



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

## 1. OBJECT

1.1. The contracting of a specialized company to provide maintenance and small on-demand repairs for the Brazilian Aeronautical Commission in Washington (BACW) facilities, its main building located at 1701 22nd Street, N.W. Washington, DC, 20008; and its warehouse at 4601 Beech Rd, Temple Hills, MD, 20748, including service and material, in accordance with the quantities set forth in this document.

Item	Service	Monthly Estimate (hours)	Annual Estimate
1	Hydraulic Maintenance Service	20h	240h
2	Electrical Maintenance Service	20h	240h
3	Landscaping Service	20h	240h
4	General Services	30h	360h

1.2. The quantitative of the services are the ones broken down in the table above, and the estimated values of material and equipment rental will be remunerated according to item 3.8 of this Term of Reference.

1.3. This Term of Contract shall adopt as performance the System of Unit Price.

1.4. The period of validity of the Term of Contract is 12 months and it may be extended, if it is



of interest of both parties, for additional 12-month periods, up to the overall limit of 60 months, based on §4 of art. 115 of Annex III of Ordinance GM-MD 5.175/2021.

## **2. JUSTIFICATION AND PURPOSE OF THIS CONTRACT**

2.1. The BACW is located in two buildings, the main building being located at 1701 22nd Street, N.W. Washington, DC, 20008, and the second one, a warehouse, located at 4601 Beech Rd, Temple Hills, MD, 20748. Like all buildings, the BACW's facilities require repairs and maintenance as a result of wear and tear, demand for modifications or even as a result of unpredictable events.

2.2. In this context, the BACW needs to contract a company specialized in real estate maintenance services, particularly to carry out repairs and maintenance, aiming to maintain its facilities with good conservation standards, environmental safety and good working conditions for the BACW's staff. It is undeniable that the healthiness and good conservation of the workplace provide quality of life to its military officials and civilian employees, resulting in increased productivity and thus contributing to the performance of the end-activity of the Brazilian Military Organization. Added to this is the fact that the lack of building maintenance leads to the degradation of the Brazilian Federal Government's properties.

2.3. Therefore, considering that the BACW does not have qualified staff to perform these tasks, it is necessary to contract building maintenance services, in order to meet the demands of the Brazilian Air Force, and to prevent leaks, problems in the electrical and hydraulic installation, among others, which may generate damage to buildings, impacting the work progress performed by the BACW's staff.

2.4. It is worth mentioning that this contracting process aims to meet the implementation of small repairs, such as those that are performed by the General Services Sections of the various Military Organizations of the Air Force Command located in Brazil, which have electricians, masons, hydride, joiners and other professionals capable of fix common breakdowns in the facilities. Specific needs for the readjustment of certain facilities or the reform of facilities that require design and greater detail, will be the subject of a specific bidding process.

2.5. The Administrative Division is responsible for the management of the BACW's facilities, such as safety and fire fighting, cleaning, maintenance and repair activities. In the risk management analysis, it was found that it is essential to contract continuous service for repairs of its premises, aiming to prevent damages to its facilities that could compromise the BACW's daily activities, directly affecting its productivity.

2.6. Finally, this justification is added to the need to keep the facilities of the Brazilian Aeronautical Commission in Washington in good condition, since they are part of the fixed assets of the Brazilian Federal Government, being necessary its conservation, avoiding its deterioration.



### 3. SOLUTION DESCRIPTION

#### 3.1. Hydraulic maintenance and repair service includes:

- 3.1.1. Installation of pipes and fittings, such as sinks and toilets, for water, gas, steam, air or other liquids;
- 3.1.2. Installation of connections and valves;
- 3.1.3. Testing of hydraulic system to fix leaks and other problems
- 3.1.4. Investigating the problem and identifying tools and materials suitable for repair; and
- 3.1.5. Other hydraulic services.

#### 3.2. Electrical maintenance and repair service includes:

- 3.2.1. Installation and repair of circuits, sockets, luminaires and others;
- 3.2.2. Removal, installation and repair of electrical wiring; and
- 3.2.3. Other electrical services.

#### 3.3. Gardening/Landscaping service includes:

- 3.3.1. Cutting, maintenance and cleaning of lawn;
- 3.3.2. Pruning and maintenance of small trees;
- 3.3.3. Extermination with insecticide for pest control, using products that do not harm the environment; and
- 3.3.4. Maintenance and planting of trees and flowers when necessary.

#### 3.4. Services performed by general services:

- 3.4.1. Maintenance and repair of walls, windows and doors includes:
- 3.4.2. Painting in general;
- 3.4.3. Repair drywall;
- 3.4.4. Remove and apply wallpaper;
- 3.4.5. Installation, repair, removal of doors and windows;
- 3.4.6. Removal, repair, installation of laminate and ceramic flooring and carpet;
- 3.4.7. Repair, painting, replacing and installation of footer;
- 3.4.8. Other paving services.
- 3.4.9. Maintenance and repair of roofs and ceilings includes:
- 3.4.10. Removal, installation and repair of ceiling plates;
- 3.4.11. Inspection of the roof of the building to identify the conditions of the existing roofing system and related roofing components;
- 3.4.12. Roof repair;
- 3.4.13. Repair, installation, removal and cleaning of gutters; and
- 3.4.14. Other general services, which for technical reason, could not be specified.

3.5. All services described in this Term of Reference must be provided, in the quantities and specifications established in it, throughout the period of validity, on demand, obliging the Contracting Party to pay only for what is actually executed.

3.6. After receiving a call or email from the BACW to perform the services, the Contracted Party must mobilize, within 24 (twenty-four) hours, at the BACW's premises after notification.



3.7. Service estimates will be remunerated up to a limit of \$100.00 and returned within a maximum of 2 (two) business days, unless a different time is agreed between the BACW and the Contracted Party. Estimates should indicate the costs of time, labor, permits (if applicable), material and equipment rental (if applicable). The CONTRACTING PARTY is provided with the supply of materials and/or parts, already in stock, for the repairs contracted. If the service is authorized, the amount paid by the estimate will be deducted from the total value of the service.

3.8. Due to the lack of a national system of research of costs and indexes of civil construction, the costs of materials and equipment rentals must be presented prior to the Contract Monitor in the form of a budget, in order to proceed with market research with at least three suppliers, in order to approve the execution of the service.

3.9. The contract manager and monitor will carry out the analysis of the estimate. Each work must be authorized by the Head of the Administrative Division of the BACW. The Contracted Party must receive a Service Order or e-mail authorizing it before starting any work.

3.10. The Contracted Party will be responsible for protecting the work area or site and keeping it in safe condition at all times, in addition to keeping work areas and sites free from excess debris accumulation at all times. Upon completion of work, or at the end of the day, whichever comes first, CONTRACTED PARTY must leave all work areas clean and in safe condition.

3.11. Any changes or additional work completed without the BACW's prior written consent will be at risk of the Contracted Party and at no additional cost to the BACW.

3.12. Working hours should be from 7:15 am to 3:15 pm, Monday to Friday. Work on Saturdays, Sundays and holidays requires prior approval from the BACW.

3.13. It is the Contracted Party's responsibility to ensure that the work is done safely, as well as to minimize any risk to its workers and the BACW's staff.

3.14. The Contracted Party shall provide the BACW with an emergency contact telephone number, available 24 (twenty-four) hours, with immediate and prompt service.

3.15. The Contracted Party that receives calls to the emergency service must respond and arrive at the destination within 2 (two) hours of notification and receipt of the BACW's call. The Contracted Party will be required to provide names and numbers to be called in an emergency that occurs after normal business hours (and to update names and numbers in case of any changes).

3.16. The Contracted Party and its employees must be properly licensed to perform all specified work. All work must be carried out in accordance with all codes, regulations and safe working practices. The Contracted Party shall be responsible for the proper conduct of all personnel at the BACW's properties. The Contracted Party shall have sufficient staff resources to respond to service requests at any time.

#### **4. THE CLASSIFICATION OF SERVICES AND FORM OF SUPPLIER SELECTION**



4.1. This is a common engineering service, of continuous nature and with no labor provision under an exclusive dedication regime, to be contracted through solicitation requirements (bidding process), in the RFQ ("pregão") mode.

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

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

## **5. HIRING REQUIREMENTS**

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

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

5.1.2. The services will be provided at the headquarters of the Brazilian Aeronautical Commission in Washington (BACW) located at 1701 22nd Street, N.W. Washington-DC, at the BACW's warehouse, located at 4601 Beech Road, Temple Hills MD, and at the Brazilian Defense and Aeronautics Attaché Office in the United States (ADEUA), located at 3006 Massachusetts Avenue NW, Washington-DC;

5.1.3. The initial duration of the contract will be of 12 months.

5.2. In addition to the above points, the Contracted Party shall submit a declaration that they are fully aware of the necessary conditions for the provision of the services, as a requirement for the starting of the contract.

## **6. INSPECTION FOR BIDDING**

6.1. For the correct design and preparation of its proposal, the bidder may conduct an inspection at the premises of the place where the services will be performed, accompanied by a Brazilian Air Force designated agent for this purpose, from Monday to Friday, from 07:15 a.m. to 03:15 p.m. hours.

6.2. The deadline for the inspection will begin on the working day following the publication of the Solicitation Notice, being possible to be extended until the working day before the scheduled date for the opening of the public session.

6.2.1. For the inspection, the participant bidder, or his legal representative, must be properly identified, presenting photo identification document and a document issued by the respective company, proving his/her qualification to carry out the inspection.

6.3. At the time of the inspection, to the bidder, or to his legal representative, a CD-ROM, "pen-drive" or other compatible form of media may be delivered, containing the information related to the object of the Solicitation, so that the company can prepare its proposal.

6.4. The non-performance of the inspection may not support subsequent allegations of



unfamiliarity with the facilities, doubts or forgetfulness of any details of the places where services will be performed, and the winning bidder must assume the risks 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 indicated in this solicitation/bidding process.

## 7. OBJECT PERFORMANCE MODEL

7.1. The performance of the contractual object will follow the dynamic below:

7.1.1. The contract resulting from this Term of Reference shall be made on the basis of the Lowest Unit Price criterion;

7.1.2. For this specific contract, the Purchase Order and the contract for the execution of the services will be considered; and

7.1.3. Services will be placed on demand, with partial receipts through invoices whenever the services are executed.

7.2. The execution of the services will begin on the date of signing the contract.

Item	Service	Annual Estimate	Hour Value	Total	Annual Estimate of rental equipment and material
1	Hydraulic maintenance service	240h	\$127.50	\$30,600.00	\$8,000.00
2	Electrical maintenance service	240h	\$122.50	\$29,400.00	\$8,000.00
3	Gardening service	240h	\$82.50	\$19,800.00	\$8,000.00
4	General services	360h	\$92.50	\$33,300.00	\$12,000.00
TOTAL				\$113,100.00	\$ 36,000.00

7.3. The estimated value of the materials and equipment shown in the table above was established by BACW and will be remunerated according to item 3.8 of this Term of



Reference.

## **8. PRICE PROPOSAL**

- 8.1. The price proposal must be presented in English and with the values in US Dollars.
- 8.2. The tenderer must submit the Price per item in the proposal.
- 8.3. To submit the Price per item, the bidder must consider the estimated hours presented in the object of this document, multiplied by the value of each service.

## **9. CONTRACTING PARTY 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. CONTRACTED PARTY OBLIGATIONS**

- 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, specified in this Terms of Reference 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 Contracting Party is authorized to de-charge the guarantee, if required in the notice, or payments due to the Contracting Party, 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. 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 Contracting Party;

10.6. Communicate to the Contract Monitor, within 24 (twenty-four) hours, any abnormal occurrence or accident that occurs at the place of the services.

10.7. Provide all clarification or information requested by the Contracting Party 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.

10.8. Paralyze, by determination of the Contracting Party, any activity that is not being performed in accordance with good technique or that endangers the safety of persons or property of third parties.

10.9. Promote the custody, maintenance and surveillance of materials, tools, and everything necessary for the execution of the services, during the term of the contract.

10.10. 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.

10.11. 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.

10.12. Submit in writing to the Contracting Party, for analysis and approval, any changes in executive methods that escape the specifications of the descriptive memorial.

10.13. 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;

10.14. Maintain throughout the term of the contract, in compatibility with the obligations assumed, all the conditions of qualification and qualification required in the bidding;

10.15. Keep confidential about all information obtained as a result of compliance with the contract;

10.16. 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 § 13 of Article 115 of Annex III of Ordinance GM-MD 5.175/2021 occur.

10.17. Comply, in addition to the current federal, state or municipal legal postulates, the Contracting Party's safety standards;

10.18. 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 Contracting Party 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 undersizing 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 realized, respecting the limits of change of the contractual values provided for in the Article 125 of Law No. 14,133 of 2021.

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 Contracting Party 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 Contracting Party shall promote the registration of verified occurrences, adopting the necessary measures to faithfully comply with the contractual clauses, in accordance with the provisions of Article 117 of Law No. 14,133 of 2021.

13.4. Failure to fully or partially comply with the obligations and responsibilities assumed by the Contracting Party 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 items I, II e III of Article 155 e Article 156 of Law No. 14,133, of 2021.

13.5. The activities of management and supervision of contractual execution should be carried out in a preventive, routine and systematic manner, and may be carried out by servers, supervision or single server, provided that, in the exercise of these duties, 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 contracted party 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 Contracting party or its agents, managers and inspectors, in accordance with article 120 of Law No. 14,133 of 2021.

#### **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 inspection team after the delivery of the above documentation, as follows:

14.3.1. The contracting party 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 contracted party, registering in a report to be forwarded to the contract manager;

14.3.1.2. The Contracted Party 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 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, consummating 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 provisional or final receipt of the object does not exclude the Contracted Party's responsibility for damages resulting from the incorrect execution of the contract, or, at any time, the guarantees granted and the responsibilities assumed in the contract and by force of the legal provisions in effect.

14.6. The services may be rejected, in whole or in part, when in disagreement with the



specifications contained in this Terms 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 Contracted Party, 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 will be made by the Contracting Party within thirty (30) days, 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 the emission;
- 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 a circumstance that prevents the settlement of the expense, the payment will be withheld until the Contracted Party provides the remedial measures. In this case, the deadline for payment will begin after proof of regularization of the situation, not resulting in any burden to the contracting party;

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 forbidden to pay, for any reason, for services rendered, to private companies that have in their corporate staff active public servants of the contracting agency, based on the current Budget Directives Law.

15.7. In cases of eventual payment delays, provided that the Contracted Party has not contributed, in any way, for such, the amount due should be increased by financial updating, and its calculation will be made from the due date until the date of the effective payment, in which interests for late payment will be calculated, according to the signed Agreement.

## **16. READJUSTMENT**

16.1. The prices initially contracted are fixed and non-adjustable for a period of one year from the deadline for submission of bids.

16.2. After the period of one year, and at the request of CONTRACTED PARTY, the initial prices may be readjusted, through the application, by the CONTRACTING PARTY, of the CPI index (Costumer Prices Index - Bureau of Labor Statistics), exclusively for the obligations initiated and concluded after the occurrence of the annuity, based on the following formula.



$R = V (I - I^0) / I^0$ , 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 readjustment will be done by an endorsement.

## 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 common engineering services market to require a guarantee of execution, and no benefits are envisaged 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 execution with delay, there may be non-acceptance of the object, 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 ineligibility to bid or contract with the Public Administration, while the reasons for the punishment persist or until rehabilitation is promoted before the very authority that applied the penalty, which will be granted whenever the Contracted party reimburses the Contracting Party for the damages caused.

18.3. The sanction of impediment to bidding and contracting foreseen in sub-item "iv" is also applicable in any of the hypotheses foreseen as administrative infraction in these 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, decoupling 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 Contracting party, 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. 156, III and IV of Law No. 14,133 of 2021, 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. 14,133, of 2021, and subsidiary law no. 9,784, of 1999.

18.8. The fines due and/or losses caused to the Contracting Party 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 Contracting Party 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 certificate or declaration that the company is authorized to act in the field of electrical, hydraulic, gardening and minor general repairs, 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 overall price.

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 \$36,000.00 for rental equipment/material and \$113,100.00 according to comparative price map.

## 21. OF BUDGETARY RESOURCES

21.1. The expenses arising from this contract will be paid with funds of Expenditure Nature 33.90.30 and 33.90.39, Action 2000, received by the Brazilian Aeronautical Commission in Washington from the Aeronautical Command Action Plan.

Washington DC, December 16th, 2022.

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MARCEL NÓBREGA DOS SANTOS Ten Cel Av  
Head of administrative division

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VALDINEI FAGUNDES DE SOUZA Ten Cel Int  
Internal Control Agent

Competent Authority
This planning is in accordance with the technical, operational and strategic needs of the agency. In addition, it adequately meets the business demands formulated, the desired benefits are adequate, the expected costs are compatible and characterizes the economy, the risks involved are manageable and the responsible area will prioritize the supply of all the elements related here to achieve the desired benefits, so we recommend the proposed contracting.

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WILSON PAULO CORRÊA MARQUES Cel Av  
Head of CABW