use of vehicles capable of using both fuel efficiency and ecological technology.

4.2. Vehicles must be new, first use, including factory warranty. For reference purposes on the sedan vehicle, cars that meet the minimum requirements are: Honda Accord EX-L year/2022, Toyota Camry XLE year/2022 and Nissan Altima SL year/2022. Other similar vehicles should present the equal or greater requirements than those listed below:

4.2.1. Power and Handling: 1.5 L Turbo, 4 Cylinders, Automatic Transmission.

4.2.2. Safety: Collision warning system, traction control, perimeter alarm, tire pressure monitoring system, front and side airbag system, 4-wheel power disc with anti-lock braking system (ABS).

4.2.3. Exterior: electric rearview mirrors, rear bumper protector, lane exit warning and track maintenance assistance, blind spot information system, enhanced active parking assistant, rear camera, LED fog lights, acoustic laminated windshield glass, privacy glass, stirrups, splash protectors.

4.2.4. Interior: dual zone climate control, automatic climate control, air conditioning, Apple Car Play/Android Auto, electric windows, electric door locks, electric rear door lock/unlock, cruise control, heated front seats

4.2.5. Color requirements: Black leather in interior color, modern steel in metallic exterior color.

4.2.5.1. Due to market availability, the Bidder may suggest different colors for approval.

4.3 Vehicles must be new and never used, including factory warranty. For reference purposes on the Minivan vehicle, cars that meet the minimum requirements the models Honda Odyssey EX year/2022 and Toyota Sienna LE/ year2022. Other similar vehicles should present the requirements equal to or greater than those listed below:

4.3.1. Power and Handling: 2.5 L, 4 Cylinders, Automatic Transmission.

4.3.2. Safety: collision warning system, traction control, perimeter alarm, tire pressure monitoring system, front and side airbag system, 4-wheel power discs with anti-lock braking system (ABS).



4.3.3. Exterior: electric rearview mirrors, rear bumper protector, lane exit warning and track maintenance assistance, blind spot information system, enhanced active parking assistant, rear camera, LED fog lights, acoustic laminated windshield glass, privacy glass, stirrups, splash protectors.

4.3.4. Interior: Capacity for 8 passengers, dual zone climate control, automatic climate control, air conditioning, Apple Car Play/Android Auto, electric windows, electric door locks, rear door electrical lock/unlock, cruise control, heated front seats

4.3.5. Color requirements: Metallic silver.

4.3.5.1. Due to market availability, the Bidder may suggest different colors for approval.

4.4. Requirements for rental:

4.4.1 The vehicle has to be delivered on September 19th, 2022, in Washington, D.C., the address is yet to be defined.

4.4.2 The leasing term will be 36 (thirty-six) months, with a forecast of 12,000 (twelve thousand) miles per year.

4.4.3 If the rental company comes to charge termination fees or any other fees, these fees shall be described in the price proposal.

4.4.4 The company shall consider the initial payment of a maximum of US\$ 5,000.00 (five thousand) dollars.

Four. 5 If the mileage provided for in item 4.3.2 is exceeded, the cost may not exceed the amount of US\$ 0.18 (eighteen cents) per mile.

4.5 Maintenance requirements:

4.5.1 The maintenance services provided by the factory warranty must be provided by companies authorized by the manufacturer, and it is the responsibility of the Contracted Party to indicate the convenient location in the Washington – D.C. area.

4.5.2 – The services of oil change, fluids, and tire change, when necessary, are responsibilities of the CONTRACTED PARTY.

4.5.3 When signing the Leasing Agreement, the Contracted Party must present the maintenance coverage recommended by the manufacturer.

4.5.4 Roadside maintenance and assistance must be provided within the United States of America.



5. CONTRACT PERFORMANCE REGIME

5.1. The contract resulting from this Basic Project shall be made on the basis of Price Per Unit.

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

6. PRICE PROPOSAL

6.1. The Price Proposal must be presented in English and with the amounts in U.S. Dollars.

6.2. The Bidder shall submit the Lowest Price Per Unit in the Price Proposal.

6.2.1. To submit the Lowest Price Per Unit, the Bidder must consider a first payment in the amount of up to US\$ 5,000.00 (five thousand), the monthly payment multiplied by 36 (thirty-six) months and the fees mentioned in item 4.3.3., if applicable.

Sedan Car				
Entry	Monthly Installments (PM)		Rates (T)	Total Price
USD 5,000.00	36	USD	USD	USD

$$PREÇO = US\$ 5,000.00 + (36 * PM) + T$$

Minivan Car				
Entry	Monthly Installments (PM)		Rates (T)	Total Price
USD 5,000.00	36	USD	USD	USD

$$PREÇO = US\$ 5,000.00 + (36 * PM) + T$$

7. TERMS

7.1. Acceptance Term

7.1.1. The monthly installments and the services performed must be accepted by the Administration through the Service Receipt Term, delivered by the Receiving Committee designated by BACW.

7.2. Payment Processing Time

7.2.1. The payment processing time will be up to 30 days from the date the Service Receipt Term is issued.

7.3. The Leasing Terms will be valid from the date of receipt of the vehicle until the 36th month.



8. SUPERVISION

8.1. 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.

8.2. The Contracted Party'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.

8.3. The monitoring of the contractual performance carried out by the CONTRACTING PARTY does not eliminate the CONTRACTED PARTY'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. PAYMENT

9.1. The deadline for payment will be 30 (thirty) days from the date of receipt of invoice. Payment will take place as follows:

9.1.1. INVOICES, in American dollars, must be sent to the SUPERVISORY COMMITTEE, with the appropriate documentation attached to them.

9.2. The Company may not modify the collection methods during the term of the contract.

10. RECEIPT THE OBJECT

10.1. The services object to this BASIC PROJECT will be received by the Administrative Division, according to the established specifications.

10.2. It is the responsibility of the Supervisory Committee:

10.2.1. Ensure that the Contractor meets all the requirements for the service objects, which are described in this BASIC PROJECT.

10.2.2. Accept or reject services according to the specifications set forth in the BASIC PROJECT, within ten (10) days.

10.2.3. Once approved, INVOICE must be sent to BACW's Bidding and Contracts Division, along with a Terms of Receipt within five (5) days. If there is any discrepancy, the invoice must be returned to the Contracted Party, so that the necessary corrections can be made, with a letter explaining the reasons for the return.

10.2.4. During the execution of the services, all proposals, doubts and discrepancies that cause difficulties or require evaluation must be submitted to the Supervisory Committee. If necessary, the



Supervisory Committee may submit these questions to the Head of the BACW for consideration and judgment.

11. OBLIGATIONS

11.1. CONTRACTING PARTY'S OBLIGATIONS:

11.1.1. Provide all conditions that allow the Contracted Party to perform the contracted services, in accordance with the terms of the contract.

11.1.2. Require compliance with all obligations assumed by the Contracted Party, in accordance with the contractual terms and terms of the proposal.

11.1.3. 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.

1.1.4. Notify the Contracted Party, in writing, of any possible imperfections that occurred during the execution of the contract, determining a schedule for its correction.

1.1.5. Pay the Contracted Party the amount resulting from the services provided, in accordance with the contractual terms.

11.2. OBLIGATIONS OF THE CONTRACTED PARTY:

11.2.1. Perform the services in accordance with this BASIC PROJECT and the contractual terms.

11.2.2. No declaration, promise or inclusion made by either party, which is not contained in this agreement, will be valid.

11.2. 3. Repair, correct, remove or replace, at its own cost, in whole or in part, any activities performed in which performance-related failures or defects are detected by management.

11.2.4. Keep the Supervisory Committee, informed about the current situation of the work being performed, provide work schedules and provide other pertinent information.

11.2.5. Take responsibility for all tax obligations related to the service to be performed.

11.2.6. Do not transfer to third parties any liability related to the obligations assumed, even in the case of additional subcontracting to the approval by the Contracting Party.

11.2.7. Provide information and clarifications of a technical nature, showing all the necessary data and documents, when requested by the Administrative Division.



11.2.8. A supervisor, appointed by the Contracting Party, 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.

11.2.9. Provide the Supervisory Committee with a list of telephone numbers in which an authorized representative may be contacted to provide the required services.

12. ESTIMATED BUDGET

12.1. According to market survey attached, an average of the amounts raised was performed, considering an initial payment of US\$ 5,000.00 and an average of the monthly amount to be paid of US\$ 554.47 for the Sedan, and US\$ 523.00 for the Minivan and the ESTIMATED PRICE PER UNIT for the services to be contracted is expected to be a maximum of US\$ 24,968.00 for 36 months of rental for the Sedan, and US\$ 22,840.00 for 36 months of rental for the Minivan.

12.2. The estimate included in this BASIC PROJECT does not imply any obligation on the part of the Contractor.

13. BUDGET ALLOCATION

13.1. The expenses resulting from this contract will be paid with funds of Expenditure Nature 33.90.39, Action 2000, received by the Brazilian Aeronautical Commission in Washington from the Aeronautical Command Action Plan.

Washington, D.C., June 30, 2022.

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