



MINISTRY OF DEFENSE
AERONAUTICAL COMMAND
BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON D.C
TERM OF REFERENCE 002/ADEUA/2023

1. OBJECT

- 1.1. The hiring of a company specialized in vehicle leasing services, to supply an SUV or MINIVAN - 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. 205328/2020 of BACW, due on February 2nd, 2024.
- 2.3. The SUV or MINIVAN is sought, as they are suitable vehicles to meet the functional activities of the Attaché, whether for representation purposes or for providing support to authorities during institutional visits to the United States. These vehicles encompass essential factors, such as the transportation of people along with their luggage, thereby reducing the need for the use of other means and consequently ensuring a better utilization 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.
- 2.5. The most advantageous option envisioned to meet the Administration's demand is leasing, which is having vehicles available to meet the needs of the Defense and Aeronautical Attaché in the United States for a period of 36 months, with an estimated annual mileage of 12,000 miles.

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 may 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\$ 0.30 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 February 2nd, 2024, 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. Additionally, this new lease preferably aims vehicles that demonstrate fuel efficiency through the hybrid use of combustion and electric engines.
- 5.2. The vehicles must be new and brand-new, including a factory warranty and regular maintenance as outlined by the manufacturer to uphold warranty terms, included in the service acquisition cost.
- 5.3. Upon lease agreement signing, the contracted company should provide the coverage and extension of the manufacturer's warranty.
- 5.4. The maintenance and roadside assistance must be provided within the United States of America.
- 5.5. For vehicle reference purposes, the following car models meet the minimum requirements: Toyota Grand Highlander Hybrid MAX Limited/2024, Madza CX-90 PHEV/2024 PREMIUM, Toyota Sequoia Limited/2024, and Toyota Sienna Hybrid. Other similar vehicles should meet or exceed the below-listed requirements:



- 5.5.1. ENGINE AND TRANSMISSION: 2.5 to 4.0 L, turbocharged or naturally aspirated, 4 or 6 cylinders, with hybrid propulsion system (combustion and electric) and automatic transmission, with all-wheel drive (AWD or 4WD).
- 5.5.2. SAFETY: Front and rear pedestrian collision alert system; front and rear parking sensors with visual alert, audible alert, and reverse camera; traction and stability control system; automatic emergency braking for collision mitigation, with four-wheel disc brakes and anti-lock protection; blind-spot monitoring and warning system; hill start assist system; automatic headlight adjustment and activation system; lane departure warning and monitoring system; adaptive cruise control system; tire pressure monitoring system; frontal, side, and curtain airbag system; perimeter alarm.
- 5.5.3. COMFORT AND INTERIOR: Leather-covered seats with electric adjustment for driver and passenger; seat heating system (driver and passenger: mandatory; other occupants: desirable); heated steering wheel system; leather-covered steering wheel; seating capacity for 7 to 8 occupants, distributed across three rows of seats; dual-zone automatic climate control system to ensure thermal comfort for all vehicle occupants, including those in the second and third rows of seats; integrated multimedia system with wireless Apple CarPlay and Android Auto connectivity, electric windows, and electric door locks, electric trunk release/lock. Trunk capacity, with all seats raised and without being folded, equal to or greater than 20 ft³.
- 5.5.4. EXTERIOR: Electric mirrors; LED headlights, taillights, and fog lights; laminated acoustic windshield glass; privacy glass (film); intermittent and variable windshield wipers, front and rear.
- 5.5.5. COLOR: Metallic or pearl paint in black or dark gray (charcoal). However, 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 per item criterion.
- 6.1.2. For this specific contract, the Purchase Order and the Leasing Agreement will be considered for the execution of the services.
- 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 may 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.



- 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



16. ADMINISTRATIVE PENALTIES

- 16.1. Commits administrative infraction to the CONTRACTED PARTY who:
- fail to perform the contract, by the total or partial non-performance of any of the obligations assumed in the contract;
 - to delay the execution of the object;
 - defraud in the performance of the contract;
 - behaving unsuitably; or
 - 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:
- 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;
 - Fine of:**
 - 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;
 - 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;
 - 0.1% (one tenth percent) up to 15% (fifteen percent) of the amount awarded, in case of total non-execution of the obligation assumed;
 - 0.2% to 3.2% per day on the monthly value of the contract, as detailed in **tables 1 and 2**, below; and
 - 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;
 - the penalties of fine arising from various facts will be considered independent of each other.
 - 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;
 - 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.
 - 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	03



	consent of the CONTRACTING PARTY, per employee and per day;	
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 \$45,140.00 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., *digitally signed.*



Prepared and conferred by

digitally signed
FABIO **BAETA** FREIRE Cel Av

digitally signed
DANIEGE NUNES AZAMBUJA SO SEF

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.

digitally signed
FÁBIO LUÍS **MORAU** Brig Ar
Brazilian Defense and Air Attaché in the USA



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 Suboficial DANIEGE NUNES AZAMBUJA no dia 21/12/2023 às 08:41:23 no horário oficial de Brasília.

Assinado via ASSINATURA CADASTRAL por Cel FABIO BAETA FREIRE no dia 21/12/2023 às 08:51:31 no horário oficial de Brasília.

Assinado via ASSINATURA CADASTRAL por Brig Ar FÁBIO LUÍS MORAU no dia 21/12/2023 às 10:09:04 no horário oficial de Brasília.



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 Ten Cel Int ROBERTA GRAZIELLY COSTA SOUZA no dia 18/01/2024 às 15:19:58 no horário oficial de Brasília.

Assinado via ASSINATURA CADASTRAL por Ten Cel Int MICHELE DE SOUZA SIQUEIRA no dia 18/01/2024 às 16:31:43 no horário oficial de Brasília.

Assinado via ASSINATURA CADASTRAL por Cel WILSON PAULO CORREA MARQUES no dia 18/01/2024 às 16:42:35 no horário oficial de Brasília.