



**MINISTRY OF DEFENSE
AERONAUTICAL COMMAND
BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON**

TERM OF REFERENCE 005/ATI/2023

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1. OBJECT

- 1.1. Acquisition of permanent material, consumables and computer software for the Information Technology Department, in accordance with the conditions, quantities and requirements set out in these Term of Reference.

2. JUSTIFICATION AND PURPOSE OF THE CONTRACT

- 2.1. The BACW is a Military Organization of the Aeronautical Command whose main mission is to procure materials and contract services abroad to meet the demands of the FAB. In order to carry out its mission, BACW performs various activities, which requires the existence of a minimum support structure, including computer infrastructure for routine work.
- 2.2. As a military organization, BACW is extremely concerned about the security of its resources, always seeking an up-to-date equipment and software structure so that security updates are always up to date. This means that newer computer equipment becomes a barrier to hackers, viruses and any other threats.
- 2.3. In view of the above, it is considered necessary to update the IT equipment at BACW, the warehouse and Brazilian Liaison Office. Therefore, the purchase of equipment to replace older and/or obsolete equipment is important for the smooth running of routine work and increased security.
- 2.4. In addition, it is necessary to maintain the minimum support structure, which includes the IT infrastructure, including consumables to support routine work and software to support activities and information security.

3. DESCRIPTION OF THE SOLUTION

- 3.1. **Module 1** - Acquisition of new equipment, as shown in the table below, to renew the BACW's technological park, thus replacing the machines currently in use with new ones and covered by the manufacturer's support and warranty.

ITEM	QTY	DESCRIPTON	UNIT PRICE	TOTAL PRICE
1	15	Monitor Dell or similar. 24 inches. Full hd. Hdmi, dvi, displayport, vga	\$ 390.43	\$ 5,856.45
2	25	Desktop Dell optiplex small form factor (or similar); windows 10 pro; intel 10th generation core i5, 16 gb ram. 256 gb ssd; dvd +/-rw, keyboard and mouse	\$ 883.64	\$ 22,091.00
3	15	Laptop DELL, model Latitude 3420 (or similar), Processor 11th Gen Intel Core i7-1165G7, Operating System, Windows 10 Pro (Windows 11 Pro license included), English, French, Spanish, Graphics Card Intel i7-1165G7, Integrated Intel Iris Xe Graphics CY22, Display 14" FHD (1920 x 1080) AG Non-Touch, 250nits, Camera w/shutter and Microphone, WLAN Capable CY22, Memory 16 GB, 2 x 8 GB, DDR4, 3200 MHz Hard Drive 256 GB, M.2, PCIe NVMe, SSD, Class 35	\$ 885.66	\$ 13,284.90
4	1	Eaton 9355 Series	\$ 34,669.53	\$ 34,669.53

	<p>Three Phase Online Tower UPS 15kVA/13.5kW, 208Y/120V, 50/60Hz Hardwired In/Out w/ rear mount rotary maint bypass 64-Batt (3-High)13.3 minutes internal runtime at full load includes (1) 5x8 start-up Service, domestic US only(required for warranty validation/activation) Dims: 47.8"H x 12"W x 33.7"D each Weight: 609 lbs each Std Warranty: 1 Year Parts, 90 Days Labor, 1 Year PredictPulse Remote Monitoring Eaton Industrial Gateway X-Slot Card Pricing includes the following: Electrical labor and materials to remove and replace the existing 20kVA UPS with a new 15kVA UPS. Reworking existing conduit and wire as needed. Freight Charges- LTL Freight w/ Lift Gate Delivery</p>		
TOTAL			\$ 75,901.88

Module 2 - Acquisition of computer consumables to the maintenance of IT equipment and infrastructure.

ITEM	QTY	DESCRIPTON	UNIT PRICE	TOTAL PRICE
1	3	DELL ST3600057SS-DELL 600GB 15K 6G LFF SAS HARD DRIVE	\$ 104.66	\$ 313.98
2	3	USB 3.0 TO NETWORK ADAPTER	\$ 29.57	\$ 88.71
3	1	Brother TN436BK, TN436C, TN436Y, TN436M 4-Color Super High Yield Toner Cartridge Set	\$ 511.96	\$ 511.96
4	4	Brother TN-436 Black Extra High Yield Toner Cartridge (TN436BK)	\$ 88.99	\$ 355.96
5	2	HP 305X (CE410X) Black High Yield LaserJet Toner Cartridge	\$132.99	\$ 265.98
6	3	Wireless Trackball Mouse orthopedic ergo	\$ 49.57	\$ 148.71
7	15	APC BATTERY BACK-UPS PRO BX1500M OR SIMILAR	\$ 178.65	\$ 2,679.75
8	1	Epson power lite home cinema 700 replacement lamp	\$ 99.79	\$ 99.79
9	1	USB C Wireless Microphone Lavalier	\$ 27.74	\$ 27.74
TOTAL				\$ 4,492.58

Module 3 - Acquisition of software licenses to support a larger number of users and the demand for making documents and editions of files in PDF and image format, as well as the maintenance of information security.

ITEM	QTY	DESCRIPTON	UNIT PRICE	TOTAL PRICE
1	10	MICROSOFT OFFICE HOME AND BUSINESS 2021	\$ 225.11	\$ 2,251.10
2	10	ADOBE ACROBAT STANDARD 2020	\$ 358.84	\$ 3,588.40
3	1	ADOBE PHOTOSHOP Creative Cloud License	\$ 263.88	\$ 263.88
4	1	VERITAS Backup Exec Simple Core Pack - On-Premise subscription license (3 years) Mfg. Part#: 32149-M0034;	\$ 1,639.19	\$ 1,639.19
5	7	VERITAS Backup Exec Simple Add On - On-Premise subscription license renewal (3 years) Mfg. Part#: 32150-M0034.	\$ 275.65	\$ 1,929.55
TOTAL				\$ 9,672.12

4. MATERIAL CLASSIFICATION AND FORM OF PROVIDER SELECTION

- 4.1. These are materials for permanent use, consumables and software, to be contracted through a Bidding Process, in the form of Reverse Auction presential.
- 4.2. The use of Reverse Auction presential derives from the fact that Aeronautical Command does not have a computerized system for Bidding Process with specific Public Notices.

5. EXECUTION MODEL

- 5.1. The execution of the object will follow the following dynamics:
 - 5.1.1. The contract resulting from these Term of Reference will be based on the lowest price per item criterion.
 - 5.1.2. For this specific contract, the Purchase Order will be considered.
 - 5.1.3. The materials will be finally received by invoice, upon receipt of the object.
 - 5.1.4. The execution will be carried out in installments, with a delivery deadline of 30 days after the issuance of the Purchase Order.

6. PRICE PROPOSAL

- 6.1. The price proposal must be submitted in English and in US dollars.
- 6.2. The Bidder must submit the Unit Price per item in the bid.
- 6.3. To submit the Global Price, the Bidder must consider the unit price, multiplied by the quantity requested of each item.

7. CONTRACTING PARTY'S OBLIGATIONS

- 7.1. Provide all the conditions that allow the CONTRACTED PARTY to deliver the contracted materials, in accordance with the terms of the contract;
- 7.2. Require compliance with all the obligations assumed by the CONTRACTED PARTY, in accordance with the contractual terms and the terms of the proposal;
- 7.3. Monitoring contractual performance, appointing a Supervisory Committee, which will record in a report any faults detected, showing the day, month and year, as well as the name of any person who may be involved, sharing such observations with the competent official authority for any applicable measures;

7.4. Paying the CONTRACTED PARTY, the value resulting from the materials delivered, in accordance with the contractual terms.

8. CONTRACTED PARTY'S OBLIGATIONS

- 8.1. Delivering the materials in accordance with the specifications of these Term of Reference and its proposal;
- 8.2. Repair, correct, remove or replace, at its own expense, in whole or in part, within the time limit set by the contract supervisor, the materials made in which vices, defects or inaccuracies resulting from the execution or the materials used are found;
- 8.3. Be liable for defects and damages arising from the execution of the object, as well as for any and all damage caused to the Union or the federal entity, and must immediately reimburse the Administration in full, with the CONTRACTING PARTY being authorized to deduct from the guarantee, if required in the Public Notice, or from the payments due to the CONTRACTED PARTY, the amount corresponding to the damage suffered;
- 8.4. Notifying the contract Monitor within 24 (twenty-four) hours of any abnormal occurrence or accident during delivery of the item.
- 8.5. Providing any clarification or information requested by the CONTRACTING PARTY or its agents, guaranteeing them access at any time to the work site, as well as to documents relating to the execution of the project.
- 8.6. Stopping, at the CONTRACTING PARTY's request, any activity that is not being carried out in accordance with good technical practice or that jeopardizes the safety of people or the property of third parties.
- 8.7. Promoting the technical and administrative organization of the services, in order to conduct them effectively and efficiently, in accordance with the documents and specifications that make up these Term of Reference, within the specified timeframe.
- 8.8. Conducting the work in strict compliance with the rules of the relevant legislation, complying with the determinations of the Public Authorities, always keeping the service site clean and in the best conditions of safety, hygiene and discipline.
- 8.9. Submitting in writing to the Contractor in advance, for analysis and approval, any changes to the executive methods that deviate from the specifications in the descriptive memorial.
- 8.10. Maintaining all the qualifications required in the tender throughout the duration of the contract, in compatibility with the obligations assumed;
- 8.11. Keeping confidential all information obtained as a result of fulfilling the contract;
- 8.12. Complying, in addition to the legal provisions in force at federal, state or municipal level, with the CONTRACTING PARTY's safety regulations;
- 8.13. Deliver the object within the established parameters and routines, supplying all materials, equipment and utensils in adequate quantity, quality and technology, in compliance with the recommendations accepted by good technique, standards and legislation.

9. ENVIRONMENTAL SUSTAINABILITY CRITERIA

- 9.1. The issuance of the invoice must be preceded by definitive receipt of the contractual object, in accordance with the terms below.

- 9.2. Within 5 (five) calendar days of payment of the installment, the CONTRACTED PARTY shall deliver all documentation proving compliance with the contractual obligation;
- 9.3. Receipt will be made by the technical and sector inspector or by the inspection team after delivery of the above documentation.
- 9.4. Within 30 (thirty) calendar days of receipt of the object, the CONTRACTING PARTY shall arrange for definitive receipt, which is the act of certifying delivery of the objects, in accordance with the following guidelines:
 - 9.4.1. Analyze the reports and all the documentation presented by the inspectorate 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, to make the respective corrections;
 - 9.4.2. Notifying the company so that it can issue the Invoice with the exact amount calculated by the inspectorate.
- 9.5. The objects may be rejected, in whole or in part, when not in accordance with the specifications contained in these Term of Reference and in the proposal, and must be corrected/repared/replaced within the time limit set by the contract supervisor, at the expense of the CONTRACTED PARTY, without prejudice to the application of penalties.

10. PAYMENT

- 10.1. The issue of the Invoice will be preceded by receipt of the object, in accordance with these Term of Reference.
- 10.2. Payment will be made by the CONTRACTING PARTY within 30 (thirty) days of receipt of the Invoice.
- 10.3. The department responsible for making the payment must check that the Invoice expresses the necessary and essential elements of the document, such as:
 - 10.3.1. the validity period;
 - 10.3.2. the date of issue;
 - 10.3.3. the details of the contract and the contracting body;
 - 10.3.4. the period for which the services will be provided;
 - 10.3.5. the amount payable; and
 - 10.3.6. the amount of any applicable tax withholdings.
- 10.4. In the event of an error in the presentation of the Invoice, or a circumstance that prevents the expenditure from being settled, payment will be suspended until the CONTRACTING PARTY has remedied the situation. In this case, the deadline for payment will begin once the situation has been rectified, without any cost to the CONTRACTED PARTY;
- 10.5. The date of payment shall be deemed to be the day on which the electronic transfer is issued or the check is sent for payment.

- 10.6. Payment in any form whatsoever for services rendered to a private company that has a civil servant working for the contracting agency on its board of directors is prohibited, on the basis of the current Budget Guidelines Law.
- 10.7. In the event of late payment, provided that the CONTRACTED PARTY has not contributed to this in any way, the amount due shall be subject to financial restatement, calculated from the due date until the date of actual payment, in which case interest on late payment shall be calculated in accordance with the signed Term of Agreement.

11. MONITORING

- 11.1. The MONITOR must be an employee of the Administration, specifically appointed by the Administration, in accordance with the precepts established by Law No. 14.133/2021, ICA No. 65-8/2009 and ICA No. 12-23/2019, in order to monitor and inspect compliance with the contract to be executed.
- 11.2. Monitoring of the contractual execution consists of verifying the conformity of the services and the availability of resources, ensuring the perfect application of the adjustments, to be carried out by the FISCAL.
- 11.3. The CONTRACTING PARTY'S representative must have the necessary experience to monitor and supervise the performance of the Contract.
- 11.4. Adequate verification of contractual performance must be carried out on the basis of the criteria established in the Term of Reference and in accordance with the contractual terms.
- 11.5. Contract performance must be monitored and inspected, including monitoring compliance with the obligations arising from the contract.
- 11.6. The inspectorate must record in its records all events related to the execution of the contract, taking the necessary measures to ensure full compliance with the contractual clauses. Measures which exceed its remit must be notified to the competent authority in good time.
- 11.7. The CONTRACTING PARTY's monitoring and supervision of the contractual performance does not eliminate the CONTRACTED PARTY's liability, including to third parties, for any irregularities, even those arising from technical imperfections, faults or improper use of the equipment. In the event of such incidents, they do not imply shared responsibility on the part of the CONTRACTING PARTY, its representatives or employees.

12. ADMINISTRATIVE SANCTIONS

- 12.1. The CONTRACTED PARTY commits an administrative infraction if it:
 - a) fails to perform the contract, by not performing, in whole or in part, any of the obligations assumed in the contract;
 - b) delay the execution of the object;
 - c) commits fraud in the performance of the contract;
 - d) behaving in an unfit manner; or
 - e) commits tax fraud.
- 12.2. For total or partial non-performance of the object of this contract, the Administration may apply the following sanctions to the CONTRACTED PARTY:
 - i) **A written warning**, in the event of non-compliance with any of the contractual obligations considered to be minor faults, understood as those that do not entail significant damage to the contracted service.

ii) **Fine of:**

- (1) 0.1% (one tenth of a percent) to 0.2% (two tenths of a percent) per day of the amount awarded in the event of a delay in performing the services, limited to 15 (fifteen) days. After the fifteenth day, and at the discretion of the Administration, in the event of late performance, the object may not be accepted, in such a way as to constitute, in this case, total non-performance of the obligation assumed, without prejudice to the unilateral termination of the agreement;
 - (2) 0.1% (one tenth percent) to 10% (ten percent) of the amount awarded, in the event of delay in the execution of the object, for a period longer than that provided for in the sub-item above, or partial non-performance of the obligation assumed;
 - (3) 0.1% (one tenth percent) to 15% (fifteen percent) of the amount awarded, in the event of total failure to fulfill 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;
 - (5) 0.07% (seven hundredths of a percent) of the contract value per day of delay in submitting the guarantee (either for reinforcement or on the occasion of an extension), subject to a maximum of 2% (two percent). A delay of more than 25 (twenty-five) days will authorize the CONTRACTING Administration to terminate the contract; and
 - (6) fine penalties arising from different facts will be considered independent of each other.
- iii) Suspension from bidding and impediment from contracting with the body, entity or administrative unit through which the Public Administration operates and acts concretely, for a period of up to two years.
 - iv) Sanction of impediment to bidding and contracting with Union bodies and entities, with the consequent disqualification from 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, for as long as the reasons determining the punishment persist or until rehabilitation is promoted before the authority that imposed the penalty, which will be granted whenever the CONTRACTED PARTY compensates the CONTRACTING PARTY for the damages caused.

12.3. The sanction of impediment to bidding and contracting provided for in sub-item "iv" is also applicable in any of the cases provided for as an administrative infraction in these Term of Reference.

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

12.5. For the purpose of imposing fines, infractions are assigned grades in accordance with tables 1 and 2:

Table 1

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

Table 2

INFRACTION		
ITEM	DESCRIPTION	GRADE
1	Allowing a situation that creates the possibility of causing physical harm, bodily injury or lethal consequences, per occurrence	05
2	Suspend or interrupt, except for reasons of force majeure or unforeseeable circumstances, the contractual services per day and per service unit	04
3	Keeping an unqualified employee to perform the contracted services, per employee per day	03
4	Refusing to perform a service ordered by the supervisory body, per service and per day	02
5	Removing employees or persons in charge from duty during working hours, without the prior consent of the CONTRACTING PARTY, per employee and per day	03
For the following items, leave off:		
6	Record and control the attendance and punctuality of its staff on a daily basis, by employee and by day	01
7	Comply with a formal determination or additional instruction from the supervisory body, per occurrence	02
8	Substitute an employee who conducts himself in an unseemly manner or does not meet the needs of the service, per employee per day	01
9	Compliance with any of the items of the Public Notice and its Annexes not provided for in this table of fines, after a repeat offense formally notified by the supervisory body, per item and per occurrence	03
10	Appoint and maintain during the execution of the contract the agents provided for in the public notice/contract	01
11	Provide training for its employees in accordance with the CONTRACTED PARTY's list of obligations	01

12.6. Fines due and/or damages caused to the CONTRACTING PARTY shall be deducted from the amounts to be paid, or paid to the Union, or deducted from the guarantee, or, where appropriate, shall be entered in the Union's Active Debt and collected in court.

12.6.1. If the CONTRACTING PARTY so orders, the fine must be paid within a maximum of 20 (twenty) days from the date of receipt of the communication sent by the competent authority.

12.7. If the amount of the fine is not sufficient to cover the damage caused by the bidder's conduct, the Union or Entity may collect the remaining amount in court, in accordance with article 419 of the Civil Code.

12.8. When imposing sanctions, the competent authority 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, with due regard for the principle of proportionality.

12.9. If, during the process of imposing a penalty, there are indications of an 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

ascertain the company's responsibility must be sent to the competent authority, with a reasoned order, for awareness and decision on the possible opening of a preliminary investigation or Administrative Accountability Process.

- 12.10. The investigation and judgment of other administrative infractions not considered to be harmful to the national or foreign Public Administration under the terms of Law No. 12.846, of August 1, 2013, will follow the normal procedure of the administrative unit.
- 12.11. The processing of the Administrative Accountability Process does not interfere with the regular follow-up of specific administrative proceedings to ascertain the occurrence of damages and losses to the Federal Public Administration resulting from a harmful act committed by a legal entity, with or without the participation of a public agent.
- 12.12. Penalties must be recorded in SISCAB ((Brazilian Air Force system).

13. SUPPLIER SELECTION CRITERIA

- 13.1. The requirements for legal qualification and tax and labor compliance are the usual ones for all items, as set out in the Public Notice.
- 13.2. The economic and financial qualification criteria to be met by the supplier are set out in the Public Notice.
- 13.3. The criteria for price acceptability will be:
 - 13.3.1. unit values: as per the price composition spreadsheet attached to the Public Notice.
- 13.4. The criterion for judging the tender is the lowest price per item.
- 13.5. The tie-breaking rules between tenders are those set out in the Public Notice.

14. SUSTAINABILITY CRITERIA

- 14.1. The supply of items should preferably be packed in suitable individual packaging, with the smallest possible volume, using recyclable materials, in order to guarantee the reuse of materials, reductions in environmental impacts, maximum protection during transportation and storage.
- 14.2. The non-use of hazardous substances such as mercury (Hg), lead (Pb), hexavalent chromium (Cr(VI)), cadmium (Cd), polybrominated biphenyls (PBBs), polybrominated diphenyl ethers (PBDEs) in concentrations above those recommended in the RoHS (Restriction of Certain Hazardous Substances) directive in the items to be delivered and in the packaging materials used in the means of distribution to the administration as a result of this tender.
- 14.3. For items that will use stationary batteries, it is important to note that these components have peculiar conditions and have in their basic composition the chemical components permitted by regulations: lead, diluted sulfuric acid and plastic. For this reason, the company must carry out all the procedures required for the collection and proper disposal of batteries.
- 14.4. Comply with the environmental sustainability conditions required by US agencies.
- 14.5. Observing the noise levels of its equipment, which must comply, where applicable, with the acceptable limits of the American Standards or related legislation in force at the location where the services are to be carried out.
- 14.6. Energy efficiency: prioritize equipment with high energy efficiency, which reduces electricity consumption and, consequently, operating costs.

- 14.7. Durability and maintenance: choose quality equipment with a long service life and low maintenance requirements, in order to avoid frequent replacement and premature disposal.
- 14.8. Materials and recyclability: prefer equipment with recyclable materials and low environmental impact, such as biodegradable plastics and components free of heavy metals.
- 14.9. Disposing of materials and equipment resulting from the installation.

15. PRICE ESTIMATE AND REFERENCE PRICES

- 15.1. The estimated cost of the contract is **US\$ 90,066.58** according to the price comparative map.

16. BUDGET RESOURCES

- 16.1. Expenses resulting from this contract will be paid from Expenses 44.90.52, 33.90.30, 33.90.40 and 44.90.40, from actions 2000 or 20SA, received by the Brazilian Aeronautics Commission in Washington from the Aeronautical Command Action Plan.

Washington, DC, *digitally dated.*

digitally signed

MARCIO DA SILVA VASCONCELOS MAXIMILIANO Maj Av
Head of Information Technology Department, BACW

Checked by:

digitally signed

MICHELE DE SOUZA SIQUEIRA Ten Cel Int
Head of the Fiscal Division, BACW

I, Col Av WILSON PAULO CORRÊA MARQUES, Orderly of Expenses of the Brazilian Aeronautical Commission in Washington, DC, **approve** these Term of Reference and Annexes, since the file contains all the necessary documents, and draw up this declaration, which is signed by me.

digitally signed

WILSON PAULO CORRÊA MARQUES Cel Av
Head of BACW



MINISTÉRIO DA DEFESA
COMANDO DA AERONÁUTICA

CONTROLE DE ASSINATURAS ELETRÔNICAS DO DOCUMENTO

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Este documento foi assinado e conferido eletronicamente com fundamento no artigo 6º, do Decreto nº 8.539 de 08/10/2015 da Presidência da República pelos assinantes abaixo:

Assinado via ASSINATURA CADASTRAL por Major MARCIO DA SILVA VASCONCELOS MAXIMILIANO no dia 21/11/2023 às 15:03:53 no horário oficial de Brasília.

Assinado via ASSINATURA CADASTRAL por Ten Cel Int MICHELE DE SOUZA SIQUEIRA no dia 21/11/2023 às 15:20:50 no horário oficial de Brasília.

Assinado via ASSINATURA CADASTRAL por Cel WILSON PAULO CORREA MARQUES no dia 21/11/2023 às 15:35:08 no horário oficial de Brasília.