



MINISTRY OF DEFENSE
AIR FORCE COMMAND
BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON
TERM OF REFERENCE No. 11/DA/2022

1. OBJECT

1.1. The contracting of a company specialized in fixed and mobile telephony, and broadband Internet services, according to conditions, quantities and requirements established in this instrument and its annexes:

ITEM	DESCRIPTION	LOCAL
1	Enterprise telephony service, capable of operating 50 extensions, compatible with the PANASONIC KX-TDA 200 PRI Trunk PABX system.	1701 22nd Street, N.W. Washington – DC.
2	Broadband internet service with a minimum of 300mb/s, including at least 5 static IPs and rented modem device.	1701 22nd Street, N.W. Washington – DC.
3	Broadband internet service with a minimum of 300mb/s, including at least 5 static IPs and rented modem device.	1701 22nd Street, N.W. Washington – DC.
4	Mobile phone service for 38 lines with unlimited voice and text packages in the United States and Canada, at least 100 GB of data and Hotspot of at least 10GB.	1701 22nd Street, N.W. Washington – DC.
5	Providing 4 connectivity devices via USB or Hotspot token, with 50GB data plan (4G LTE or higher).	1701 22nd Street, N.W. Washington – DC.
6	Enterprise telephony service, capable to operate 15 extensions, compatible with SIP VOIP technology.	4601 Beech Road, Temple Hills, MD.
7	Broadband internet service at least 300mb/s, including at least 5 static IPs.	4601 Beech Road, Temple Hills, MD.

1.2. The quantitative and respective codes of the items are the ones broken down in the table above.

1.3. This contract should be performed through the execution regime of Unit Price.



- 1.4. The term of the contract is 36 months and may be extended for the interest of the parties for another period of 36 months, based on Art. 107 of the Brazilian Federal Law No. 14,133/2021.

2. JUSTIFICATION AND PURPOSE OF THE CONTRACTING

- 2.1. It is necessary to emphasize that the efficient and effective communication of BACW's military among themselves, suppliers, military organizations and government agencies in Brazil and other countries by the mission is utmost importance for the fulfillment of the missions assigned to this Commission. Based on this, it is vitally important to reduce the obstacles that naturally occur due to local peculiarities, whether climatic, time zone or other natures.
- 2.2. BACW, in turn, 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 demands of fab. To carry out its mission, BACW carries out various activities, which requires the existence of a support structure, which encompasses the communication activity
- 2.3. In view of the foregoing, it is seen as the most advantageous option the contracting for 36 months, due to the offer widely used by the communication companies of the United States, according to budgets attached to this Reference Term, increasing the possibility of competition and presenting a lower overall value in view of the possibility of discounts offered in the contracting of services

3. SOLUTION DESCRIPTION:

- 3.1. The business telephony service consists of the hiring of a company specialized in the supply of telephone line, preferably analog, with PRI technology, capacity to operate up to 50 extensions, portability of current numbers and that is compatible with the PANASONIC KX-TODA 200 PABX, model already used by this Commission.
- 3.2. The broadband internet service consists of hiring a company specialized in providing high-speed internet, preferably through optical fiber, minimum capacity of 300 mb/s and supply of at least 5 static IP's.
- 3.3. The broadband internet service that deals with item 3 of the table above, is necessary for the security of institutional information and National Defense, since this Commission needs to operate with encrypted data network, in a network separate from the conventional for the processing of classified documents.
- 3.4. The mobile phone service consists of hiring up to 38 smartphone service plans, with unlimited voice, text message and data, hotspot connection of at least 10GB, international data roaming and unlimited text messaging and providing telephone devices at no additional cost. The portability of the current numbers should be carried out, without a solution for continuity of the services already implemented.
- 3.5. For the provision of token connectivity, the appliance may be received in the form of a user or purchased free of charge by this Commission.
- 3.6. The contracting will be carried out in bundle format (combo), being grouped items provided by companies of similar branch, since they will represent savings for the Administration. As perceived in market research, bundle composition is a common practice of the local market, and companies have benefits in contracting bundle services.
- 3.7. The fixed telephony service that deals with item 6 consists of hiring a company specialized in providing a telephone line to the BACW warehouse, with VOIP technology, the ability to operate up to 15 extensions and portability of current numbers.



3.8. The broadband internet service that handles item 7 consists of hiring a company specialized in providing high-speed internet for BACW's warehouse, preferably through fiber optics, minimum capacity of 300 mb/s and supply of at least 5 static IP's.

3.9. All services described in this Terms of Reference must be provided, in the quantities and specifications established, throughout the term, uninterruptedly.

3.9.1. In case of discontinuity of the services due to technical failure of the operator, the Company will be notified by the Contractor and must restore them within a maximum of 24 hours, under penalty of penalty.

4. THE CLASSIFICATION OF SERVICES AND FORM OF SUPPLIER SELECTION

4.1. It is a common service, of a continuous nature and without the supply of labor under an exclusive dedication regime, to be hired by bidding, in the trading mode, in its electronic form.

4.2. The services to be contracted do not fall under the conditions of Decree No. 9,507 of September 21, 2018, not constituting any of the activities, provided for in A rt. 3 of the aforementioned decree, whose indirect execution is sealed.

4.3. The provision of the services does not generate employment between the Employees of the Contractor and the Contracting Administration, sealing any relationship between them that characterizes personality and direct subordination.

5. HIRING REQUIREMENTS

5.1. According to Preliminary Studies, the requirements of the contracting cover the following:

5.1.1. continued service, without providing labor on an exclusive dedication;

5.1.2. The services will be used at the head office of the Brazilian Aeronautical Commission in Washington (BACW) located at 1701 22nd Street, N.W. Washington – DC, at BACW's 4601 Beech Road, Temple Hills MD, and the U.S. Defense and Aeronautics Attaché at 3006 Massachusetts Avenue NW, Washington -D.C.)

5.1.3. The initial duration of the contract will be 36 months

5.2. In addition to the above points, the contractor shall submit a declaration that he is fully aware of the conditions necessary for the provision of the service as a requirement for the conclusion of the contract.

6. SURVEY FOR BIDDING

6.1. For the correct design and preparation of its proposal, the bidder may conduct a survey at the premises of the place of execution of the services, accompanied by a server designated for this purpose, Monday to Friday, from 07:15 to 15:15 hours.

6.2. The deadline for inspection will begin on the working day following the publication of the Notice, extending until the working day before the scheduled date for the opening of the public session.

6.2.1. For the inspection the bidder, or his legal representative, must be properly identified, presenting civil identity document and document issued by the company proving his/her qualification to carry out the survey.



- 6.3. At the time of the survey, the bidder, or his legal representative, CD-ROM, "pen-drive" or other compatible form of reproduction may be delivered, containing the information related to the object of the bid, so that the company can prepare its proposal.
- 6.4. The non-performance of the survey may not support subsequent allegations of ignorance of the facilities, doubts or forgetfulness of any details of the places of provision of the services, and the winning bidder must assume the burden of the resulting services.
- 6.5. The bidder shall declare that he/she has become aware of all information and local conditions for the fulfillment of the obligations subject to the bidding.

7. OBJECT EXECUTION MODEL

- 7.1. The execution of the object will follow the following dynamic:
 - 7.1.1. The contract resulting from this Term of Reference shall be made on the basis of the Lowest Price per item criterion.
 - 7.1.2. For this specific contract, the Purchase Order and the contract for the execution of the services will be considered.
 - 7.1.3. Services will be continuously executed with partial receipts through monthly invoices.
- 7.2. The execution of the services will begin on the date of signing the contract:

8. PRICE PROPOSAL

- 8.1. The price proposal must be presented in English and with the amounts in US Dollars.
- 8.2. The tenderer shall submit the Unit Price in the tender.
- 8.3. To submit the Global Price, the bidder must consider the monthly payment multiplied by 36 (thirty-six) months, multiplied by the contracted amount and the facilities fees that are required.



MINISTRY OF DEFENSE
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TERM OF REFERENCE
(11/BACW/2022)

ITEM	Description	Qty contracted (Q)	Unit price per month (M)	Installation fee (T)	VALUE PER ITEM ((36 * (M * Q)) + T)
1	Enterprise telephony service, capable of operating 50 extensions, compatible with the PANASONIC KX-TDA 200 PRI Trunk PABX system				
2	Broadband internet service with a minimum of 300mb/s, including at least 5 static IPs and modem in a combusive.				
3	Broadband internet service with a minimum of 300mb/s, including at least 5 static IPs and modem in a combusive.				
4	Mobile phone service for 38 lines with unlimited voice and text packages in the United States and Canada, at least 100 GB of data and hotspot of at least 10GB.				
5	Providing 4 connectivity devices via USB or Hotspot token, with 50GB data plan (4G LTE or higher)				
6	Enterprise telephony service, capable to operate 15 extensions, compatible with SIP VOIP technology				
7	Broadband internet service at least 300mb/s, including at least 5 static IPs				

$$\text{GLOBAL PRICE} = (36 * (M * Q)) + T$$



9. CONTRACTOR'S OBLIGATIONS

- 9.1. Provide all conditions that allow the Company to perform the contracted services, in accordance with the terms of the contract;
- 9.2. Require compliance with all obligations assumed by the Company, in accordance with the contractual terms and terms of the proposal;
- 9.3. Carry out the monitoring of contractual performance, indicating a Supervisory Commission, which will record, in a report, any failures detected, showing the day, month and year, as well as the name of any person who may be involved, sharing such observations with the official competent authority for any applicable measures;
- 9.4. Pay the Company the amount resulting from the services provided, in accordance with the contractual terms.

10. OBLIGATIONS OF THE CONTRACTOR

- 10.1. Perform the services according to the specifications of this Terms of Reference and its proposal, with the allocation of employees necessary for perfect compliance with contractual clauses, in addition to providing and using the necessary materials and equipment, tools and utensils, in the minimum quality and quantity specified in this Reference Term and in its proposal;
- 10.2. Repair, correct, remove or replace, at their own expense, in whole or in part, within the period set by the contract inspector, the services performed in which defects, defects or inaccuracies resulting from the performance or materials used are found;
- 10.3. Responsible for the defects and damages arising from the execution of the object, as well as for any and all damages caused to the Union or the federal entity, and shall immediately reimburse the Administration in its entirety, and the Contractor is authorized to de-charge the guarantee, if required in the notice, or payments due to the Contractor, the amount corresponding to the damages suffered;
- 10.4. Use qualified employees with basic knowledge of the services to be performed, in accordance with the standards and determinations in force;
- 10.5. Prevent the use, in the performance of the services, of an employee who is a relative of a public servant occupying a position in committee or function of trust in the Contracting Body, pursuant to Article 7 of Decree No. 7,203, 2010;
- 10.6. Responsible for the fulfillment of the obligations provided for in the Agreement, Convention, Collective Labor Business or equivalent of the categories covered by the contract, for all labor, social, social security, tax and other obligations provided for in specific legislation, the default of which does not transfer liability to the Contractor;
- 10.7. Communicate to the Contract Inspector, within 24 (twenty-four) hours, any abnormal occurrence or accident that occurs at the place of the services.
- 10.8. Provide all clarification or information requested by the Contractor or its companies, guaranteeing them access, at any time, to the place of work, as well as to documents relating to the execution of the enterprise.



- 10.9. Paralyze, by determination of the Contractor, any activity that is not being performed in accordance with good technique or that endangers the safety of persons or property of third parties.
- 10.10. Promote the custody, maintenance and surveillance of materials, tools, and everything necessary for the execution of the services, during the term of the contract.
- 10.11. Promote the technical and administrative organization of the services, in order to conduct them effectively and efficiently, in accordance with the documents and specifications that are part of this Term of Reference, within the given period.
- 10.12. Conduct the work with strict compliance with the rules of the relevant legislation, complying with the determinations of the Public Authorities, always keeping clean the place of services and in the best conditions of safety, hygiene and discipline.
- 10.13. Submit in writing to the Contractor, for analysis and approval, any changes in executive methods that escape the specifications of the descriptive memorial.
- 10.14. Do not allow the use of any work of the child under sixteen years, except as an apprentice for those over fourteen years; or allow the use of the work of the minor under eighteen years in night work, dangerous or unhealthy;
- 10.15. Maintain throughout the term of the contract, in compatibility with the obligations assumed, all the conditions of qualification and qualification required in the bidding;
- 10.16. Comply, throughout the period of execution of the contract, the reservation of positions provided by law for people with disabilities or for the rehabilitation of Social Security, as well as the accessibility rules provided for in the legislation, when the contractor has benefited from the preference established by Law No. 13,146, 2015.
- 10.17. Keep confidential about all information obtained as a result of compliance with the contract;
- 10.18. Bear the burden arising from any misunderstanding in the quantitative dimensioning of its proposal, including the variable costs arising from future and uncertain factors, such as the amounts provided with the quantity of transportation voucher, and should complement them, if the initially foreseen in its proposal is not satisfactory for meeting the object of the bidding, except when any of the events listed in the paragraphs of § 1 of Article 57 of Law No. 8,666 of 1993 occur.
- 10.19. Comply, in addition to the current federal, state or municipal legal postulates, the Contractor's safety standards;
- 10.20. Provide the services within the established parameters and routines, providing all materials, equipment and utensils in adequate quantity, quality and technology, with compliance with the recommendations accepted by good technique, standards and legislation;

11. SUBCONTRACTING

- 11.1. The subcontracting of the bidding object shall not be allowed.

12. SUBJECTIVE CHANGE

- 12.1. The merger, division or incorporation of the contractor with/in another legal entity is permissible, provided that all the qualification requirements required in the original bid are observed by the new legal entity; the other clauses and conditions of the contract are maintained; there is no



prejudice to the execution of the agreed object and there is the express consent of the Administration to the continuity of the contract.

13. CONTROL AND ENFORCEMENT OF EXECUTION

13.1. The supervision of the contract, when verifying that there was under sizing of the agreed productivity, without loss of quality in the execution of the service, should communicate to the responsible authority so that it promotes contractual adequacy to the productivity actually performed, respecting the limits of change of contractual values provided for in § 1 of Article 65 of Law No. 8,666 of 1993.

13.2. The conformity of the material/technique/equipment to be used in the execution of the services must be verified together with the document of the Contractor that contains the detailed relationship of the same, in accordance with the provisions of this Reference Term, informing the respective quantities and technical specifications, such as: brand, quality and form of use.

13.3. The Representative of the Contractor shall promote the registration of verified occurrences, adopting the necessary measures to faithfully comply with the contractual clauses, in accordance with the provisions of Paragraphs 1 and 2 of Article 67 of Law No. 8,666, of 1993.

13.4. Failure to fully or partially comply with the obligations and responsibilities assumed by the Contractor will lead to the application of administrative sanctions, provided for in this Terms of Reference and in current legislation, and may culminate in contractual termination, as provided for in Articles 77 and 87 of Law No. 8,666, of 1993.

13.5. The activities of management and supervision of contractual execution must be carried out in a preventive, routine and systematic manner, and may be carried out by servers, inspection team or single server, provided that, in the exercise of these attributions, the distinction of these activities is ensured and, due to the workload, does not compromise the performance of all actions related to contract management.

13.6. The technical supervision of contracts will constantly evaluate the execution of the object.

13.7. During the execution of the object, the technical inspector must constantly monitor the level of quality of the services to avoid its degeneration, and must intervene to request the CONTRACTOR to correct the faults, failures and irregularities found.

13.8. The technical inspector shall submit to the company's preposition the evaluation of the execution of the object or, if applicable, the evaluation of performance and quality of the provision of the services performed.

13.9. Under no circumstances will the Company itself materialize the performance and quality evaluation of the services performed.

13.10. The Company may present justification for the provision of the service with lower level of compliance, which may be accepted by the technical inspector, provided that the exceptionality of the occurrence is proven, resulting exclusively from unpredictable factors unrelated to the control of the provider.

13.11. In the event of continuous behavior of non-conformity of the provision of the service in relation to the required quality, as well as when it exceeds the minimum tolerable levels provided for in the indicators, in addition to the reducing factors, the penalties should be applied to the Company in accordance with the rules provided for in this Terms of Reference.



13.12. The technical inspector may carry out a daily, weekly or monthly evaluation, provided that the period chosen is sufficient to evaluate or, if applicable, assess the performance and quality of the provision of the services.

13.13. The provisions of this clause do not exclude the provisions of Annex VIII to Normative Instruction SEGES/MP No. 05 of 2017, applicable as to the procurement.

13.14. The supervision of this clause does not exclude or reduce the liability of the Company, including to third parties, for any irregularity, even if resulting from technical imperfections, redeemed defects, or use of inappropriate material or of inferior quality and, in the event of this, does not imply co-responsibility of the Contractor or its agents, managers and inspectors, in accordance with article 70 of Law No. 8,666, 1993.

14. RECEIPT AND ACCEPTANCE OF OBJECT

14.1. The issuance of the Invoice/Invoice must be preceded by the definitive receipt of the contractual object, in the terms below.

14.2. Within 5 calendar days of the adoption of the parcel, the Company must submit all documentation proving compliance with the contractual obligation;

14.3. The receipt will be made by the technical and sector tax or the inspection team after the delivery of the above documentation, as follows:

14.3.1. The contractor will carry out a thorough inspection of all the services performed, through competent technical professionals, accompanied by the professionals in charge of the service, in order to verify the adequacy of the services and verify and relate the final shots, retouches and revisions that are necessary.

14.3.1.1. For the purpose of receiving, at the end of each billing period, the technical inspector of the contract will determine the results of the evaluations of the execution of the object and, if applicable, the analysis of the performance and quality of the provision of the services performed in line with the indicators provided, which may result in the resizing of amounts to be paid to the contractor, registering in a report to be forwarded to the contract manager

14.3.1.2. The Contractor is obliged to repair, correct, remove, rebuild or replace, at its expense, in whole or in part, the object in which there are defects, defects or inaccuracies resulting from the execution or materials employed, and the inspection does not attest to the last and/or only measurement of services until any pending pending issues that may be pointed out in the Provisional Receipt are addressed.

14.3.2. Within 10 calendar days of receipt of the Company's documents, each fiscal or inspection team shall prepare a Detailed Report in accordance with its duties, and forward it to the contract manager.

14.3.2.1. When the inspection is carried out by a single server, the detailed report shall contain the record, analysis and conclusion about the occurrences in the execution of the contract, in relation to the technical and administrative supervision and other documents it deems necessary, and should forward them to the contract manager for definitive receipt.



14.3.2.2. Receipt of the detailed report or, in the event of more than one being made, with the delivery of the latter shall be deemed to have occurred.

14.3.2.2.1. In the event that the verification referred to in the preceding paragraph is not carried out in a timely manner, it shall be considered as carried out, consummated the provisional receipt on the day of exhaustion of the deadline.

14.4. Within 30 (thirty) calendar days from the provisional receipt of the services, the Contract Inspector shall provide the definitive receipt, an act that attests to the performance of the services, following the following guidelines:

14.4.1. Carry out the analysis of the reports and all the documentation submitted by the inspection and, if there are irregularities that prevent the settlement and payment of the expense, indicate the relevant contractual clauses, requesting the Company, in writing, the respective corrections;

14.4.2. Issue Detailed Term for the purpose of definitive receipt of the services provided, based on the reports and documentation submitted; and

14.4.3. Communicate the company to issue the Invoice or Invoice, with the exact amount sized by the inspection.

14.5. The services may be rejected, in whole or in part, when in disagreement with the specifications contained in this Term of Reference and in the proposal, and must be corrected/redone/replaced within the period set by the contract inspector, at the expense of the Contractor, without prejudice to the application of penalties.

15. PAYMENT

15.1. The issuance of the Invoice/Invoice will be preceded by the receipt of the service, in accordance with this Term of Reference.

15.2. Payment shall be made by the Contractor within thirty (30) days, counted from the final receipt of the Invoice/Invoice.

15.3. The sector responsible for making the payment shall verify that the Invoice or Invoice presented expresses the necessary and essential elements of the document, such as:

15.3.1. the expiry date;

15.3.2. the date of issue;

15.3.3. the contract and contracting body data;

15.3.4. the period of provision of the services;

15.3.5. the amount to be paid; and

15.3.6. possible highlight of the value of appropriate tax withholdings.

15.4. If there is an error in the presentation of the Invoice/ Invoice, or circumstance that prevents the settlement of the expense, the payment will be overpowered until the Contractor arranges the sanitarian measures. In this case, the payment period will begin after proving the regularization of the situation, not incarcerating any burden on the Contractor;

15.5. The date of payment shall be deemed to be the day on which the electronic transfer or cheque for payment shall be issued.



15.6. It is venot the payment, in any way, for services provided, to the private company that has in its corporate framework public servant of the contracting body, based on the Current Budget Guidelines Law.

15.7. In cases of possible late payment, provided that the Contractor has not in any way, for this, the amount due must be increased by financial update, and its calculation will be from the date of its maturity until the date of effective payment, in which the interest on late payment will be calculated, according to the Contract of Adhesion.

16. REAJUSTE

16.1. The prices initially contracted are fixed and irreadjustable within one year of the deadline for the submission of tenders.

16.2. After the interregnum of one year, and at the request of the Company, the initial prices may be adjusted, by the application, by the CONTRACTOR, of the CPI index (Costumer Prices Index – Bureau of Labor Statistics), exclusively for the obligations initiated and concluded after the occurrence of annuality, based on the following formula (art. 5 of Decree No. 1,054, 1994):

$R = V (I - I^0) / I^0$, where:

R = Value of the adjustment sought;

V = Contractual value to be adjusted;

I^0 = initial index - refers to the cost or price index corresponding to the date set for delivery of the tender in the bid;

I = Index relative to the month of readjustment;

16.3. In the adjustments following the first, the minimum interregnum of one year will be counted from the financial effects of the last adjustment.

16.4. In case of delay or non-disclosure of the readjustment index, the Client will pay the Company the amount calculated by the last known variation, settling the corresponding difference as soon as the definitive index is disclosed.

16.5. In the final measurements, the index used for adjustment will be mandatorily the definitive one.

16.6. If the index established for readjustment is extinguished or in any way can no longer be used, it will be adopted, in place, what will be determined by the legislation then in force.

16.7. In the absence of a legal forecast for the substitute index, the parties shall elect a new official index to readjust the price of the remaining value by means of an additive term.

16.8. The adjustment will be carried out by Apostille.

17. GUARANTEE OF EXECUTION

17.1. There will be no requirement for contractual guarantee of execution, for the reasons justified below:

17.1.1. It is not the practice of the telephony and internet market to guarantee execution, and there is no need for benefits when requiring such an instrument.



18. ADMINISTRATIVE SANCTIONS

- 18.1. It commits an administrative infraction to the Company that:
- a) failure to execute the contract, for the non-execution, in whole or in part, of any of the obligations assumed in the contract;
 - b) delay in the execution of the object;
 - c) fraud in the performance of the contract;
 - d) behave in an inive manner; or
 - e) commit tax fraud.
- 18.2. For the total or partial non-execution of the subject matter of this contract, the Management may apply the following penalties to the Company:
- i) **Written warning**, when not fulfilling any of the contractual obligations considered minor absences, thus understood those that do not cause significant losses to the contracted service;
 - ii) **Fine of:**
 - (1) 0.1% (one tenth percent) to 0.2% (two tenths percent) per day on the amount awarded in case of delay in the execution of services, limited to 15 (fifteen) days. After the fifteenth day and at the discretion of the Administration, in the case of late execution, the non-acceptance of the object may occur, in order to configure, in this case, total non-execution of the obligation assumed, without prejudice to the unilateral termination of the agreement;
 - (2) 0.1% (one tenth percent) to 10% (ten percent) on the amount awarded, in case of delay in the execution of the object, for a period longer than provided for in the sub-item above, or partial non-execution of the assumed obligation;
 - (3) 0.1% (one tenth percent) to 15% (fifteen percent) on the amount awarded in case of total default of the assumed obligation;
 - (4) 0.2% to 3.2% per day on the monthly value of the contract, as detailed in **tables 1 and 2** below; and
 - (5) 0.07% (seven hundredths of) the contract value per day of delay in the presentation of the guarantee (either for reinforcement or at the time of extension), observing the maximum of 2% (two percent). The delay of more than 25 (twenty-five) days shall authorize the Contracting Administration to promote the termination of the contract;
 - (6) fine penalties arising from various facts will be considered independent of each other.
 - iii) Suspension of bidding and impediment to contract with the body, entity or administrative unit by which the Public Administration operates and acts concretely, for a period of up to two years;
 - iv) Sanction of impediment to bid and contract with agencies and entities of the Union, with the consequent disqualification in the SICAF or equivalent system for a period of up to five years.
 - v) Declaration of iniquity to bid or contract with the Public Administration, as long as the determining reasons for the punishment persist or until rehabilitation is promoted before the authority that applied the penalty, which will be granted whenever the Contractor reimburses the Contractor for the damages caused;



- 18.3. The penalty of indecising and contracting provided for in sub-item "iv" is also applicable in any of the cases provided for as an administrative infraction in this Terms of Reference.
- 18.4. The penalties provided for in the sub-items "i", "iii", "iv" and "v" may be applied to the Company together with those of fine, decounging it from the payments to be made.
- 18.5. For the purpose of fines, fines are awarded degrees in accordance with tables 1 and 2:

Table 1

DEGREE	CORRESPONDENCE
1	0.2% per day on the monthly value of the contract
2	0.4% per day on the monthly value of the contract
3	0.8% per day on the monthly value of the contract
4	1.6% per day on the monthly value of the contract
5	3.2% per day on the monthly value of the contract

Table 2

INFRACTION		
ITEM	DESCRIPTION	DEGREE
1	Allow situation that creates the possibility of causing physical damage, bodily injury or lethal consequences, by occurrence;	05
2	Suspend or interrupt, unless there is force of force or fortuitous event, contractual services per day and per service unit;	04
3	Maintain employee skilled to perform contracted services, per employee and per day;	03
4	Refuse to perform a service determined by the supervision, by service and per day;	02



5	Remove employees or officers of the service during the office hours, without the prior consent of the Contractor, per employee and per day;	03
For the following items, leave to:		
6	Record and control, daily, the attendance and punctuality of its staff, per employee and per day;	01
7	Comply with formal determination or supplementary instruction of the supervisory body, by occurrence;	02
8	Replace employee who conducts himself inaneely or does not meet the needs of the service, per employee and per day;	01
9	Comply with any of the items of the Notice and its Annexes not provided for in this table of fines, after recurrence formally notified by the supervisory body, by item and by occurrence;	03
10	Indicate and maintain during the performance of the contract the provisions of the notice/contract;	01
11	Provide training for its employees as provided for in the company's relationship of obligations	01

18.6. Also subject to the penalties of Art. 87, III and IV of Law No. 8,666 of 1993, companies or professionals who:

18.6.1. have been definitively convicted of committing tax fraud in the collection of any taxes;

18.6.2. have committed illegal acts in order to frustrate the objectives of the bidding;

18.6.3. demonstrate that they do not have the right to contract with the Administration because of the unlawful acts committed.

18.7. The application of any of the penalties provided for will be carried out in an administrative process that will ensure the contradictory and broad defense to the Company, observing the procedure provided for in Law No. 8,666, of 1993, and subsidiary law no. 9,784, of 1999.

18.8. The fines due and/or losses caused to the Contractor shall be deducted from the amounts to be paid, or collected in favor of the Union, or deducted from the guarantee, or, where appropriate, will be entered in the Active Debt of the Union and collected in court.

18.8.1. If the Contractor determines, the fine shall be collected within a maximum of 20 (twenty) days from the date of receipt of the communication sent by the competent authority.



- 18.9. If the amount of the fine is not sufficient to cover the losses caused by the conduct of the bidder, the Union or Entity may charge the remaining amount in court, according to Article 419 of the Civil Code.
- 18.10. The competent authority, in the application of the sanctions, shall take into account the seriousness of the offender's conduct, the educational nature of the penalty, as well as the damage caused to the Administration, in the light of the principle of proportionality.
- 18.11. If, during the penalty application process, there are indications of the practice of administrative infraction typified by Law No. 12,846 of August 1, 2013, as an act harmful to the national or foreign public administration, copies of the administrative process necessary to establish the company's liability shall be sent to the competent authority, with reasoned order, for science and decision on the possible initiation of preliminary investigation or Administrative Procedure of Accountability - PAR.
- 18.12. The investigation and judgment of other administrative infractions not considered as an ineffectual act to the national or foreign Public Administration pursuant to Law No. 12,846 of August 1, 2013, will follow its normal rite in the administrative unit.
- 18.13. The processing of the PAR does not interfere in the regular follow-up of specific administrative proceedings to ascertain the occurrence of damages and losses to the Federal Public Administration resulting from an insignificant act committed by a legal entity, with or without the participation of a public agent.
- 18.14. Penalties will be mandatory recorded in SISCAB.

19. SUPPLIER SELECTION CRITERIA.

- 19.1. The requirements of legal qualification and fiscal and labor regularity are the general requirements for the generality of objects, as disciplined in the notice.
- 19.2. The criteria of economic and financial qualification to be met by the supplier are provided for in the notice.
- 19.3. The technical qualification criteria should include the presentation of a certificate or declaration that the company is authorized to act in the telephony and internet business, as specific.
- 19.4. The criteria for acceptability of prices will be:
- 19.4.1. Unit values: according to the price composition worksheet attached to the notice.
- 19.5. The judgment criterion of the proposal is the lowest price per item.
- 19.6. The rules of tie-breaker between proposals are those broken down in the notice.

20. PRICE ESTIMATE AND REFERENCE PRICES.

- 20.1. The estimated cost of hiring is \$112,348.08 according to comparative price map.



21. OF BUDGETARY RESOURCES.

22. The expenses arising 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 DC, , de julho de 2022

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Head of administrative division

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Internal Control Agent

WILSON PAULO CORRÊA MARQUES Cel Av
Head of BACW

Attachments:

- I - Preliminary Technical Study;
- II - Risk map
- III - Comparative price map