



MINISTRY OF DEFENSE
AERONAUTICAL COMMAND
BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON D.C
TERM OF REFERENCE 55/CABW/2022

1. OBJECT

- 1.1. The hiring of a company specialized in vehicle leasing services, to supply an SUV-type vehicle, according to the characteristics described in this Term of Reference, to be used by the Defense and Aeronautics Administration in the United States, for a period of 36 months, including scheduled periodic maintenance.
- 1.2. This contracting follows the rites and procedures provided for in Annex III of GM-MD Ordinance No. 5175 of 2021, and the contracting is framed by Article 19 of the Ordinance, as it is contracting to meet ADEUA's mission.

2. JUSTIFICATION AND PURPOSE OF THE CONTRACT

- 2.1. The vehicle is intended to serve the Defense and Air Attaché in the United States. The mission of the Defense and Aeronautics Department 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 accompany official visits to military establishments and other institutions located on U.S. soil, as well as to provide administrative and transportation support to military personnel on official missions in the U.S.
- 2.2. Currently the Attaché uses an SUV vehicle contracted through leasing, Administrative Management Process No. 198612 of BACW, due on April 27, 2023.
- 2.3. The SUV is the appropriate vehicle to meet the functional activities of Adido, whether they are representation or support to the authorities in institutional visits to the United States, because it brings together essential factors such as the transportation of people accompanied by their luggage, thus reducing the need to apply other means and, consequently, ensuring a better application of financial resources.
- 2.4. In the U.S., vehicle leasing should be understood as renting the property for a certain 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 goal of acquiring the vehicle, as occurs in Brazil, but focusing on the use of the vehicle for the determined period. It presents as an advantage to allow the use of vehicles with a lower expense than that which would be verified if the acquisition was chosen.

3. SOLUTION DESCRIPTION:

- 3.1. According to Preliminary Studies, the requirements of the contract cover the following:
 - 3.1.1. Continuous service, without supply of labor in exclusive dedication regime.
 - 3.1.2. The leasing agreement will be 36 (thirty-six) months, with a forecast of running of 12,000 (twelve thousand) miles per year.



- 3.1.3. The company must consider the initial payment of a maximum of US\$ 5,000.00 (five thousand dollars).
- 3.1.4. If the mileage provided for in item 3.1.2 is exceeded, the cost may not exceed the amount of US\$ 0.18 per mile.
- 3.1.5. If the contracted company comes to charge termination fees or any other fees, these fees must be described in the price proposal.
- 3.1.6. The vehicle is expected to be delivered on April 26, 2023, in Washington, D.C., at the address to be determined.
- 3.1.7. In addition to the above points, the successful tenderer must provide 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.

4. CLASSIFICATION OF SERVICES

- 4.1. The service to be hired is framed as of a 339039 nature, it is a common service, of a continuous character and without supply of labor in an exclusive dedication regime, since the service is a leasing of transport vehicles for the service of military personnel at the service of COMAER abroad.
- 4.2. The services to be contracted do not fit the assumptions of Decree No. 9,507, of September 21, 2018, not constituting any of the activities, provided for in Article 3 of the aforementioned decree, whose indirect execution is prohibited.
- 4.3. The provision of services does not generate an employment relationship between the employees of the Contracted Party and the Contracting Administration, prohibiting any relationship between these that characterizes personhood and direct subordination.

5. CONTRACTING REQUIREMENTS

- 5.1. The vehicles to be rented must have some minimum characteristics to be used as an Official/Diplomatic vehicle. It is also important to ensure safety requirements and minimum conditions to address specific situations that include driving in snow. In addition, this new lease aims to use vehicles capable of using both fuel efficiency and eco-friendly technology.
- 5.2. The vehicles must be new and first-use, including factory warranty. For reference purposes on the sedan vehicle, examples of cars that meet the minimum requirements are the models Toyota Highlander Hybrid XLE/2023, Honda Passport AWD EX-L/2023 and Kia Sorento Hybrid EX/2023. Other similar vehicles must have the same or higher requirements as those listed below:
 - 5.2.1. Power and Handling: 2.5 to 3.5 L Turbo, 4 or 6 Cylinders, automatic transmission.
 - 5.2.2. 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).
 - 5.2.3. Exterior: electric mirrors, rear bumper guard, lane departure warning and lane keeping assist, blind spot information system, enhanced active parking assistant, rear camera, LED fog lights, acoustic laminated windshield glass, privacy glass, stirrups, splash protectors.
 - 5.2.4. Interior: capacity of 5 to 8 people, dual-zone climate control, automatic climate control, air conditioning, Apple Car Play/Android Auto, power windows, electric door locks, electric rear door lock/unlock, cruise control, heated front and rear seats.



- 5.2.5. Color requirements: black leather in interior color, crystallized black in exterior color.
- 5.2.6. Due to market availability, the Bidder may suggest different colors.

6. OBJECT EXECUTION MODEL

- 6.1. The execution of the object will follow the following dynamics:
 - 6.1.1. The contract resulting from this Term of Reference shall be made on the basis of the Lowest Overall Price criterion.
 - 6.1.2. For this specific contract, the Purchase Order and the contract for the execution of the services will be considered.
 - 6.1.3. All scheduled periodic maintenance must be carried out by the Contractor, in accordance with the vehicle manufacturer.
 - 6.1.4. The insurance will be paid by the Contracting Party.
 - 6.1.5. The option to purchase the vehicle at the end of the period will not be exercised, even if offered by the Contracted Party.

7. PRICE PROPOSAL

- 7.1. The price proposal must be presented in English and with the values in US Dollars.
- 7.2. The tenderer must present the Global Price in the tender.
- 7.3. To submit the Global Price, the bidder must consider a first payment in the amount of up to US\$ 5,000.00, the monthly payment multiplied by 36 (thirty-six) months and the fees mentioned in item 3.1.5., if applicable.

Car SUV				
Input (E)	Monthly Installments (PM)		Rates (T)	Total Price
USD 5,000.00	36	USD	USD	USD

$$E + (PM*36)+T = \text{Total Price}$$

8. OBLIGATIONS OF THE CONTRACTING PARTY

- 8.1. Provide all the conditions that allow the Contracted Party to perform the contracted services, in accordance with the terms of the contract.
- 8.2. Require compliance with all obligations assumed by the Contracted Party, in accordance with the contractual terms and terms of the proposal.
- 8.3. Carry out the monitoring of contractual performance, indicating an Inspection 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.
- 8.4. Pay the Contracted Party the amount resulting from the services provided, in accordance with the contractual terms.



9. CONTRACTOR'S OBLIGATIONS

- 9.1. Perform the services according to the specifications of this Term of Reference and its proposal, with the allocation of employees necessary for the perfect compliance with the contractual clauses, in addition to providing and using the necessary materials and equipment, tools and utensils, specified in this Term of Reference and in its proposal.
- 9.2. Repair, correct, remove or replace, at its expense, in whole or in part, within the period fixed by the monitor of the contract, the services performed in which defects, defects or inaccuracies resulting from the performance or the materials used are found.
- 9.3. Be 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 to the federal entity, and shall immediately reimburse the Administration in its entirety, and the Contractor is authorized to deduct from the guarantee, if required in the notice, or from the payments due to the Contractor, the amount corresponding to the damages suffered.
- 9.4. Use qualified employees with basic knowledge of the services to be performed, in accordance with the standards and determinations in force.
- 9.5. Prohibit the use, in the execution of services, of an employee who is a relative of a public agent occupying a position in commission or a function of trust in the Contracting Party, pursuant to Article 7 of Decree No. 7,203 of 2010.
- 9.6. Be responsible for the fulfillment of the obligations provided for in the Agreement, Convention, Collective Bargaining Agreement or equivalents of the categories covered by the contract, for all labor, social, social security, tax obligations and the others provided for in specific legislation, whose default does not transfer responsibility to the Contractor.
- 9.7. Communicate the Monitor of the contract, within 24 (twenty-four) hours, any abnormal occurrence or accident that occurs at the place of services.
- 9.8. Provide any clarification or information requested by the Contracting Party or its representatives, guaranteeing them access, at any time, to the place of work, as well as to the documents related to the execution of the project.
- 9.9. Paralyze, by determination of the Contracting Part, any activity that is not being performed according to good technique or that endangers the safety of people or property of third parties.
- 9.10. Promote the safekeeping, maintenance and surveillance of materials, tools, and everything necessary for the execution of the services, during the term of the contract.
- 9.11. 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 integrate this Term of Reference, within the determined period.
- 9.12. Conduct the work with strict observance of the rules of the relevant legislation, complying with the determinations of the Public Authorities, always keeping the place of services clean and in the best conditions of safety, hygiene and discipline.
- 9.13. Submit in advance, in writing, to the Contractor, for review and approval, any changes in the executive methods that deviate from the specifications of the descriptive memorial.
- 9.14. Not to allow the use of any work of the minor of sixteen years, except in the condition of apprenticeship for those over fourteen years; nor allow the use of the work of the minor under eighteen years of age in night, dangerous or unhealthy work.
- 9.15. Maintain throughout the term of the contract, in compatibility with the obligations assumed, all the conditions of qualification and qualification required in the bidding.



- 9.16. Maintain confidentiality about all information obtained as a result of the fulfillment of the contract.
- 9.17. Bear the burden arising from any mistake in the sizing of the quantities of your proposal, including the variable costs arising from future and uncertain factors, such as the values provided with the quantity of transportation vouchers, and should complement them, if the initially foreseen in your proposal is not satisfactory to meet the object of the bidding.
- 9.18. To comply, in addition to the legal postulates in force at the federal, state or municipal level, with the safety standards of the Contractor.
- 9.19. Provide the services within the parameters and routines established, providing all materials, equipment and utensils in quantity, quality and appropriate technology, with observance of the recommendations accepted by good technique, standards and legislation.

10. SUBCONTRACTING

- 10.1. The subcontracting of the bidding object will not be allowed.

11. SUBJECTIVE ALTERATION

- 11.1. The merger, spin-off or incorporation of the contractor with/in another legal entity is admissible, provided that all the qualification requirements required in the original bidding 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.

12. CONTROL AND SUPERVISION OF EXECUTION

- 12.1. The inspection of the contract, upon verifying that there was undersizing of the agreed productivity, without loss of quality in the execution of the service, shall communicate to the responsible authority so that it promotes the contractual adequacy to the productivity actually performed, respecting the limits of 25% change in contractual values.
- 12.2. 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 list of the same, in accordance with the provisions of this Term of Reference, informing the respective quantities and technical specifications, such as: brand, quality and form of use.
- 12.3. The representative of the Contractor shall promote the registration of the occurrences verified, adopting the necessary measures for the faithful fulfillment of the contractual clauses.
- 12.4. Total or partial non-compliance with the obligations and responsibilities assumed by the Contracting Party will lead to the application of administrative sanctions, provided for in this Term of Reference and in the current legislation, and may culminate in contractual termination.
- 12.5. The activities of management and supervision of the contractual execution must be carried out in a preventive, routine and systematic way, 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 volume of work, does not compromise the performance of all actions related to Contract Management.
- 12.6. The technical supervision of the contracts will constantly evaluate the execution of the object.



- 12.7. During the execution of the object, the technical inspector must constantly monitor the level of quality of the services to avoid their degeneration, and must intervene to request the CONTRACTED PARTY to correct the faults, failures and irregularities found.
- 12.8. The technical monitor must present to the agent of the CONTRACTED PARTY the evaluation of the execution of the object or, if applicable, the evaluation of performance and quality of the provision of the services performed.
- 12.9. Under no circumstances will it be admitted that the CONTRACTED PARTY itself materializes the evaluation of performance and quality of the provision of the services performed.
- 12.10. The CONTRACTED PARTY may present justification for the provision of the service with a 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 and beyond the control of the provider.
- 12.11. In the event of continuous behavior of non-compliance 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, sanctions shall be applied to the CONTRACTED PARTY in accordance with the rules set forth in this Term of Reference.
- 12.12. The technical monitor may carry out 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 services.
- 12.13. The provisions of this clause do not exclude the provisions of Annex VIII of Normative Instruction SEGES/MP No. 05, of 2017, applicable in what is pertinent to the contracting.
- 12.14. The supervision referred to in this clause does not exclude or reduce the liability of the CONTRACTED PARTY, including to third parties, for any irregularity, even if resulting from technical imperfections, redibitory defects, or use of inadequate material or of inferior quality and, in the occurrence of this, does not imply co-responsibility of the CONTRACTING PARTY or its agents, managers and inspectors.

13. RECEIPT AND ACCEPTANCE OF THE OBJECT

- 13.1. The issuance of the Nota Fiscal/Fatura must be preceded by the definitive receipt of the contractual object, under the terms below.
- 13.2. Within 5 calendar days of the implementation of the installment, the CONTRACTED PARTY must deliver all documentation proving compliance with the contractual obligation;
- 13.3. The receipt will be carried out by the inspection team after the delivery of the above documentation, as follows:
 - 13.3.1. 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 finishes, touch-ups and final revisions that are necessary.
 - 13.3.1.1. For the purpose of receipt, at the end of each billing period, the technical fiscal of the contract will determine the result 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 accordance with the expected indicators, 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



- 13.3.1.2. The Contracted Party is obliged to repair, correct, remove, reconstruct or replace, at its expense, in whole or in part, the object in which defects, defects or inaccuracies resulting from the execution or materials used are verified, and it is up to the inspection not to attest to the last and/or only measurement of services until all any pending issues that may be pointed out in the Provisional Receipt are remedied.
- 13.3.2. Within 10 calendar days from the receipt of the documents of the CONTRACTED PARTY, each fiscal or the inspection team shall prepare a Detailed Report in accordance with its attributions, and forward it to the contract manager.
- 13.3.2.1. 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 shall forward them to the contract manager for definitive receipt.
- 13.3.2.2. It will be considered as having occurred with the delivery of the detailed report or, in case there is more than one to be made, with the delivery of the latter.
- 13.3.2.2.1. In the event that the verification referred to in the previous paragraph is not carried out in a timely manner, it shall be deemed to have been carried out, and the provisional receipt shall be consummated on the day of expiry of the period.
- 13.4. Within a period of up to 30 (thirty) calendar days from the provisional receipt of the services, the Contract Monitor shall provide for the final receipt, an act that certifies the execution of the services, obeying the following guidelines:
- 13.4.1. Carry out the analysis of the reports and all the documentation presented by the inspection and, if there are irregularities that prevent the settlement and payment of the expense, indicate the relevant contractual clauses, requesting the CONTRACTED PARTY, in writing, the respective corrections;
- 13.4.2. Issue a Detailed Term for the purpose of definitive receipt of the services provided, based on the reports and documentation presented; and
- 13.4.3. Communicate the company to issue the Invoice or Invoice, with the exact amount dimensioned by the inspection.
- 13.5. The provisional or definitive receipt of the object does not exclude the liability of the Contracted Party for losses resulting from the incorrect performance of the contract, or, at any time, from the guarantees granted and the responsibilities assumed in the contract and by virtue of the legal provisions in force.
- 13.6. 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 monitor, at the expense of the Contracting Party, without prejudice to the application of penalties.

14. PAYMENT

- 14.1. The issuance of the Invoice will be preceded by the receipt of the service, according to this Term of Reference.



- 14.2. Payment will be made by the Contracting Party within thirty (30) days, counted from the final receipt of the Invoice.
- 14.3. The sector competent to make the payment must verify that the Invoice presented expresses the necessary and essential elements of the document, such as:
- 14.3.1. the shelf life;
 - 14.3.2. the date of issue;
 - 14.3.3. the data of the contract and the contracting body;
 - 14.3.4. the period of provision of services;
 - 14.3.5. the amount payable; and
 - 14.3.6. eventual highlight of the value of applicable tax withholdings.
- 14.4. If there is an error in the presentation of the Invoice, or circumstance that prevents the settlement of the expense, the payment will be overstated until the Contracted Party provides the sanitizing measures. In this case, the deadline for payment will begin after proof of regularization of the situation, not entailing any burden for the Contracting Party;
- 14.5. The date of payment will be considered the day on which the electronic transfer or sending of the check for payment is stated as issued.
- 14.6. It is forbidden to pay, in any capacity, for services rendered, to the private company that has in its corporate framework a public servant of the active of the contracting body.
- 14.7. In cases of eventual payment delays, provided that the Contracted Party has not competed, in any way, for this, the amount due must be added to a financial update, and its calculation will be made from the date of its maturity until the date of the effective payment, in which the default interest will be calculated, according to the signed Term of Adhesion.

15. GUARANTEE OF PERFORMANCE

- 15.1. There will be no requirement of contractual guarantee of execution, for the reasons explained below:
- 15.2. It is not the practice of the car leasing market, the requirement of guarantee of execution, as well as there is no benefit to requiring such an instrument.

16. ADMINISTRATIVE PENALTIES

- 16.1. Commits administrative infraction to the CONTRACTED PARTY who:
- a) fail to perform the contract, by the total or partial non-performance of any of the obligations assumed in the contract;
 - b) to delay the execution of the object;
 - c) defraud in the performance of the contract;
 - d) behaving unsuitably; or
 - e) commit tax fraud.
- 16.2. For the total or partial non-execution of the object of this contract, the Administration may apply to the CONTRACTED PARTY the following sanctions:
- i) **Written warning**, when non-compliance with any of the contractual obligations considered minor faults, thus understood as those that do not cause significant damage to the contracted service;



ii) **Fine of:**

- (1) 0.1% (one tenth percent) up 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, the non-acceptance of the object may occur, in order to configure, in this hypothesis, total non-execution of the obligation assumed, without prejudice to the unilateral termination of the agreement;
- (2) 0.1% (one tenth percent) up to 10% (ten percent) of the amount awarded, in case of delay in the execution of the object, for a period longer than that provided for in the sub-item above, or partial non-execution of the obligation assumed;
- (3) 0.1% (one tenth percent) up to 15% (fifteen percent) of the amount awarded, in case of total non-execution of the obligation assumed;
- (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' percent) 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 will authorize the CONTRACTING Administration to promote the termination of the contract;
- (6) the penalties of fine arising from various facts will be considered independent of each other.

- iii) Suspension of bidding and impediment of contracting 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 organs and entities of the Union, with the consequent de-accreditation in SICAF or equivalent system for a period of up to five years.
- v) Declaration of unsuitability to bid or contract with the Public Administration, while 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 Contracted Party reimburses the Contracting Party for the damages caused;

16.3. The Sanction of impediment to bid and contract provided for in sub-item "iv" is also applicable in any of the cases provided for as an administrative offense in this Term of Reference.

16.4. The penalties provided for in sub-items "i", "iii", "iv" and "v" may be applied to the CONTRACTED PARTY together with those of fine, deducting it from the payments to be made.

16.5. For the purpose of imposing fines, infractions are assigned degrees, according to 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 contract value
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 a situation that creates the possibility of causing physical harm, bodily injury or lethal consequences, by occurrence;	05
2	Suspend or interrupt, except for reasons of force majeure or fortuitous case, the contractual services per day and per service unit;	04
3	Maintain an employee without qualification to perform the contracted services, per employee and per day;	03
4	Refuse to perform service determined by the inspection, by service and per day;	02
5	Withdraw employees or persons in charge of the service during working hours, without the prior consent of the CONTRACTING PARTY, per employee and per day;	03
For the following, stop from:		
6	Record and control, daily, the attendance and punctuality of its personnel, per employee and per day;	01
7	Comply with a formal determination or complementary instruction from the inspection body, per occurrence;	02



8	Replace an employee who conducts himself inconveniently 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 recidivism formally notified by the monitor body, by item and by occurrence;	03
10	Indicate and maintain during the execution of the contract the representatives provided for in the notice / contract;	01
11	Provide training for its employees as provided in the CONTRACTED PARTY list of obligations	01

- 16.6. Also subject to the penalties the companies or professionals that:
- 16.6.1. have suffered a definitive conviction for practicing, through intentional means, tax fraud in the collection of any taxes;
 - 16.6.2. have committed unlawful acts aimed at frustrating the objectives of the bidding;
 - 16.6.3. demonstrate that they are not fit to contract with the Administration due to unlawful acts committed.
- 16.7. The application of any of the penalties provided for will be carried out in an administrative proceeding that will ensure the contradictory and ample defense to the CONTRACTED PARTY.
- 16.8. The fines due and/or damages caused to the Contracting Party will be deducted from the amounts to be paid, or collected in favor of the Union, or deducted from the guarantee, or even, when applicable, will be registered in the Active Debt of the Union and judicially collected.
- 16.8.1. If the Contracting Party determines, the fine shall be collected within a maximum period of 20 (twenty) days, from the date of receipt of the communication sent by the competent authority.
- 16.9. 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 judicially, according to article 419 of the Civil Code.
- 16.10. The competent authority, in the application of sanctions, will 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, observing the principle of proportionality.
- 16.11. If, during the process of applying a penalty, there are indications of an administrative infraction, as an act harmful to the national or foreign public administration, copies of the administrative process necessary to determine the responsibility of the company shall be sent to the competent authority, with a reasoned order, for knowledge and decision on the possible initiation of a preliminary investigation or Administrative Proceeding of Accountability - PAR.
- 16.12. The investigation and judgment of other administrative infractions not considered as an act harmful to the national or foreign Public will follow its normal rite in the administrative unit.



16.13. The processing of the PAR does not interfere in the regular follow-up of the specific administrative processes for the determination of the occurrence of damages and losses to the Federal Public Administration resulting from an injurious act committed by a legal entity, with or without the participation of a public agent.

16.14. Penalties will be mandatorily registered in SISCAB.

17. SUPPLIER SELECTION CRITERIA.

17.1. The requirements of legal qualification and fiscal and labor regularity are the usual for most objects, as disciplined in the notice.

17.2. The criteria of economic and financial qualification to be met by the supplier are provided for in the public notice.

17.3. Technical qualification criteria shall include the presentation of the Company's Basic Business License to operate in the relevant jurisdiction and in the relevant field, issued by a US Government Agency.

17.4. The price acceptability criteria shall be:

17.5. The criterion for judging the proposal is the lowest price per item.

17.6. The tiebreaker rules between proposals are those detailed in the notice.

18. ESTIMATED PRICES AND REFERENCE PRICES.

18.1. The estimated cost of contracting is \$35.300.00 according to the comparative price map.

19. BUDGET RESOURCES.

19.1. The expenses arising from this contract will be paid with resources of Nature of Expense 33.90.39, Action 2000, received by the Defense and Aeronautics Department of Brazil in the USA of the Action Plan of the Aeronautical Command.

Washington, D.C., 28 de março de 2023.

Prepared by

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Conferred by

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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 intended benefits are adequate, the expected costs are compatible and characterizes the economy, the risks involved are manageable and the responsible area will prioritize the provision of all the elements related here necessary to achieve the intended benefits, so we recommend the proposed hiring.

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