

BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON D.C.



CONTRACT 041/CABW/2021

INVITATION FOR BID No. 213937/CABW/2021

PAG No. 67102.217419/2021-99

Content

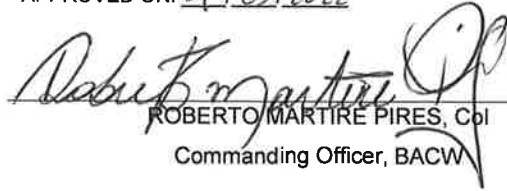


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PAG Nº: **67102.217419/2021-19**
CONTRACT Nº **041/CABW/2021**

APPROVED ON: 01/10/2022



ROBERTO MARTIRE PIRES, Col
Commanding Officer, BACW

CONTRACT FOR THE SUPPLY OF KEROSENE-TYPE JET FUEL, FOR INTO-PLANE FUELING, WITH AN ONLINE REQUEST PROCESSING SYSTEM THROUGH A FUELING CARD, WHICH THE BRAZILIAN GOVERNMENT HEREBY ENTERS INTO, THROUGH THE **BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON**, AND THE COMPANY **ASSOCIATED ENERGY GROUP, LLC DBA**.

The Brazilian Government, through the Brazilian Aeronautical Commission in Washington, with main offices located at **1701 22nd St N.W. Washington, D.C. 20008**, represented herein by **Col Roberto Martire Pires**, in the use of his legal attributions, as per Directive nº 50, issued by the Ministry of Aeronautics on January 29, 1953, and as per Art.61 of Brazilian Federal Law nº 8,666/93, hereinafter referred to as the CONTRACTING PARTY, and the company **ASSOCIATED ENERGY GROUP, LLC DBA "AEG Fuels"**, with main offices located at 165 HWY 50, Suite 101, ZIP **89449**, in the Municipality **Stateline, Nevada**, hereinafter the CONTRACTED PARTY, represented herein by Mr. **Jimmy Jara**, bearer of ID nº 118576435, and bearing in mind the content of PAG nº **67102.217419/2021-99**, and the final result of the **Invitation for Bid No. 213937/CABW/2021**, based on the principles of the Brazilian Federal Law nº 8,666/93, Decree nº 2.271, of 1997, and Normative Instruction SLTI/MPOG nº 2, of April 30, 2008, and related legislation, hereby decide to enter into this agreement and execute this instrument, in accordance with the following terms and conditions:



1. DEFINITIONS

1.1. In order to facilitate the comprehension of terminology and to simplify text composition, the following abbreviations and expressions were adopted, followed by their definitions hereafter:

1.1.1. FUELING CARD- Plastic card with an electromagnetic chip, barcode or any other means of electronically tracking fueling, and thereafter issuing reports, to be used for the purpose of processing fueling at the CONTRACTED PARTY's fueling stations;

1.1.2. COMAER – Aeronautical Command;

1.1.3. COMREC – Goods and Services Receiving Commission;

1.1.4. CONTRACTED PARTY – the natural person or legal entity contracted to supply the PRODUCTS;

1.1.5. CONTRACTING PARTY- Brazilian Aeronautical Commission in Washington, DC (BACW) ;

1.1.6. ICA – Aeronautical Command Directive;

1.1.7. MO- Military Organization;

1.1.8. OPIS – Oil Price Information Service;

1.1.9. PAG – Administrative Management Process;

1.1.10. PLATTS – PLATTS benchmark price assessments for the commodity market;

1.1.11. PUBLISHED PRICE/PUBLICATION- Commercial publication showing price variations as per OPIS/PLATTS;

1.1.12. PRODUCT- Aeronautical Fuel, as per Contract Subject;

1.1.13. SUPERVISOR – Administrative Employee appointed by the Military Organization via internal bulletin to the task of overseeing and inspecting CONTRACT implementation;

1.1.14. SUPERVISION- the individual or commission –representing the CONTRACTING PARTY before the CONTRACTED PARTY, appointed to systematically monitor the fulfillment of contractual terms and complementary orders issued by the Government, in all their aspects.

2. CLAUSE – OBJECT

2.1. The Contracting of a specialized company for the supply of kerosene-type jet fuel, within or without fuel system icing inhibitor (FSII) for Into-Plane fueling, with an online request processing system through a fueling card, for a 12-month period, seeking to fulfill COMAER's needs, as per the regions shown in the table below, in the locations and quantities set forth in ANNEX – "LIST OF REGIONS PER MODULE AND QUANTITIES TO BE REQUESTED" of the Basic Project Plan,



Annex A of this CONTRACT.

REFERENCE No. FROM THE IFB	DELIVERY LOCATION	UNIT PRICE SUBMITTED (US\$/L)	FUEL QUANTITY REQUESTED ON THE IFB	TOTAL ESTIMATED VALUE (US\$)
1	SCCI	0.832300	890.295	740.992.53
3	SCEL	0.734547	163.68	120.230.65
8	SABE	0.750487	70.071	52.587.37
9	MMUN	0.796401	61.273	48.797.88
10	SGAS	0.782342	61.057	47.767.46
12	SAWH	0.924949	56.53	52.287.37
13	SKBO	0.722672	55.959	40.440.00
14	MMMX	0.808372	49.266	39.825.25
15	MROC	0.977503	46.216	45.176.28
16	MPPA	0.679987	41.163	27.990.30
17	SEQM	0.713278	40.206	28.678.06
19	SKRG	0.699185	38.838	27.154.95
20	MMPR	0.835405	38.564	32.216.56
21	MMTG	0.840205	30.664	25.764.05
23	SAME	1.107093	27.887	30.873.50
24	SLVR	0.961608	19.375	18.631.16
25	SYCJ	0.770986	17.785	13.711.99
26	SKCG	0.680790	16.624	11.317.45
27	SGES	0.965552	15.404	14.873.36
28	SAAV	1.058763	15.32	16.220.25
29	SAZM	1.085814	13.127	14.253.48
30	SCIE	0.813664	12.284	9.995.05
33	MSLP	0.795196	10.233	8.137.24
35	SLCB	0.967720	8.113	7.851.11
38	MHTG	0.766255	5.641	4.322.44
39	SKVV	0.720007	5.501	3.960.76
40	SKAP	0.720007	5.301	3.816.76
41	SAZB	1.107000	4.721	5.226.15
44	SULS	0.758552	3.281	2.488.81
48	KJFK	0.653236	60.197	39.322.85
50	KFLL	0.662148	45.369	30.040.99
51	KSBD	0.919332	45.341	41.683.43
56	MDSD	0.858163	18.385	15.777.33



66	CYOW	0.895649	4.79	4.290.16
67	TNCC	0.735059	4.212	3.096.07
71	LPPT	0.652637	231.45	151.052.83
72	LKPR	0.657064	79.51	52.243.16
73	LGAV	0.659216	75.641	49.863.76
74	TFFF	0.755744	61.909	46.787.36
75	EDDH	0.636787	51.712	32.929.53
76	LIRA	0.659654	44.558	29.392.86
77	EPWA	0.686342	42.287	29.023.34
78	FHAW	0.612893	39.022	23.916.31
79	LEVC	0.655171	38.435	25.181.50
80	EGVN	0.612893	36.886	22.607.17
81	LIRP	0.681696	30.038	20.476.78
82	ENGM	0.697639	29.095	20.297.81
83	LPAR	1.104372	28.926	31.945.06
85	LSZH	0.671358	27.754	18.632.87
86	LIML	0.657934	25.799	16.974.04
87	LFPB	0.658002	25.489	16.771.81
89	LPPR	0.646416	23.919	15.461.62
90	LEMD	0.647275	19.717	12.762.32
91	EGLF	1.164484	18.355	21.374.10
92	LFPG	0.657282	17.924	11.781.12
93	EBMB	0.649346	14.826	9.627.20
94	LEBL	0.631430	14.127	8.920.21
95	LICJ	0.671135	13.826	9.279.11
97	EBBR	0.652508	8.251	5.383.84
99	LPBJ	0.673747	5.054	3.405.12
100	LSGG	0.681255	4.861	3.311.58
101	LIPE	0.679033	4.655	3.160.90
103	EDDK	0.636946	4.324	2.754.15
104	LGIR	0.708111	4.146	2.935.83
105	EDSB	1.572200	4.036	6.345.40
106	ESSL	1.484761	3.246	4.819.53
107	GVSV	1.152375	3.146	3.625.37
108	EDDB	0.697705	2.534	1.767.98
109	LIRQ	0.681567	2.219	1.512.40
110	GVAC	0.666905	256.686	171.185.18
112	FNLU	0.819158	61.833	50.651.00
113	HKJK	0.643274	53.332	34.307.09



115	HECA	0.639348	50.383	32.212.27
116	DIAP	0.707210	43.404	30.695.74
117	LLBG	0.683950	43.397	29.681.38
118	OERK	0.636642	41.105	26.169.17
119	LLOV	0.927258	35.366	32.793.41
120	OMAA	0.636812	33.621	21.410.26
121	LTAI	0.644712	30.399	19.598.60
122	OLBA	0.737174	22.61	16.667.50
123	OMDB	0.620953	15.347	9.529.77
125	FQMA	0.800753	14.28	11.434.75
126	LTAC	0.663350	12.661	8.398.67
130	LTBA	0.652519	8.549	5.578.38
131	OJAM	0.769948	7.863	6.054.10
132	UBBB	0.739973	7.507	5.554.98
134	FPST	0.795555	7.174	5.707.31
137	DNAA	0.714625	4.434	3.168.65
140	GMME	0.743993	3.722	2.769.14
141	UACC	0.814065	101.069	82.276.74
142	ZSSS	0.689750	45.586	31.442.94
143	ZBAA	0.684471	43.891	30.042.12
144	ZWWW	0.742482	31.425	23.332.50
145	ZSAM	0.697555	30.883	21.542.59
147	UUWW	0.985519	26.807	26.418.81
148	VOGO	0.644712	25.819	16.645.82
149	RJBB	0.721230	23.302	16.806.10
150	ZBYN	0.760037	20.621	15.672.72
151	UWUU	0.805863	18.98	15.295.28
152	VRMG	0.866508	18.716	16.217.56
153	VIAG	0.887766	18.359	16.298.50
155	VIDP	0.626299	14.203	8.895.32
156	ZSHC	0.697648	11.264	7.858.31
157	UHPP	0.816083	10.537	8.599.07
158	ZHHH	0.712961	8.525	6.077.99
159	ZGSZ	0.694976	8.382	5.825.29
160	UAAA	0.781170	7.114	5.557.24
161	VECC	0.635770	7.004	4.452.93
162	VABB	0.633604	4.126	2.614.25
163	RKSI	0.636721	3.675	2.339.95
164	WSSS	0.604035	2.652	1.601.90



TOTAL CONTRACT ESTIMATED VALUE FOR ALL DELIVERY LOCATIONS (US\$):	\$3,235,504.32
PROJECTED MONTHLY PAYMENTS FOR A 12-MONTH PERIOD CONTRACT (US\$):	\$269,625.36

2.2. It is noted that kerosene jet fuel must comply with the specifications set forth by the International Regulations JIG 1 Into-plane (Issue 11)¹, and US Regulation ATA Specification 103² must be followed, as well as ASTM D 1655³.

2.3. The fuel may be supplied for use with or without anti-freeze, at the Aircraft Captain's discretion.

2.4. The estimates detailed in this CONTRACT do not imply any obligation by the CONTRACTING PARTY. With regard to the demand estimated for each module, the CONTRACTED PARTY is required to supply the PRODUCTS in the countries specified by the Modules. Furthermore, the estimated quantity for 12 months of contractual activity, respectively for MODULES aforementioned, is based on the services performed in recent activities and expectation of future demand. However, it does not guarantee any right to the CONTRACTED PARTY, that this quantity will be met. In case the CONTRACTING PARTY requires, during the 12 months period, less fuel than was estimated, the CONTRACTED PARTY will only be paid for services rendered.

2.5. The following annexes are integral parts of this contract, regardless of whether or not they are herein transcribed:

ANNEX A – BASIC PROJECT; and

ANNEX B - PRICE PROPOSAL FROM THE CONTRACTED PARTY.

3. CLAUSE – PERFORMANCE

3.1. The contract shall be performed on the basis of indirect execution of Lowest Global Price.

3.2. The CONTRACT may undergo quantitative increases or decreases in the estimated amounts and values. However, such increases may not exceed 25% of initial contract amount.

3.3. Given the characteristics of the Contract subject, fueling will meet COMAER's demand. Therefore, the amounts to be contracted are consumption estimates, and consequently do not imply any obligation by the CONTRACTING PARTY.

¹ <http://www.jigonline.com/jig-products/>

² <http://www.equimec-rgse.com.br/images/stories/ata-103.pdf>

³ <http://www.astm.org/Standards/D1655.htm>



4. CLAUSE – LANGUAGE

4.1. It is hereby agreed by the parties that the language of this CONTRACT, for the purpose of documentation, correspondence, and any other interests shall be English.

5. CLAUSE – CONDITIONS TO PROVIDING SERVICE

5.1. The services shall be performed by the CONTRACTED PARTY as described herein and in accordance with the BASIC PROJECT, Annex A.

5.2. The CONTRACTED PARTY shall maintain all the conditions for qualification during the bidding process throughout the validity of this CONTRACT.

6. CLAUSE – OBLIGATIONS

6.1. In addition to that set forth in the Basic Project, the CONTRACTED PARTY shall be required to:

6.1.1. Perform services in accordance with the specifications in the BASIC PROJECT and its proposal with the resources necessary for full compliance with the provisions of the CONTRACT;

6.1.2. Strictly observe specifications and instructions contained in the Invitation for Bid;

6.1.3. Take full responsibility for the supply of contracted materials;

6.1.4. Ensure supply of all material and equipment required for full and perfect fulfillment of contractual obligations;

6.1.5. Take responsibility for the selection, qualification, transportation, meals, lodging, contracting and termination of its employees, as well as for their legal situation with labor, transit, insurance, health and welfare authorities. The CONTRACTED PARTY's failure to fulfill the obligations set forth herewith does not make the CONTRACTING PARTY responsible for payment;

6.1.6. Take responsibility, furthermore, for damages directly caused to the CONTRACTING PARTY, arising from the performance of services by CONTRACTED PARTY'S employees or appointed agents;

6.1.7. Provide all clarification requested by the CONTRACTING PARTY, immediately addressing any complaints;



6.1.8. Replace, at no cost to the CONTRACTING PARTY, all material or equipment provided suffering from any type of damage caused by poor use by its employees, or which has been rejected during inspection tests;

6.1.9. Take necessary measures to ensure the safety, protection and wellbeing of building and apartment dwellers, placing signs in restricted areas, and preventing transit through hazardous areas;

6.1.10. Transport, handle and store with the greatest possible care –avoiding shocks, blows or breakage- various materials to be used during service, taking into account that those materials which are subject to damage by heat, light, humidity or rain must be stored in adequate environment for their protection until they are utilized; and

6.1.11. The CONTRACTED PARTY is prohibited from disclosing to third parties any information regarding the nature or progression of material delivery contemplated by this Contract, as well as from notifying the written or oral press, including television and/or any other means of public disclosure, except with explicit consent of the CONTRACTING PARTY.

6.1.12. Bear all civil liability for each and every material and for damages caused by action or omission on the part of CONTRACTED PARTY'S employees, workers, agents, or representatives, whether intentionally or not, before the Brazilian Government (Brazilian Air Force Command) and other third parties;

6.1.13. Use qualified employees who have essential knowledge of the services that will be performed in accordance with the rules and regulations in effect;

6.1.14. Be responsible for all labor, social, and tax obligations, as well as for any other duties or obligations provided for under specific legislation, the violation of which shall not carry a liability to the CONTRACTING PARTY;

6.1.15. Instruct its employees on the need to follow the guidelines provided by the CONTRACTING PARTY, including with regard to Internal Regulations, if any;

6.1.16. Maintain throughout the term of the Contract, consistent with the obligations assumed, all conditions of eligibility and qualification required in the bidding process;

6.1.17. Not transfer to third parties, in any way, not even partially, any of the responsibilities assumed without the express prior approval of the BACW in accordance with the terms of this CONTRACT;

6.1.18. Be responsible for any costs resulting from any possible mistakes made in calculating the quantitative items in its proposal, including with regard to variable costs



associated with future and uncertain facts, being responsible for covering those items should what was initially provided for in its proposal not be enough to perform the object of the bidding process.

6.1.19. All services performed by the CONTRACTED PARTY shall be the responsibility of the CONTRACTED PARTY and shall be performed in accordance with the CONTRACT;

6.1.20. The CONTRACTED PARTY shall not perform any extra service without first providing an estimated budget, which is to be formally authorized by the CONTRACTING PARTY;

6.1.21. The CONTRACTED PARTY shall appoint a Manager for the purpose of overall management of the activities/services, following up on the CONTRACT and representation with the CONTRACT Supervisor;

6.1.22. The CONTRACTED PARTY shall comply with all the deadlines provided in the CONTRACT;

6.1.23. Comply with all the CONTRACTING PARTY's requirements, especially those related to deadlines, performance and conclusion of the contracted services, as well as the requirements related to the services under special deadline, priority and emergency;

6.1.24. Abide by BACW's business hours, and according to its convenience or need for any change, communicate the change to the CONTRACT Supervisor, with at least 24 (twenty four) hours in advance;

6.1.25. Be responsible for any claims and financial burden that may arise from any law suits, or damage caused directly or indirectly by the CONTRACTED PARTY, and that may possibly be argued against BACW, by third parties;

6.1.26. Promptly communicate, in writing to BACW, any and all information related to any errors, mistakes or flaws found in the BASIC PROJECT;

6.1.27. Use of adequate equipment and tools, to allow for proper execution of the services, and utilize efficient and safe work methods;

6.2. The CONTRACTING PARTY shall be required to:

6.2.1. The CONTRACTING PARTY, through the assistance of the CONTRACT Supervisor, duly designated for that function, shall:



6.2.1.1. Appoint a RECEIVING COMMISSION (COMREC), through Internal document, to carry out receipt of the qualitative and quantitative object of the CONTRACT;

6.2.1.2. Provide all the conditions for the CONTRACTED PARTY to be able to perform its services in accordance with the provision of the CONTRACT, the Invitation to Bid and its Annexes, and particularly the Basic Project;

6.2.1.3. Require compliance with all obligations assumed by the CONTRACTED PARTY in accordance with the provisions of the CONTRACT and the terms and conditions of its proposal;

6.2.1.4. Provide monitoring of services by an official specifically designated for that purpose, who shall record in his own log any flaws found;

6.2.1.5. Notify the CONTRACTED PARTY in writing of the occurrence of any irregularities during the performance of services, and establish a deadline for their correction;

6.2.1.6. Pay the CONTRACTED PARTY the amount due for the provision of services, as established in the CONTRACT through the receipt and acceptance of an INVOICE; and

6.2.1.7. See to it that, throughout the term of the CONTRACT, all conditions of eligibility and qualifications required in the bidding process are maintained, consistent with the obligations assumed by the CONTRACTED PARTY.

7. CLAUSE – DISCRIMINATION OF SERVICE

7.1. The CONTRACT shall be performed by the CONTRACTED PARTY as described herein and in the BASIC PROJECT, Annex A.

7.2. The procedures for the fueling of the modules without contractual coverage are described in Item 4.4 of the BASIC PROJECT, Annex A.

8. CLAUSE – AMOUNT OF THE CONTRACT

8.1. The maximum (ESTIMATED) total amount of the CONTRACT is US\$ 3,235,504.32 (three million, two hundred and thirty five thousand, five hundred and four US dollars and thirty-two cents), through the Purchase Order nº _____.



8.2. As stated in the BASIC PROJECT the price per liter to be paid upon this CONTRACT is the AIRPORT UNIT PRICE as presented in the CONTRACTED PARTY PRICE PROPOSAL, attached to this CONTRACT.

8.3. In accordance with the BASIC PROJECT, the airport unit price shall be readjusted as described in the BASIC PROJECT, Annex A.

8.3.1. The estimated quantity for 12 months of contractual activity, respectively for the LOCATIONS aforementioned, is based on the services performed and in the recent activities and expectation of future demand. However, it does not guarantee any right to the CONTRACTED PARTY, that this quantity will be met. In case the CONTRACTING PARTY requires, during the 12 months period, less fuel than was estimated, the CONTRACTED PARTY will only be paid for services rendered.

8.3.2. The unit quoted amount includes all costs arising from the performance of the CONTRACT, whether direct or indirect, not being limited to what it is described below: all inputs such as fees and/or taxes of invoice, social contributions, expenses, insurance, transportation, social security, fiscal, and commercial amounts that are due, administration fees, materials, insurance, and all other fees necessary for full compliance with the object of the CONTRACT, in accordance with the Basic Project.

9. CLAUSE - BUDGETARY ALLOCATION

9.1. The expenses associated with this Contract shall be covered by specifically allocated resources from the Country's General Budget within this Organization, in accordance with the following budget classification:

Management/Unit: 00001/120038
Source: 0100000000 or similar
Summarized Work Program: 060478 or similar
Expenditure Item: 339030
Action: 2868.

10. CLAUSE - SUBCONTRACTING

10.1. In case there is sub-contracting, it shall abide by the following guidelines:

10.1.1. Sub-contracting may be authorized by the BACW's Chief, through the Contract Supervisor.

10.1.2. Sub-contractor shall prove having the technical qualification to perform the



10.1.3. services, even though, the responsibility for the quality of such services lies on the CONTRACTED PARTY.

10.1.4. In the event of sub-contracting, the CONTRACTED PARTY shall still bear full responsibility for full performance of the Contract, being responsible for supervising and coordinating the activities of the sub-contractor, as well as responding before the CONTRACTING PARTY for strict compliance with the Contract agreements related to the object that was subcontracted.

11. CLAUSE - TERMS

11.1. Term of Validity

11.1.1. This project details the supply of PRODUCTS over 12 months, in accordance with this Administration's requirements, starting on the day on which the contract is published in the Official Gazette ['Diário Oficial da União'].

11.1.2. The contract's validity may be extended for up to a total of 60 months if in the Administration's interest.

11.2. Acceptance Timeframe

11.2.1. The PRODUCTS supplied must be accepted by the Administration through an adequately qualified Commission, referred to as COMREC.

11.2.2. Acceptance timeframes shall be defined by the CONTRACTING PARTY, in accordance with each step completed in the supply process, not to exceed 30 (thirty) consecutive days.

11.2.3. The CONTRACTED PARTY may issue weekly reports for the purposes of oversight and invoice payment.

11.3. Payment Processing Time

11.3.1. The payment processing time shall be up to 30 days, starting on the date on which the term of receipt is issued.

12. CLAUSE - FINANCIAL GUARANTEE

12.1. Considering the estimated and on-demand nature of the contract herein intended, and its subjection to local peculiarities, according to art. 123 of the Brazilian Federal Law nº 8,666/93, no financial guarantee will be required from contracted companies.

13. CLAUSE - CHANGES TO THE CONTRACT



13.1. Pursuant to Article 65, § 1, of Law nº 8.666/93 (Brazil), a CONTRACTED PARTY is required to accept, under the same terms and conditions, any changes involving addition or subtraction of products, that may be necessary, at the discretion of BACW, up to the limit of twenty-five percent (25%) of the original total amount of the Contract.

13.1.1. Since that the demands are estimated due to the characteristics of the OBJECT of this CONTRACT, deductions in the amount that exceeds the limit of twenty-five percent (25%) of the Contract may occur during the performance of the CONTRACT.

13.1.2. The set of increases and the set of decreases shall be calculated based on the original shipments of, or services to be provided under, the Contract, on a case by case basis, without any sort of compensation up to the limits established above.

14. CLAUSE - PRICE VARIATION

14.1. Taking into account the unique characteristics of this hiring, fueling prices may undergo variations beyond the CONTRACTING PARTY'S and the CONTRACTED PARTY'S control. Therefore, variations shall affect the price in the following manner:

14.1.1. Prices paid through the CONTRACT must be adjusted via increases or decreases, to reflect the variations in price including cents. The relevant price shall be as listed in an OPIS/PLATTS PUBLICATION, on the date of fueling during CONTRACT implementation.

14.1.2. Price variations noted in the PUBLICATION shall be applied to the price contemplated by the bid solely on the day of- or the day after- the price change in the market, in accordance with the PUBLICATION; and provided that the CONTRACTED PARTY notifies the SUPERVISOR within 15 days of the market price variation, attaching proof.

14.2. Market price adjustment rate will be reviewed by the CONTRACTED PARTY (PUBLICATION) if the PUBLICATION is discontinued, or if the CONTRACTED PARTY'S means of obtainment should drastically change for reasons beyond CONTRACTED PARTY'S control. In either case, the CONTRACTED PARTY must present documentation supporting this situation for analysis.

14.3. The CONTRACTED PARTY must give the CONTRACTED PARTY access to the OPIS and/or PLATTS systems for verification and monitoring of price variations.



14.4. The market price adjustment index assigned during the Bid by the CONTRACTED PARTY shall change if the CONTRACT SUPERVISOR should reasonably demonstrate that the market price index failed to represent market price consistently or substantially.

14.5. There will be no price adjustment if caused by delays or faults by the CONTRACTED PARTY.

14.6. When issuing an INVOICE, the CONTRACTED PARTY must show the price presented at Bid and price variation on PUBLICATION, while also citing the relevant PUBLICATION, as presented during the Bid.

14.7. It shall be observed the items 12 e 13 of the Basic Project for the price formation components variation.

15. CLAUSE - PAYMENT

15.1. The deadline for payment shall be within **thirty (30) calendar days** from the date the term of receipt is issued by the RECEIVING COMMISSION

15.2. An Invoice shall be issued by the CONTRACTED PARTY in accordance with the following procedures:

15.2.1. Payment shall only be made, after the appropriate official's "approval" of the Invoice provided by the CONTRACTED PARTY.

15.2.2. The "approval" of the Invoice is contingent upon verification of compliance of the Invoice submitted by the CONTRACTED PARTY with the services/services that were actually performed; and

15.2.3. In the event of any mistake in submitting any of the documents required under the previous sub-items or of a situation that prevents fees from being paid, the payment shall remain pending until the CONTRACTED PARTY takes steps to remedy the situation. In this case, the deadline for payment shall take effect after it is verified that the situation has been solved, without any costs to the CONTRACTING PARTY.

15.3. Payment shall be made through a bank order of credit, deposit in a bank account, at the branch or bank agency indicated by the CONTRACTED PARTY, or through any other means provided for under the legislation in effect.

15.4. The date of payment shall be considered the date when the bank order of payment is actually made.

15.5. The CONTRACTING PARTY shall not be responsible for any expenses that may be made by the CONTRACTED PARTY that have not been agreed to in the Contract.

16. CLAUSE - SUPERVISION



16.1. The SUPERVISOR must be an Administrative employee, specifically appointed by the Administration, in accordance with the precepts established by Law Nº 8.666/1993, of ICA nº 65-8/2009, and of ICA nº 12-23/2014, so as to monitor and inspect the fulfillment of the contract to be executed.

16.2. Monitoring of contractual fulfillment consist in verifying the conformity of PRODUCT supply and the allocation of the necessary resources, thereby ensuring the perfect application of adjustment, and must be performed by the SUPERVISOR.

16.3. The CONTRACTING PARTY'S representative must have the necessary experience to monitor the supply of the contracted fuel.

16.4. Verification of adequate contractual fulfillment must be performed based on the criteria established in the BASIC PROJECT and in accordance with contractual terms.

16.5. Contractual performance must be monitored and inspected through oversight instruments including monitoring of the fulfillment of the obligations arising from this agreement.

16.6. The SUPERVISOR shall note in his records all events related to the performance of the Contract, taking the necessary measures for the complete fulfillment of contractual clauses. The measures exceeding his competence must be notified to the relevant authority in a timely manner.

16.7. The monitoring of contractual performance carried out by the CONTRACTING PARTY does not eliminate the CONTRACTED PARTY'S responsibility, also before third parties, due to any irregularity, even if arising from technical imperfections, flaws or inadequate use of equipment, and when these incidents occur, they do not imply shared responsibility by the CONTRACTING PARTY, its representatives or employees.

17. CLAUSE - RECEIPT OF THE OBJECT

17.1. The services/material that are the object of the BASIC PROJECT shall be received by the Receiving Commission in accordance with the specifications set forth in the Basic Project, Annex I of this Bid Announcement.

17.2. It is the responsibility of the RECEIVING COMMISSION to:

17.2.1. Ensure that the CONTRACTED PARTY will follow the description of all the material that are the object of the BASIC PROJECT;

17.2.2. Receive services or reject them according to the specifications set forth in the BASIC PROJECT, in up to ten (10) calendar days;

17.2.3. Once approved, the invoices are sent to BACW's Contract Department, followed by a Statement of Receipt, within 5 (five) days. If there is any discrepancy, the invoice



shall be returned to the CONTRACTED PARTY for corrections, along with a letter explaining the reasons why it was returned, and

17.2.4. All proposals, questions, discrepancies and difficulties encountered during the execution of the CONTRACT, or that require an evaluation shall be presented to the CONTRACT Supervisor for approval and/or a determination must be approved by the Chief of BACW.

18. CLAUSE – UNFORESEEABLE EVENTS OF FORCE MAJEURE

18.1. Unforeseeable –or force majeure- events shall be notified in writing to the Chief of the BACW, so that he may decide appropriate course of action, provided it has been proven that such events affect the services/material supplied in connection with the Subject of this CONTRACT.

18.2. For the purposes of this Contract, events shall be considered unforeseeable or caused by force majeure if they fit legal description provided in single paragraph of article 393 of the Brazilian Civil Code, or terms of line II, § 1º, Art. 57 of Law nº 8.666/93.

19. CLAUSE – VIOLATIONS AND ADMINISTRATIVE SANCTIONS

19.1. Failure to complete the Contract as a whole or in part or any violation of the obligations listed in the Invitations to Bid and in the Contract shall subject the CONTRACTED PARTY, notwithstanding other criminal, contractual and civil liability, to any and all damages and remedies available to CONTRACTING PARTY under this Contract or applicable law, while ensuring due process, to the following penalties:

19.1.1. A warning for minor violations, which for these purposes mean those that do not result in significant losses to the object of the contract;

19.1.2. Compensatory fine of up to one percent (1%) of the total amount of the Contract;

19.1.3. Suspension from participating in a bidding process and entering into an agreement with the Administration (BACW) for two (2) years; and

19.1.4. Declaration of bad standing to participate in a bidding process and enter into an agreement with the Public Administration (Brazil) for as long as the reasons resulting in the punishment remain and until when it is rehabilitated by the Administration (BACW), which shall be granted provided that the CONTRACTED PARTY compensates the Administration (BACW) for the losses resulting from its violations, provided the suspension time described in the previous sub item has elapsed.



19.2. The penalties provided for will be applied through an administrative proceeding that ensures due process and ample defense, while following the procedure provided for under Law nº 8,666/93 (Brazil), and also Law nº 9.784/99 (Brazil).

19.3. While applying the penalties, BACW shall take into account the seriousness of the violation, the educational character of the penalty as well as the damage that was caused to the administration (BACW) , following the principle of proportionality.

20. CLAUSE – LINKAGE

20.1. This Contract is hereby linked to the Invitation for Bid No. **213937/CABW/2021**, and the Commercial Proposal of the CONTRACTED PARTY, submitted by company ASSOCIATED ENERGY GROUP to the BACW.

21. CLAUSE – TERMINATION

21.1. Pursuant to the provisions of Article 78 of Lei nº 8,666/93 (Brazil), the following are cause for terminating this Contract:

- 21.1.1.** Failure to comply with CONTRACT clauses, specifications, projects and deadlines;
- 21.1.2.** Inappropriate compliance with CONTRACT clauses, specifications, projects and deadlines;
- 21.1.3.** Slowness in its compliance which may lead the CONTRACTING PARTY to find it impossible to complete the services within the established deadlines;
- 21.1.4.** Unjustifiable delay in initiating service;
- 21.1.5.** Stoppage in the service, without cause, and without providing previous notice to the CONTRACTING PARTY;
- 21.1.6.** Subcontracting as a whole or part of the object, association on the part of the CONTRACTED PARTY with a third party, assigning or transferring, as a whole or in part, as well as mergers and acquisitions, is prohibited;
- 21.1.7.** Failure to comply with orders from the authority designated to follow up and supervise the performance of services, or higher authorities;
- 21.1.8.** Repeatedly making errors in the performance of services, duly recorded pursuant to § 1 of Article 67 of Law nº 8,666/93 (Brazil);
- 21.1.9.** Bankruptcy;
- 21.1.10.** Dissolution of company or death of the CONTRACTED PARTY;



- 21.1.11.** Corporate change or alteration of purpose or business of the CONTRACTED PARTY that hinders the performance of the CONTRACT;
- 21.1.12.** Reasons of public interest (Brazil) that are of high importance, broadly publicized, justified and ordered by a higher executive authority with jurisdiction over CONTRACTING PARTY, based on an administrative case referred to in the CONTRACT;
- 21.1.13.** Suspension of service, through a written order of the CONTRACTING PARTY, for more than one hundred twenty (120) days, in the event of a disasters, domestic disturbances or war, or also repeated suspensions that add up to 120 days. In addition to the required payment of indemnification to the CONTRACTED PARTY, it is also entitled in these cases to suspend complying with its obligations until normalcy is achieved;
- 21.1.14.** A delay for more than ninety (90) days in making payments due by the CONTRACTING PARTY, for services, supply and work already received and performed, except in the event of a disasters, domestic disturbances or war. The CONTRACTED PARTY shall be entitled to suspend compliance with its obligations until normalcy is achieved;
- 21.1.15.** Failure of the CONTRACTING PARTY to release the object for the performance of services within the established deadlines;
- 21.1.16.** Acts of God or force majeure that prevents performance of the CONTRACT, which is to be duly demonstrated; and
- 21.1.17.** Violation of the provisions of items V of Article 27 of Law nº 8,666/93 (Brazil), notwithstanding the applicable criminal sanctions.
- 21.2.** Termination will be formally recorded under the law, with the right of due process and ample defense ensured.
- 21.3.** Termination of this CONTRACT may be:
- 21.3.1.** Decided unilaterally and in writing by the CONTRACTING PARTY in the event listed under in items I to XII, XVII, and XVIII of this CLAUSE;
 - 21.3.2.** Agreeable, through an agreement between the parties, entered as an addendum in the process, provided it is convenient to the CONTRACTING PARTY; and
 - 21.3.3.** Judicially, pursuant to applicable legislation.
- 21.4.** The Administrative or agreeable termination shall be preceded by written and well-grounded authorization by the appropriate authority.
- 21.5.** When termination is based on Items XII through XVI of this CLAUSE, without fault of the CONTRACTED PARTY, it shall be entitled to receive payments due for the performance of the



CONTRACT up to the date of termination. Under no circumstances shall CONTRACTED PARTY be entitled to any indirect or consequential damages, including lost profits, due to termination.

21.6. Termination for failure to comply with contractual clauses shall cause warranty to be forfeited to be applied toward compensating the CONTRACTING PARTY for the fines and indemnifications that are due. Any credits arising from the CONTRACT shall be withheld up to the limits of the losses caused to the CONTRACTING PARTY, in addition to the sanctions provided for herein.

21.7. The term of terminations shall include, as appropriate:

21.7.1. Assessment of contract services provided and those that have been fully completed;

21.7.2. List of payments made and payments due; and

21.7.3. Indemnifications and fines.

22. CLAUSE – JURISDICTION AND CHOICE OF LAW

22.1. This Contract shall be construed and interpreted in accordance with the **principles** of Brazilian Law N° 8,666/93, and shall be governed by and enforced in accordance with the laws of the District of Columbia, including the Uniform Commercial Code as adopted in the District of Columbia, without regard to any choice of law or conflict of laws doctrines that might otherwise be applied. The UN Convention on Contracts for the International Sale of Goods shall have no application to this Contract.

22.2. The parties hereto agree to make a diligent, good-faith attempt to amicably resolve all disputes before either party commences litigation pursuant to this Clause 22 of this Contract.

22.3. Any dispute or claim arising out of or relating to this Contract, with a breach thereof, shall be submitted to the District of Columbia Superior Court or the United States District Court for the District of Columbia, to the exclusive jurisdiction of which the parties hereby irrevocably submit.

23. CLAUSE – CORRESPONDENCE AND NOTIFICATION

23.1. All correspondence, reports and notifications arising from the execution of this CONTRACT shall be made in writing and shall only be considered to be received by the CONTRACTING PARTY and the CONTRACTED PARTY, if delivered to the addresses indicated below by one party to the other party or to any other addresses that may be communicated by the PARTIES, throughout the term of this Contract.

CONTRACTING PARTY:



BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON

Attn: Contract Department

Address: 1701 22nd Street NW, Washington, D.C. 20008 - USA

Phone: 202/518-7305

Fax: 202/483-4684

E-mail: chf.dlc.cabw@fab.mil.br

CONTRACTED PARTY:

ASSOCIATED ENERGY GROUP, LLC DBA

Attn: Mr. Jimmy Jara

Address 1: 165 HWY 50, Suite 101, Stateline, Nevada 89449 - USA

Phone: (305) 913-5253 ext: 160 / (305) 206-7150

Fax: (305) 262 6080

E-mail: jjara@aegfuels.com

24. CLAUSE – NUMBER OF THE COPIES

24.1. It is hereby agreed that this CONTRACT shall be issued in two (2) originals, with same content and form, as follows:

24.1.1. (One) original for the CONTRACTING PARTY; and

24.1.2. (One) original for the CONTRACTED PARTY.

24.2. In witness whereof, the parties have executed this CONTRACT in two (2) equal counterparts, of equal content, in the presence of the witnesses subscribed below.




Washington, D.C., January 3rd, 2022.

For the CONTRACTING PARTY:


Roberto Martire Pires, Col
Commanding Officer, BACW

For the CONTRACTED PARTY:

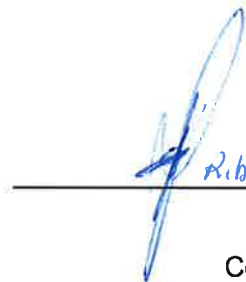

Digitally signed by
M0102157Z JIMMY
EDUARDO JARA (R:
N4007099G)
Date: 2022.02.02 12:30:47
-05'00'

JIMMY JARA

WITNESSES:



Valdinei Fagundes de Souza, Lt Col
Chief of the BACW's Fiscal Division


NAME
Contract Monitor

WITNESSES for the CONTRACTED PARTY:

Stephen T
Leonard

Digitally signed by Stephen T
Leonard
Date: 2022.02.02 12:08:17
-05'00'

NAME: Stephen T Leonard ID n° 577810224



ANNEX A

BASIC PROJECT



MINISTRY OF DEFENSE
AERONAUTICAL COMMAND
AERONAUTICAL LOGISTICS CENTRE

BASIC PROJECT N° 01/SSCB/2021

1. OBJECT

1.1. Acquisition of fuel, Aviation Kerosene type, on demand, to supply aircrafts and equipments of interest to the Aeronautical Command in missions outside the Brazilian territory, according to the conditions, quantities and requirements established in this instrument, and in accordance with the following specifications:

1.1.1. The fuel must comply with both ASTM Specification D 1655 (Standard Specification for Aviation Turbine Fuels) and MIL-DTL-83133 (Turbine Fuel, Aviation, Kerosene Type); and

1.1.2. The fuel, in both specifications, according to the operational need, must be composed of corrosion inhibitors of the MIL-I-25017 and AFQRJOS Standards, and anti-icing of the Def Stan 68-252 Standards, MIL -A-85470(B) and MIL-I-27686.

1.2. The fuel must be supplied Into Plane, with all its logical consequences, such as the detanking services and, when the case of prioritizing flight safety, the disposal of contaminated fuel.

1.3. The contractual period is 12 months, renewable up to 60 months, counted from the signing of the contract.

1.4. The quantities are established in the ANNEX "LIST OF LOCALITIES BY AREA AND QUANTITIES TO BE BIDDED".

1.5. Considering the characteristic of the object of the bidding, the established quantities are estimated, and may, therefore, be changed upwards or downwards, within the limits established by Law, according to the operational needs of COMAER

2. DEFINITIONS

2.1. In order to facilitate the understanding of the terms and simplify the preparation of this document, the following acronyms and expressions have been adopted, with their respective meanings declared alongside, in accordance with the following:

AIR DEFENSE MO (MILITARY ORGANIZATIONS)	COMAER Organizations responsible for the Defense of the Brazilian Airspace
BACW	Brazilian Aeronautical Commission in Washington D.C.
BIDDER	Company participating or interested in participating in the bidding
BP	Basic Project
CELOG	Aeronautical Logistics Center
COMAER	Brazilian Aeronautical Command
COMBLUB	COMAER's Computerized Aviation Fuel Control System
CONTRACTED PARTY	Company that, having been awarded the object of the bidding, is contracted to perform the services
CONTRACTING PARTY	Union (Federative Republic of Brazil), through the Air Force Command, represented by the organization that signs the resulting contracts (BACW, or other, at the discretion of COMAER)
CPA/CE	Acronym in Portuguese for the "Delivery Receipts" or similar document (same as FUEL TICKET)
DETANKING	Operation that consists of removing fuel from the aircraft
EMAER	General Staff of the COMAER
END USER	Carrier authorized by COMAER to use the PURCHASE ORDER – P.O. at the supply point. Usually the aircraft commander or another Officer designated by him
FAB	Brazilian Air Force
FIXED DIFFERENTIAL	Amount charged by the CONTRACTED PARTY to cover the operating costs and expenses of the supply in each bid location
FUEL AGENT	Official designated by the OMO for inspection, coordination and control of activities related to aviation fuels, storage facilities and supply equipment
FUEL TICKET	Receipt of supply issued by the supplier and delivered to the Aircraft Commander. Equivalent to CPA/CE in Brazil

ICA	Aeronautical Command Directive
INTO-PLANE	Supplying fuel directly into the aircraft tank
INVOICE	Information regarding the acquisition of the object for payment purposes, whose currency will be the US Dollar (USD)
MARKET PRICE	Fuel price practiced in the locality, according to the IATA table, according to the definitions of this instrument
OMO	Acronym in Portuguese for “Military Organization Operator”, which are the ones that has the allocation of aviation fuel for consumption in aircraft or equipment
PRODUCT	Aviation Kerosene that meets both ASTM Specification D 1655 (Standard Specification for Aviation Turbine Fuels) and MIL-DTL-83133 (Turbine Fuel, Aviation, Kerosene Type), according to operational need, consisting of corrosion inhibitors of the Standard MIL-I-25017 and AFQRJOS, and anti-icing of the Def Stan Standards 68-252, MIL-A-85470(B) and MIL-I-27686
PURCHASE ORDER – P.O.	Document issued by the CONTRACTED PARTY, in favor of the END USER, used to operationalize and process the supplies at the CONTRACTING PARTY's supply points
RECEIVING COMMISSION (COMREC)	Group of people appointed by the CONTRACTING PARTY to hold responsibility for receiving the object of the contract
SAR	Search and Rescue

3. JUSTIFICATION AND PURPOSE OF CONTRACTING

3.1. Annually, the EMAER edits and establishes the distribution of the FAB's air effort, through specific internal legislation. The purpose of this publication is to plan the air activities for the current year, in accordance with the established parameters relating to the air effort to be carried out and the corresponding fuel allocation. With the perspective of the flight hours to be performed during the year, the planning of the fuel necessary to comply with them begins.

3.2. International missions are triggered untimely and to various destinations, including for the interest of other governmental Organizations, therefore, there is no possibility of forecasting point-to-point design in the medium and long term. However, it is possible to estimate a global demand for contracting, given the average supply in recent years.

3.3. Based on this information and on the recent history of flights abroad, in the period from 2015 to 2020, it is imperative to consider a safety margin, with regard to the quantities tendered, in each of them, otherwise there will be an interruption in the supply of aviation fuel to FAB aircraft and the consequent operational commitment of the Force in its institutional missions provided for in the Brazilian Federal Constitution.

3.4. Having observed the high elasticity of historical demand in each of the locations, especially due to the particularities in carrying out missions abroad, which often prevent prior planning, the dimensioning of the volume to be contracted was carried out considering the history of volumes consumed by location in previous years, thus observing the peculiarity of the demand behavior at each aerodrome.

3.5. The history of volumes consumed annually, by continent, between 2015 and 2020, highlighted the peculiarity of demand behavior in each region

3.6. Subsequently, the estimated volume on each continent was distributed, in a weighted manner, among the aerodromes where there is a history of consumption, by the FAB.

3.7. For this purpose, predictive models and widely used statistical concepts were used in order to reduce the risk of over- or under-dimensioning, the latter being a high-risk representation for the fulfillment of the Brazilian Air Force's mission.

3.8. Among the models used are the smoothed exponential prevision and the arithmetic average, which can be adjusted by the standard deviation, which, in turn, represents the degree of variation between observations.

3.9. On occasions with a shortage of historical data to forecast demand (and only in these scenarios), there was a need for prediction based on the highest demand observed in the location, between the years 2015 to 2020.

3.10. Information about the quantities demanded by locations, grouped into AREAS, can be found in the ANNEX "LIST OF LOCATIONS BY AREA AND QUANTITIES TO BE BIDDED" of this Basic Project, and the proposal's dimensioning based on the annual consumption by location in the years of 2015 to 2020 can be found in the ANNEX "PROPOSAL SUBMISSION TEMPLATE".

4. SOLUTION DESCRIPTION

4.1. Considering the expected acquisition of aviation fuel in 163 (one hundred and sixty-three) airports in the world and the operating characteristics of the FAB, it is necessary that the fuel is available 24 hours a day, 7 days a week, and 365 days a year, so there will be no operating restrictions.

4.2. The purchasing of the material at the location through a distributor or representative is the most suitable way for both the FAB and for companies that already have infrastructure and trained personnel to comply with the local demand.

4.3. Therefore, the description of the solution as a whole is the contracting of a company for the acquisition on demand of Aviation Kerosene (QAV-1), with the option of anti-icing additives with or without anti-corrosive, with a contractual period of 12 months, extendable up to 60 months.

4.4. SUPPLY FROM AERODROMES WITHOUT CONTRACT COVERAGE

4.4.1. If urgent refueling is necessary for the Brazilian Air Force in places that do not have regular partial or total refueling contractual support, the Organization responsible for the mission must request assistance from BACW, which, in turn, will obtain a budget from the contracted companies in this process (among those that have the capacity to operate in the location in question), for that particular service.

4.4.2. The cost of supplying the operation will be subject to a prior budget sent by the CONTRACTED PARTY, based on the estimated number of liters to be consumed in the given location.

4.4.3. In order to comply with the necessary administrative procedures, it is recommended that the supply request be made, with the BACW contract inspector, at least 96 hours (ninety-six hours) prior to the mission.

4.4.3.1. This request must be formally made, with a description of the mission and other pertinent information, when feasible.

4.4.4. The contracting of the supply will be attributed to the CONTRACTED PARTY that presents the smallest total amount of valid budget.

5. DELIVERY AND OBJECT ACCEPTANCE CRITERIA

5.1. The CONTRACTED PARTY shall maintain a quantity of personnel and refueling equipment with full operational capacity, compatible with local needs, in order to prevent the delivery of PRODUCTS causing delays, lags, interruptions or cancellations of missions, as well as any impediment to the full fulfillment of its constitutional mission.

5.1.1. It is understood that the satisfactory service shall be according to the international practice "first come, first served" (that is, the aircraft are supplied in order of arrival).

5.2. To carry out the delivery of the PRODUCTS, the CONTRACTED PARTY shall use properly qualified and trained personnel in aircraft refueling operations and in other activities inherent to an aviation fuel depot, such as: receiving products, operating tanks, valves, pumps, filters, hydrants line and other equipment.

5.3. The CONTRACTED PARTY may eventually supply, and with prior authorization from the CONTRACTING PARTY, aircraft from the Brazilian Navy, the Brazilian Army, friendly nations and those relating to agreements with other Ministries, Commands and public or private entities

5.4. Wherever there is support from the FAB in an Air Defense or Search and Rescue mission, headquartered or deployed abroad, of a permanent or temporary nature, the products will be delivered during the entire period in which the Alert mode is activated.

5.5. The goods will be provisionally received, at the time of refueling, when the Agents appointed by the Public Administration, CONTRACTING PARTY, will monitor the refueling and sign the Fuel Ticket (or Delivery Receipts – CPA/CE).

- 5.5.1. The Administration will reject, in whole or in part, the delivery of the goods (supply) in disagreement with the required technical specifications.
- 5.6. Immediately thereafter, the CONTRACTED PARTY shall send a digital file to the CONTRACTING PARTY, containing the INVOICE, to which the Fuel Ticket information must be linked, for the purpose of definitive receipt and subsequent payment process.
- 5.7. The goods will be definitively received within 15 (fifteen) days from the date of receipt of the aforementioned digital file.
- 5.7.1. The definitive receipt will be communicated to the company after the check of the consistency of the data contained in the digital file
- 5.8. The provisory or definitive receipt of the object does not exclude the CONTRACTED PARTY's liability for damages resulting from the incorrect performance of the contract.
- 5.9. The INVOICE delivered must contain, necessarily, the calculation memory for the formation of the price practiced in the respective location, with its due decomposition, as described in the item "PRICES AND REFERENTIAL PRICES ESTIMATE" of this Basic Project.

6. TECHNICAL QUALIFICATION

- 6.1. The BIDDER must present documentation proving that it has authorization for the distribution and/or resale of Aviation Kerosene.
- 6.2. The BIDDER must prove that the offered Aviation Kerosene, object of this Basic Project, meets the following specifications, which will be required:
- 6.2.1. ASTM D 1655 (Standard Specification for Aviation Turbine Fuels); and
- 6.2.2. MIL-DTL-83133 E.
- 6.2.2.1. Both types, according to the operational need, must be composed of corrosion inhibitors from the MIL-I-25017 and AFQRJOS Standards, and anti-icing from the Def Stan 68-252 Standards, MIL-A-85470 (B) and MIL-I-27686.
- 6.3. The BIDDER must present certification, issued by third parties, qualified to do so, in compliance with International Standards JIG 1 (Issue 11- Aviation Fuel Quality Control & Operating Standards For Into Plane Fueling Services), and North American Standard ATA Specification 103 (Standard for Jet Fuel Quality Control Airports).
- 6.4. The BIDDER must present the certificates UNE-EN ISO 9001:2015 (Quality Management) and UNE-EM ISO 14001:2015 (Environmental Management).

7. CONTRACT MANAGEMENT MODEL AND MEASUREMENT CRITERIA

- 7.1. The supply of the PRODUCT will be in installments, according to the CONTRACTING PARTY's supply demand, in order to maintain the availability of FAB flights abroad, and will last for the duration of the Contract Term arising from this bidding process.

7.2. The PRODUCTS will be supplied by the CONTRACTED PARTY, within the terms and quantities required by the CONTRACTING PARTY, to meet its consumption, in the places and times that meet its operational needs, in the “Into-plane” modality, delivered directly in the aircraft tanks, through equipment suitable for the operation.

7.2.1. The supply will be made by prior request, and the CONTRACTED PARTY is obliged to ensure the continuous flow of supplies, when occur the landings of the CONTRACTING PARTY's aircrafts.

7.3. In “Into-plane” supplies, the CONTRACTED PARTY will be obliged to ensure the quality of the PRODUCTS, as recommended in issued standards, proven by the following test, provided by the CONTRACTED PARTY: water detection, to determine the presence, in aviation kerosene, of minimal residual water in suspension, whenever requested.

7.3.1. The test will be carried out in a detector capsule of the "Shell Water Detector" or similar type, in which a water level of at most 30 ppm (parts per million) will be accepted.

7.4. In any of the modalities, for each supply of Aviation Kerosene, a CE/CPA – Fuel Ticket will be issued, which will include the signature of the FAB Officer or designated Agent.

7.4.1. The Delivery Receipt (CE) – “Fuel Ticket”, must contain at least the following information: identification of the supply point (ICAO – Airport Identifier); supply authorization reference; aircraft identification number; supply date (month/day/year); product supplied; and quantity supplied (with clear identification of the unit of measure).

7.4.2. The Delivery Receipt (CE) – “Fuel Ticket” must be signed by the aircraft commander, or Officer designated by him, and the 2nd copy will be forwarded to the supervision of the contract.

7.5. All supplies must be accompanied by an FAB Officer or by an Administration Agent designated as the CONTRACTING PARTY's Representative, who will verify that the precepts of current legislation on the subject are being met.

8. CRITERIA FOR PROPOSAL SIZING

8.1. Due to the peculiarity of the Object, supply prices suffer market variations, as a result of prices at refineries, local taxes levied along the sales chain, operating costs and expenses of each company and distribution and resale margins, and even according to the particularities of each country.

8.2. The international market, according to information available on the IATA website <<https://www.iata.org/en/publications/economics/fuel-monitor/>> (accessed on July 5, 2021, at 11 am) continues to monitor the price of aviation fuel charged to dealers, by continents, as shown in the table below:

Fuel Price Analysis

The jet fuel price ended last week up 1.2% at \$80.5/bbl:

2 July 2021	Share in World Index	cts/gal	\$/bbl	\$/mt	Index Value 2000 = 100	vs. 1 week ago	vs. 1 month ago	vs. 1 yr ago
Jet Fuel Price	100%	191.74	80.53	635.93	220.14	1.2%	5.4%	79.9%
Asia & Oceania	22%	186.04	78.14	617.29	223.26	0.1%	4.3%	80.1%
Europe & CIS	28%	190.72	80.10	632.00	215.82	0.8%	5.4%	79.3%
Middle East & Africa	7%	185.55	77.93	615.33	232.72	0.5%	5.4%	88.1%
North America	39%	196.04	82.33	650.44	218.89	2.1%	5.9%	78.6%
Latin & Central America	4%	199.26	83.69	661.15	231.83	2.4%	6.8%	83.3%

Table 1 – Analysis of jet fuel prices by continents. Source:

<https://www.iata.org/en/publications/economics/fuel-monitor/> (access on July 5, 2021, 11 am).

8.3. Thus, for each supply, the CONTRACTED PARTY must prove the use of this source of consultation (IATA) in obtaining the MARKET PRICE, since this reference will be used for the execution of the Contract.

8.4. From the foregoing, in this process, the final price will be differentiated by each LITER of the product, **in each location**, adding up the installments according to the table below:

Gross Liter Price						
(FINAL PRICE)	=	MARKET PRICE	+	AIRPORT TAXES & FEES	+	FIXED DIFFERENTIAL
USD /L		USD/L		USD/L		USD/L

Table 2 – Composition of the price of Aviation Kerosene, **per liter**, for this contract.

8.4.1. The BIDDER must pay attention to the need to convert units of measure: the IATA table presents prices per GALLON, but the proposal must present the price of the LITER, which will be the unit of measure used in the CONTRACT.

8.5. The price to be paid by the Administration (FINAL PRICE), and included in the INVOICE, should be approximated to the second decimal place.

8.6. The definition of each component and the calculations used are presented in the item “Cost Assessment” of this BP.

8.7. The formation of the price composed of fixed installments aims to maintain the economic advantage throughout the contract execution, reflecting the market price at the contracted location.

8.8. The future CONTRACT may suffer additions or subtractions in the estimated quantities and values. However, any additions may not exceed 25% of the initially contracted amount.

8.9. Given the characteristics of the object, supplies will comply with COMAER's demands. Therefore, **the amounts to be contracted are consumption estimates, not translating into an obligation on the part of the CONTRACTING PARTY.**

8.10. The proposal submitted by the BIDDER must be valid for at least **90 (ninety) days.**

9. JUDGMENT BY LOWER UNIT PRICE

9.1. The values practiced by oil producers and importers vary periodically and differently in each region of the world. Thus, the present acquisition must be subject to acquisition and payment conditions similar to those of the private sector.

9.2. The BIDDER with the lowest unit price will be declared the winner for each item.

9.3. The BIDDERS must submit their proposal by completing the following fields:

9.3.1. **MARKET PRICE:** Value, in liters, practiced in the locality, **on the date defined by CABW for the evaluation of the proposals.** The source of consultation is the IATA website, a reference that will be used to compare information for future execution of the Contract.

9.3.2. **LOCAL FEES AND TAXES:** Values relating exclusively to the **supply activity** by location, on the effective date of supply, considering the particularity, in each country, as to possible exemptions due to the status of "Diplomatic" missions of the aircraft and equipment of the FAB.

9.3.3. **FIXED DIFFERENTIAL,** by place of supply, to cover the operating costs and expenses of the supply.

9.3.3.1. The proposed values of the Fixed Differential will include all operating costs, social security, labor, tax, commercial and any other charges that indirectly affect the supply of the goods.

10. PRICE AND REFERENTIAL PRICES ESTIMATE

10.1. The estimated amount to be paid by the CONTRACTING PARTY to the CONTRACTED PARTY, for the OBJECT of this BP, during the contractual period, according to the CONTRACTING PARTY's demand, will be the price compatible with that practiced in the market, according to the price survey contained in ANNEX A and estimated in USD per year.

10.2. The composition of the PRODUCTS prices must demonstrate the MARKET PRICE value practiced and the value of taxes and fees that make up the price.

10.3. The value of the Fixed Differential represents the CONTRACTED PARTY's operating costs and expenses, which, as they are included in that amount, cannot claim from the CONTRACTING PARTY any other amounts, in any capacity, notably referring to the:

- a) manpower;
- b) labor, tax and social security charges; and
- c) subcontracting, if applicable.

10.4. The price per liter of Aviation Kerosene will be calculated as follows:

10.4.1. **MARKET PRICE:** The value to be used will be the effective day of supply, depending on the location, and according to the information on the IATA website.

- a) It will be necessary to convert gallons to liters, in order to meet the measurement requested in this BP.

10.4.2. **LOCAL FEES AND TAXES:** Values relating exclusively to the supply activity by location, on the effective date of supply, considering the particularity, in each country, as to possible exemptions due to the status of “Diplomatic” missions of the aircraft and equipment of the FAB.

10.4.3. **FIXED DIFFERENTIAL:** Amount charged by the **CONTRACTED PARTY** to cover the operating costs and expenses of the supply in each bid location.

10.4.4. **GROSS LITER PRICE (GLP) (FINAL PRICE):** It is the price of a LITER of aviation kerosene, calculated by adding the following values: **MARKET PRICE + LOCAL TAXES AND TAXES + FIXED DIFFERENTIAL.**

11. PAYMENT

11.1. The deadline for payment shall be within thirty (30) calendar days, counted from the date of receipt of the **INVOICE** at **BACW**, and will be considered fulfilled on the date of issuance of the Bank Transfer Order.

11.2. The **INVOICE** value will contain the **GROSS LITER PRICE (FINAL PRICE)**, which will be formed by the **MARKET PRICE + LOCAL TAXES AND FEES + FIXED DIFFERENTIAL**, with the quantity actually supplied of the product (L), and presented in detail.

12. FIXED DIFFERENTIAL PRICE VARIATION

12.1. The contracted price may be adjusted annually in its fixed part (Fixed Differential), subject to the minimum period of one year, counted from the deadline for submission of the proposal, by the variation of the Inflation Index applied in the North American economy, through of the “Consumer Price Index (CPI)”, available on the “US BUREAU OF LABOR STATISTICS”, URL<<https://www.bls.gov/>>.

12.2. The values of the “Fixed Differential”, which represents the service provided by the **CONTRACTED PARTY** in each location, will be readjusted upwards or downwards, according to the variation of the Consumer Price Index (CPI), based on the following formula, being prohibited the periodicity of readjustment less than one year:

$$R = \frac{V \times (CPI - CPI_0)}{CPI_0}$$

CPI₀

Being:

R = readjustment value of the “Fixed Differential”;

V = value of the “Fixed Differential” to be readjusted;

CPI = index related to the adjustment date; and

CPI₀ = index in force on the date of the CONTRACTED PARTY's Price Offer.

12.3. The first adjustment must take place after the expiration of one (1) year from the deadline for the submission of the price proposal.

12.4. Subsequent readjustments must occur after the period of one (1) year of the previous readjustment, and the Consumer Price Index (CPI) will correspond to the index in force on the date of the financial effects of the last readjustment granted or precluded.

12.5. The readjustment must be preceded by a formal request by the CONTRACTED PARTY (with the indication that the readjustment reflects the effective variation in the costs of production inputs) and a statement by the supervision of the contract that the readjusted prices are in accordance with those practiced in the market and remain advantageous to the Administration.

13. VALUE AND ADJUSTMENT OF THE VARIABLE INSTALLMENTS AND THEIR EVIDENCE

13.1. The values of the variable installments (MARKET PRICE and LOCAL TAXES AND FEES) must be proven at each INVOICE, and must be included as an observation in them.

13.1.1. The corresponding payment will only be processed after the verification of the documentation received regarding its components.

13.2. The prices paid through the contractual instrument must be adjusted upwards or downwards, with the same variation of cents of the bid price in relation to the MARKET PRICE, during the execution of the CONTRACT, according to information on the IATA website.

13.3. The proof of the variation in the value of these installments will be given as follows:

13.3.1. MARKET PRICE: The value to be used will be that of the effective day of supply, according to the MARKET PRICE table of the location, using the table available on the IATA website, duly converted into liters.

13.3.2. LOCAL TAXES AND FEES: Values related exclusively to the supply activity by supply location. In view of the peculiar characteristics of this contract, fuel prices may vary outside the control of the CONTRACTING and CONTRACTED PARTIES. Therefore, variations should affect the price as follows:

- a) Prices paid throughout the CONTRACT must be adjusted through increases or decreases, to reflect price changes including cents. The value will be the one practiced on the supply date during the implementation of the CONTRACT; and
- b) The variations observed will be applied to the value contemplated by the proposal on the day of the market price variation, according to the publication; and provided that the CONTRACTED PARTY notifies the CONTRACTING PARTY within 15 days after the price variation in the locality, attaching proof.

14. FINANCIAL GUARANTEE

14.1. Considering the estimated and on-demand nature of the contract herein intended, and its subjection to local peculiarities, according to art. 123 of Brazilian Federal Law n° 8,666/93, no financial guarantee will be required from contracted companies.

15. CONTRACTING PARTY'S OBLIGATIONS

15.1. Are obligations of the CONTRACTING PARTY:

15.1.1. Receive the Object within the term and conditions established in the Invitation for Bid and its annexes;

15.1.2. Thoroughly verify, within the established period, the conformity of the goods provisionally received with the specifications contained in the Invitation for Bid and the proposal, for the purpose of acceptance and definitive receipt;

15.1.3. Communicate to the CONTRACTED PARTY, in writing, about imperfections, failures or irregularities found in the object provided, so that it can be replaced, repaired or corrected;

15.1.4. Monitor and supervise the fulfillment of the CONTRACTED PARTY's obligations, through a specially designated commission/server;

15.1.5. Perform the payments to the CONTRACTOR in the amount corresponding to the supply of the object, within the term and in the manner established in this BP;

15.1.6. Inform your supply needs abroad, through the Air Unit responsible for the mission, at least 48 hours in advance of the mission; and

15.1.7. Inform the Contract Supervisor about the request for supply abroad.

15.2. The Administration will not be liable for any commitments assumed by the CONTRACTED PARTY with third parties, even if linked to the execution of this Instrument, as well as for any damage caused to third parties as a result of an act of the CONTRACTED PARTY, its employees, agents or subordinates.

16. CONTRACTED PARTY'S OBLIGATIONS

16.1. The CONTRACTED PARTY must comply with all the obligations contained in the Invitation for Bid and its annexes, and also in the CONTRACTED PARTY'S proposal,

assuming exclusively the risks and expenses arising from the perfect and sound execution of the object, and also:

16.1.1. Deliver the object in perfect condition, according to the specifications, deadline and location contained in the Basic Project and its annexes, accompanied by the respective FUEL TICKET (Delivery Certificate - CE);

16.1.1.1. In addition to the above, for the purpose of definitive receipt and subsequent payment process, the CONTRACTED PARTY must send, in a timely manner, a digital file to the CONTRACTING PARTY, containing the INVOICE, to which the Fuel Ticket information must be linked;

16.1.2. Be responsible for defects and damages arising from the Object, regardless of the existence of fault, and for the repair of damages caused to consumers by defects arising from design, manufacturing, formulas, handling, presentation or packaging of its products, as well as for insufficient information or inadequate information about its use and risks;

16.1.3. Replace, repair or correct, at its own expense, within the period established in this Basic Project, the PRODUCT with malfunctions or defects;

16.1.4. Communicate to the CONTRACTING PARTY, within a maximum period of twenty-four (24) hours prior to the delivery date, the reasons that make it impossible to comply with the deadline, with due proof;

16.1.5. Maintain, throughout the execution of the contract, in compatibility with the assumed obligations, all the habilitation and qualification conditions required in the bidding process;

16.1.6. Indicate a representative to act during the execution of the contract;

16.1.6.1. The CONTRACTED PARTY must provide a point of contact available 24 hours a day, 7 days a week, 365 days a year;

16.1.7. Provide the PRODUCT to be supplied "Into-plane", in exceptional and emergency situations, which will be requested in at least twenty-four (24) hours, regardless of any prior request, with the CONTRACTED PARTY being obliged to ensure the continuous flow of supplies, when the CONTRACTING PARTY's aircraft lands;

16.1.8. Communicate to the CONTRACTING PARTY, within a maximum period of twenty-four (24) hours prior to the delivery date, the reasons that make it impossible to comply with the deadline, with due proof;

16.1.9. Promptly comply with any requirements of the Administration, inherent to the Object of this Basic Project;

16.1.10. Do not transfer to third parties, in any way, not even partially, the assumed obligations, nor subcontract any of the services to which it is obligated, except in the cases provided for in this Basic Project;

16.1.11. Provide any clarification or information requested by the CONTRACTING PARTY or its agents, guaranteeing them access, at any time, to the place of work, as well as to the documents relating to the execution of the project;

16.1.12. Paralyze, as determined by the CONTRACTING PARTY, any activity that is not being performed in accordance with good technique or that endangers the safety of people or third-party goods;

16.1.13. Promote the technical and administrative organization of services, in order to conduct them effectively and efficiently, in accordance with the documents and specifications that integrate this Basic Project, within the specified period;

16.1.14. Conduct the work in strict compliance with the rules of the pertinent legislation;

16.1.15. Keep confidential all information obtained as a result of the performance of the contract;

16.1.16. Bear the burden arising from any misunderstanding in the dimensioning of your proposal, complementing them, to comply with the Object of the bidding;

16.1.17. To be absolutely able to supply, under the conditions, specifications, quantities and deadlines established, all PRODUCTS related to the OBJECT, as well as to present the Quality Control Certificates of the producing refinery attesting to the quality of the PRODUCT supplied, whenever requested by the CONTRACTING PARTY;

16.1.17.1. The certificate of the previous sub-item must certify that the product meets the requirements provided for in the regulatory standards;

16.1.18. Promote the execution of the supply plans and programs requested by the CONTRACTING PARTY, with qualified personnel and equipment within the quality and safety standards required for the activity;

16.1.19. Establish a system that allows the maintenance of prompt operations at the aircraft refueling location;

16.1.20. Maintain the security of supplies, strictly complying with current rules and those established by the CONTRACTING PARTY, the CONTRACTED PARTY, or the aircraft manufacturers;

16.1.21. Be fully responsible, including to third parties, in cases of claims, indemnities, losses and damages arising from supplies of PRODUCTS out of specification, undue transport, storage and replenishment operations, or any other damage caused to public property or third parties, not suppressing or reducing this responsibility in face of the activity of the Supervision;

16.1.22. Keep all its records updated, in order to allow the CONTRACTING PARTY, at its discretion, to ascertain the faithful fulfillment of the contractual instrument;

16.1.23. Prohibit the disclosure and/or provision of data and information regarding services contracted and considered confidential to unauthorized personnel, such as: volume and type of fuel and/or lubricant consumed in any period, tank capacity, existing facilities and their status, planned maneuvers, exercises and displacements,

concentration of combat aircraft, weapons, ammunition, organizational routine and technical training and any and all information that may have military utility;

16.1.23.1. The signing of the Contract comprises a Confidentiality Agreement for the information arising from it;

16.1.24. Issue the respective FUEL TICKET – Delivery Receipt (CE/CPA), whose issue date must be prior to the issue date of its respective INVOICE, as receipt of any delivery of PRODUCTS to the CONTRACTING PARTY, without amendments and/or erasures, delivering the first copy to the Aircraft Commander of the CONTRACTING PARTY;

16.1.25. Study the possibility, in coordination and in synergy with the CONTRACTING PARTY, of implementing the systematic of sending and receiving the FUEL TICKET – Delivery Receipt (CE/CPA) adopting electronic and information technology means, maintaining good practices management;

16.1.26. Bear all expenses related to insurance necessary to protect its personnel and property, or legal requirement that may arise during the execution of the Object of this BP;

16.1.27. Be responsible for compensation for damages caused to the CONTRACTING PARTY's assets, third parties or the environment, due to the misuse of materials or equipment operated by its personnel;

16.1.28. Whenever requested by the CONTRACTING PARTY, the CONTRACTED PARTY shall present a report attesting to the quality of the PRODUCT delivered;

16.1.29. In case of suspected supply with adulterated fuel, the CONTRACTING PARTY may request a qualitative analysis of the PRODUCT supplied by the CONTRACTED PARTY;

16.1.29.1. In this case, tests may be required by the CONTRACTING PARTY in specialized laboratories that do not belong to the CONTRACTED PARTY, and which will be indemnified by the CONTRACTED PARTY; and

16.1.29.2. Failure to present the report may lead to the opening of an administrative proceeding, in order to verify the application of a penalty for non-compliance of a contractual clause.

16.1.30. 16.1.30. Provide for the detanking, storage, and, when necessary, the disposal of unusable aviation fuel from the CONTRACTING PARTY's aircraft, when requested, in response to a technical or operational need;

16.1.30.1. Detanked fuel, provided it is not contaminated, should preferably be used in the refueling of aircrafts belonging to the same OMO;

16.1.30.2. There will be no limit for carrying out the detanking, storage and disposal service referred to in the previous sub-item; and

16.1.30.3. The remuneration of the detanking service per LITER is established, according to the commercialized value of the fixed differential of the location, defined as the provision of Service in the form of "Detanking Operation".

16.1.30.4. The Detanking Operation includes in a single charge the detanking of the product and its subsequent return (which occurs in most cases).

16.1.31. Program a strict control of invoices returned by the CONTRACTING PARTY in case of inaccuracies;

16.1.31.1. In these cases, the invoice returned to the CONTRACTOR must record the number of the replaced invoice in its body.

16.1.32. Communicate to the CONTRACTING PARTY, immediately, the occurrence of any and all incidents, such as spillage and/or leakage of PRODUCT, fire, explosion, environmental contamination, serious or fatal personal injuries, or damage to the CONTRACTING PARTY's image and property;

16.1.33. Supply aviation fuel, in the case of direct supply to aircraft, only through measuring equipment subject to metrological verification control;

16.1.34. Also assume responsibility for all the measures and obligations established in the specific legislation on occupational accidents, when, in the event of the kind, its employees are victims during the supply of fuel or in connection with it, even if it occurs in dependence on the Air Force Command (interior of FAB equipments and aircrafts);

16.1.35. Assume all charges of possible labor, civil or criminal claim, related to this contract, originally or linked by prevention, connection or contingency; and

16.1.36. Identify, on each supplying tank truck, tank or other suitable container for storage and transport, in a prominent, visible and easy to identify form for the consumer and operator, the type of jet fuel sold.

17. SUBCONTRACTING

17.1. Subcontracting applies exclusively to transport, logistics and fuel supply, as well as any ancillary services, necessary for the faithful fulfillment of the obligations defined in this Basic Project.

17.2. In any event of subcontracting, the CONTRACTED PARTY remains fully responsible for the perfect performance of the contract, as well as for standardization, compatibility, centralized management and the quality of subcontracting, being responsible for supervising and coordinating the activities of the subcontractor, as well as responding before the CONTRACTING PARTY for strict compliance with the contractual obligations corresponding to the object of subcontracting.

17.3. A subcontratação aplica-se exclusivamente ao transporte, à logística e ao fornecimento de combustível, bem como a eventuais serviços acessórios, necessários ao fiel cumprimento das obrigações definidas neste Projeto Básico.

18. SUBJECTIVE MODIFICATION

18.1. The merger, split or incorporation of the CONTRACTED PARTY with/into another legal entity is admissible, provided that all the qualification requirements demanded in the

original bid are observed by the new legal entity; that the other clauses and conditions of the contract are maintained; that there is no prejudice to the execution of the agreed object; and that there is the express consent of the Administration to the continuity of the contract.

19. EXECUTION CONTROL

19.1. The execution of the object will start from the signing of the Contract.

19.2. The contractual period is twelve (12) months, extendable up to sixty (60) months, counted from the date of its signature.

19.3. A representative will be appointed to monitor and inspect the delivery of the goods, noting in a proper record all occurrences related to the execution and determining what is necessary to regularize observed failures or defects, being allowed the hiring of third parties to assist and subsidize him of information pertinent to that assignment.

19.4. The supervision and monitoring dealt with in this item does not exclude or reduce the CONTRACTED PARTY's liability, including to third parties, for any irregularity, even if resulting from technical imperfections or redhibitory vices, and, in the event of this, it does not imply co-responsibility of the Administration or of its agents.

19.5. The Administration representative will note in its own record all occurrences related to the performance of the Contract, indicating the day, month and year, as well as the names of any employees involved, determining what is necessary to regularize the failures or defects observed and forwarding the notes to the competent authority for the appropriate measures.

20. VIOLATIONS AND ADMINISTRATIVE SANCTIONS

20.1. Commits administrative infractions the CONTRACTED PARTY that:

20.1.1. Fail to perform, in whole or in part, any of the obligations assumed as a result of the contract;

20.1.2. Delay the object's execution;

20.1.3. Fail or defraud the performance of the contract;

20.1.4. Behaving in a disreputable way; and

20.1.5. Committing tax fraud.

20.2. For total or partial non-performance of the object of this contract, the Administration may apply the following sanctions to the CONTRACTED PARTY:

20.2.1. Warning, for slight faults, understood as those that do not cause significant damage to the CONTRACTING PARTY;

20.2.2. Late payment fine of 0.1% (one tenth percent) per day of unjustified delay on the value of the defaulted installment, up to a limit of 30 (thirty) days;

20.2.3. Compensatory fine of 10% (ten percent) on the total value of the contract, in the event of total non-performance of the object;

20.2.4. In case of partial non-performance, the compensatory fine, in the same percentage as the sub-item above, will be applied proportionally to the defaulted obligation;

20.2.5. Suspension of bidding and impediment to contract with the agency, entity or administrative unit through which the Brazilian Public Administration operates and acts specifically, for a period of up to two years;

20.2.6. Impediment from bidding and contracting with agencies and entities of the Brazilian Government with the consequent disqualification from the SICAF (a registry for companies operating in Brazil) for a period of up to five years;

20.2.6.1. The Sanction of impediment to bid and contract provided for in this sub-item is also applicable in any of the cases provided for as an administrative infraction in sub-item 20.1 of this Basic Project.

20.2.7. Declaration of inability to bid or contract with the Brazilian Public Administration, while the 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 damage caused.

20.3. The sanctions provided for in sub-items 20.2.1, 20.2.5, 20.2.6 and 20.2.7 may be applied to the CONTRACTED PARTY together with the fine, deducting it from the payments to be made.

20.4. In missions of the Presidency of the Republic, Vice-Presidency of the Republic, Air Defense Alert missions, Aeromedical Service and SAR missions, in supply delays exceeding sixty (60) minutes after the request, the CONTRACTING PARTY's Aircraft Commander may carry out the supply at another local supply company, and the costs of this supply will be paid by the CONTRACTED PARTY.

20.5. Are also subject to penalties for impeding bidding and contracting with agencies and entities of the Brazilian Government the companies or professionals that:

20.5.1. Have suffered definitive conviction for practicing, through fraudulent means, tax fraud in the collection of any taxes;

20.5.2. Have committed illegal acts aimed at frustrating the objectives of the bidding; and

20.5.3. Demonstrate that they are not competent to contract with the Administration due to unlawful acts.

20.6. The application of any of the penalties provided for will be carried out in an administrative process that will ensure the contradictory and full defense to the CONTRACTED PARTY.

20.7. 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 Brazilian Government, or, when applicable, will be registered in the Active Debt and collected in court.

20.7.1. If the CONTRACTING PARTY determines, the fine must be collected within a maximum period of 15 (fifteen) days from the date of receipt of the communication sent by the competent authority.

20.8. If the amount of the fine is not sufficient to cover the damage caused by the conduct of the bidder, the Brazilian Government may collect the remaining amount in court, as additional indemnity, if it proves greater damage, and may also demand the termination of the Contract, with the applicable losses and damages.

20.9. The competent authority, in applying the sanctions, will take into account the seriousness of the offender's conduct, the educational character of the penalty, as well as the damage caused to the Administration, observing the principle of proportionality.

20.10. If, during the penalty application process, there is evidence of an administrative infraction, such as an act harmful to the national or foreign Public Administration, copies of the administrative process necessary to determine the company's liability must be sent to the competent authority, with reasoned order, for knowledge and decision on the possible initiation of a preliminary investigation or Administrative Irregularity Investigation Proceeding (AIIP).

20.11. The investigation and judgment of other administrative infractions not considered as an act harmful to the national or foreign Public Administration will follow its normal rite in the administrative unit.

20.12. 20.12. The processing of the AIIP does not interfere with the regular follow-up of specific administrative processes to determine the occurrence of damages and losses to the Brazilian Federal Public Administration resulting from a harmful act committed by a legal entity, with or without the participation of a public agent.

21. BUDGETARY ALLOCATION

21.1. The expense associated with the Contract will be carried out through resources allocated from the Country's General Budget within this organization, in Action 2868 – Aviation Fuels and Lubricants, Expenditure Item 33.90.30.

21.2. Eventually, in case of urgent need, resources from other sources, compatible with the object of the Contract, may be used, according to the budgetary availability of the CONTRACTING PARTY.

22. ANNEXES:

22.1. ANNEX A: List of localities by area and quantities to be bidded

22.2. ANEXO B: Market research

22.3. ANEXO C: Proposal submission template

São Paulo, September 28th, 2021.

Made by:

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Reviewed by:

LEANDRO LUIZ DA SILVA VELOSO Lt Col
Head of CELOG's Contractual Risk Advisory

PLÍNIO DA SILVA BECKER Col
Head of CELOG's Coordination and Control Division

I approve this Basic Project, as it contains all the elements necessary to achieve the Brazilian Public Administration's objective of acquiring Aviation Kerosene in order to meet the demand of the entire Brazilian Air Force in missions abroad.

Brig RODRIGO FERNANDES SANTOS
CELOG's Expenses Supervisor

ANNEX A: List of localities by area and quantities to be bidded

Delivery Location (ICAO)	Area	Quantity (LITERS)
SCCI	Area 1	890.295
MTPP	Area 1	279.045
SCEL	Area 1	163.680
SVMI	Area 1	106.163
TTPP	Area 1	98.403
SPJC	Area 1	91.047
MPTO	Area 1	72.538
SABE	Area 1	70.071
MMUN	Area 1	61.273
SGAS	Area 1	61.057
SUMU	Area 1	60.006
SAWH	Area 1	56.530
SKBO	Area 1	55.959
MMM	Area 1	49.266
MROC	Area 1	46.216
MPPA	Area 1	41.163
SEQM	Area 1	40.206
MGGT	Area 1	39.677
SKRG	Area 1	38.838
MMPR	Area 1	38.564
MMTG	Area 1	30.664
SPIM	Area 1	29.183
SAME	Area 1	27.887
SLVR	Area 1	19.375
SYCJ	Area 1	17.785
SKCG	Area 1	16.624
SGES	Area 1	15.404
SAAV	Area 1	15.320
SAZM	Area 1	13.127
SCIE	Area 1	12.284
SAVT	Area 1	11.584
SACO	Area 1	11.281
MSLP	Area 1	10.233
SAAP	Area 1	9.190
SLCB	Area 1	8.113
SOCA	Area 1	7.457
SMJP	Area 1	6.129

Delivery Location (ICAO)	Area	Quantity (LITERS)
MHTG	Area 1	5.641
SKVV	Area 1	5.501
SKAP	Area 1	5.301
SAZB	Area 1	4.721
SAZS	Area 1	4.465
SAVC	Area 1	4.193
SULS	Area 1	3.281
SLLP	Area 1	2.974
KADW	Area 2	94.218
KHST	Area 2	74.155
KJFK	Area 2	60.197
KMCF	Area 2	48.611
KFLL	Area 2	45.369
KSBD	Area 2	45.341
KBFI	Area 2	33.529
KSFO	Area 2	27.455
KMIA	Area 2	20.009
KJAX	Area 2	19.782
MDSD	Area 2	18.385
KISP	Area 2	17.889
KPBI	Area 2	16.429
KDFW	Area 2	15.926
PANC	Area 2	27.530
KLSV	Area 2	11.533
KRIV	Area 2	11.207
TBPB	Area 2	10.070
TJSJ	Area 2	9.510
KAEX	Area 2	9.339
CYOW	Area 2	4.790
TNCC	Area 2	4.212
KSKF	Area 2	2.268
KBOS	Area 2	2.029
GCLP	Area 3	416.107
LPPT	Area 3	231.450
LKPR	Area 3	79.510
LGAV	Area 3	75.641
TFFF	Area 3	61.909
EDDH	Area 3	51.712
LIRA	Area 3	44.558
EPWA	Area 3	42.287

Delivery Location (ICAO)	Area	Quantity (LITERS)
FHAW	Area 3	39.022
LEVC	Area 3	38.435
EGVN	Area 3	36.886
LIRP	Area 3	30.038
ENGM	Area 3	29.095
LPAR	Area 3	28.926
EFHK	Area 3	28.077
LSZH	Area 3	27.754
LIML	Area 3	25.799
LFPB	Area 3	25.489
ESSA	Area 3	25.023
LPPR	Area 3	23.919
LEMD	Area 3	19.717
EGLF	Area 3	18.355
LFPG	Area 3	17.924
EBMB	Area 3	14.826
LEBL	Area 3	14.127
LICJ	Area 3	13.826
LEZL	Area 3	10.311
EBBR	Area 3	8.251
GCTS	Area 3	7.759
LPBJ	Area 3	5.054
LSGG	Area 3	4.861
LIPE	Area 3	4.655
EGSS	Area 3	4.423
EDDK	Area 3	4.324
LGIR	Area 3	4.146
EDSB	Area 3	4.036
ESSL	Area 3	3.246
GVSV	Area 3	3.146
EDDB	Area 3	2.534
LIRQ	Area 3	2.219
GVAC	Area 4	256.686
GVNP	Area 4	131.356
FNLU	Area 4	61.833
HKJK	Area 4	53.332
DTTA	Area 4	50.713
HECA	Area 4	50.383
DIAP	Area 4	43.404
LLBG	Area 4	43.397

Delivery Location (ICAO)	Area	Quantity (LITERS)
OERK	Area 4	41.105
LLOV	Area 4	35.366
OMAA	Area 4	33.621
LTAI	Area 4	30.399
OLBA	Area 4	22.610
OMDB	Area 4	15.347
FAOR	Area 4	15.090
FQMA	Area 4	14.280
LTAC	Area 4	12.661
DGAA	Area 4	12.537
FQBR	Area 4	10.368
FAWK	Area 4	9.758
LTBA	Area 4	8.549
OJAM	Area 4	7.863
UBBB	Area 4	7.507
GMMX	Area 4	7.352
FPST	Area 4	7.174
FALE	Area 4	6.998
FKYS	Area 4	4.779
DNAA	Area 4	4.434
DAAG	Area 4	4.085
OTHH	Area 4	4.035
GMME	Area 4	3.722
UACC	Area 5	101.069
ZSSS	Area 5	45.586
ZBAA	Area 5	43.891
ZWWW	Area 5	31.425
ZSAM	Area 5	30.883
RJTT	Area 5	27.321
UUWW	Area 5	26.807
VOGO	Area 5	25.819
RJBB	Area 5	23.302
ZBYN	Area 5	20.621
UWUU	Area 5	18.980
VRMG	Area 5	18.716
VIAG	Area 5	18.359
VVNB	Area 5	14.375
VIDP	Area 5	14.203
ZSHC	Area 5	11.264
UHPP	Area 5	10.537

Delivery Location (ICAO)	Area	Quantity (LITERS)
ZHHH	Area 5	8.525
ZGSZ	Area 5	8.382
UAAA	Area 5	7.114
VECC	Area 5	7.004
VABB	Area 5	4.126
RKSI	Area 5	3.675
WSSS	Area 5	2.652

ANNEX B: Market research

Delivery Location (ICAO)	Unitary Value				
	Quotation 1 - AEG FUELS (GL)	Quotation 1 - AEG FUELS (Liters)	Quotation 2- WORLD FUELS SERVICES (GL)	Quotation 2- WORLD FUELS SERVICES (Liters)	Quotation 3 – COMBLUB last record
SCCI	\$ 4,09	\$ 1,08	\$ 3,24	\$ 0,86	
MTPP	\$ 5,93	\$ 1,57	\$ 4,88	\$ 1,29	
SCEL	\$ 4,09	\$ 1,08	\$ 3,12	\$ 0,83	
SVMI					\$ 0,81
TTPP	\$ 2,15	\$ 0,57	\$ 2,40	\$ 0,63	
SPJC	\$ 3,67	\$ 0,97	\$ 2,83	\$ 0,75	
MPTO	\$ 3,60	\$ 0,95	\$ 2,41	\$ 0,64	
SABE			\$ 4,02	\$ 1,06	\$ 1,68
MMUN	\$ 4,45	\$ 1,18	\$ 3,08	\$ 0,81	
SGAS	\$ 3,60	\$ 0,95	\$ 3,01	\$ 0,80	
SUMU	\$ 3,47	\$ 0,92	\$ 2,66	\$ 0,70	
SAWH	\$ 6,22	\$ 1,64	\$ 3,48	\$ 0,92	
SKBO	\$ 3,45	\$ 0,91	\$ 2,75	\$ 0,73	
MMMXX	\$ 4,45	\$ 1,18	\$ 3,09	\$ 0,82	
MROC	\$ 3,59	\$ 0,95	\$ 3,67	\$ 0,97	
MPPA	\$ 3,58	\$ 0,94	\$ 2,61	\$ 0,69	
SEQM	\$ 4,35	\$ 1,15	\$ 3,92	\$ 1,04	
MGGT			\$ 2,73	\$ 0,72	\$ 0,58
SKRG	\$ 3,64	\$ 0,96	\$ 2,99	\$ 0,79	
MMPR	\$ 6,39	\$ 1,69	\$ 3,28	\$ 0,87	
MMTG	\$ 4,53	\$ 1,20	\$ 3,18	\$ 0,84	
SPIM					\$ 3,02
SAME	\$ 4,95	\$ 1,31	\$ 4,19	\$ 1,11	
SLVR	\$ 4,93	\$ 1,30	\$ 4,16	\$ 1,10	
SYCJ	\$ 3,65	\$ 0,96	\$ 4,28	\$ 1,13	
SKCG	\$ 3,66	\$ 0,97	\$ 2,90	\$ 0,77	
SGES	\$ 4,73	\$ 1,25	\$ 3,52	\$ 0,93	
SAAV	\$ 6,18	\$ 1,63	\$ 4,06	\$ 1,07	
SAZM	\$ 6,38	\$ 1,68	\$ 4,38	\$ 1,16	
SCIE	\$ 3,92	\$ 1,04	\$ 3,29	\$ 0,87	
SAVT	\$ 4,78	\$ 1,26	\$ 4,55	\$ 1,20	
SACO	\$ 6,30	\$ 1,66	\$ 4,12	\$ 1,09	
MSLP	\$ 2,51	\$ 0,66	\$ 3,09	\$ 0,82	
SAAP	\$ 4,78	\$ 1,26	\$ 4,06	\$ 1,07	
SLCB	\$ 4,93	\$ 1,30	\$ 4,28	\$ 1,13	

Delivery Location (ICAO)	Unitary Value				
	Quotation 1 - AEG FUELS (GL)	Quotation 1 - AEG FUELS (Liters)	Quotation 2- WORLD FUELS SERVICES (GL)	Quotation 2- WORLD FUELS SERVICES (Liters)	Quotation 3 - COMBLUB last record
SOCA	\$ 4,47	\$ 1,18	\$ 3,81	\$ 1,01	
SMJP	\$ 4,33	\$ 1,14	\$ 2,81	\$ 0,74	
MHTG	\$ 2,36	\$ 0,62	\$ 2,75	\$ 0,73	
SKVV			\$ 3,03	\$ 0,80	\$ 0,99
SKAP					\$ 6,65
SAZB	\$ 5,01	\$ 1,32	\$ 4,12	\$ 1,09	
SAZS	\$ 4,78	\$ 1,26	\$ 4,55	\$ 1,20	
SAVC			\$ 4,17	\$ 1,10	\$ 1,80
SULS	\$ 3,68	\$ 0,97	\$ 2,71	\$ 0,72	
SLLP	\$ 4,93	\$ 1,30	\$ 4,26	\$ 1,13	
KADW	\$ 3,49	\$ 0,92	\$ 3,95	\$ 1,04	
KHST	\$ 3,50	\$ 0,92			\$ 0,90
KJFK	\$ 3,86	\$ 1,02	\$ 6,61	\$ 1,75	
KMCF					\$ 0,81
KFLL	\$ 3,93	\$ 1,04	\$ 3,56	\$ 0,94	
KSBD	\$ 5,33	\$ 1,41	\$ 3,65	\$ 0,96	
KBFI	\$ 4,42	\$ 1,17	\$ 4,76	\$ 1,26	
KSFO	\$ 4,41	\$ 1,17	\$ 8,13	\$ 2,15	
KMIA	\$ 7,40	\$ 1,96	\$ 3,55	\$ 0,94	
KJAX	\$ 5,17	\$ 1,37	\$ 4,63	\$ 1,22	
MDSD	\$ 3,98	\$ 1,05	\$ 3,06	\$ 0,81	
KISP	\$ 6,57	\$ 1,73	\$ 4,79	\$ 1,27	
KPBI	\$ 6,03	\$ 1,59	\$ 4,19	\$ 1,11	
KDFW	\$ 3,71	\$ 0,98	\$ 3,76	\$ 0,99	
PANC	\$ 5,89	\$ 1,56	\$ 4,33	\$ 1,14	
KLSV	\$ 3,41	\$ 0,90			\$ 0,75
KRIV	\$ 6,31	\$ 1,67	\$ 4,38	\$ 1,16	
TBPB	\$ 3,82	\$ 1,01	\$ 3,12	\$ 0,82	
TJSJ	\$ 3,95	\$ 1,04	\$ 3,13	\$ 0,83	
KAEX	\$ 6,09	\$ 1,61	\$ 4,36	\$ 1,15	
CYOW	\$ 4,43	\$ 1,17	\$ 3,73	\$ 0,99	
TNCC	\$ 4,04	\$ 1,07	\$ 3,62	\$ 0,96	
KSKF	\$ 5,24	\$ 1,39	\$ 3,37	\$ 0,89	
KBOS	\$ 9,98	\$ 2,64	\$ 8,66	\$ 2,29	
GCLP	\$ 3,72	\$ 0,98	\$ 2,27	\$ 0,60	
LPPT	\$ 3,72	\$ 0,98	\$ 5,32	\$ 1,41	
LKPR	\$ 2,16	\$ 0,57	\$ 4,93	\$ 1,30	

Delivery Location (ICAO)	Unitary Value				
	Quotation 1 - AEG FUELS (GL)	Quotation 1 - AEG FUELS (Liters)	Quotation 2- WORLD FUELS SERVICES (GL)	Quotation 2- WORLD FUELS SERVICES (Liters)	Quotation 3 - COMBLUB last record
LGAV	\$ 3,71	\$ 0,98	\$ 5,61	\$ 1,48	
TFFF	\$ 4,06	\$ 1,07	\$ 3,00	\$ 0,79	
EDDH	\$ 3,97	\$ 1,05	\$ 6,35	\$ 1,68	
LIRA	\$ 4,40	\$ 1,16	\$ 4,71	\$ 1,24	
EPWA	\$ 3,75	\$ 0,99	\$ 5,17	\$ 1,37	
FHAW	\$ 3,25	\$ 0,86	\$ 2,55	\$ 0,67	
LEVC	\$ 3,72	\$ 0,98	\$ 4,06	\$ 1,07	
EGVN	\$ 3,25	\$ 0,86	\$ 2,40	\$ 0,63	
LIRP	\$ 2,66	\$ 0,70	\$ 4,78	\$ 1,26	
ENGM	\$ 3,87	\$ 1,02	\$ 3,88	\$ 1,03	
LPAR	\$ 6,87	\$ 1,81			\$ 1,69
EFHK	\$ 3,65	\$ 0,96	\$ 2,94	\$ 0,78	
LSZH	\$ 3,85	\$ 1,02	\$ 7,54	\$ 1,99	
LIML			\$ 4,82	\$ 1,27	\$ 1,21
LFPB	\$ 3,72	\$ 0,98	\$ 5,26	\$ 1,39	
ESSA	\$ 3,62	\$ 0,96	\$ 4,75	\$ 1,25	
LPPR	\$ 3,44	\$ 0,91	\$ 5,32	\$ 1,41	
LEMD	\$ 3,64	\$ 0,96	\$ 4,02	\$ 1,06	
EGLF	\$ 5,34	\$ 1,41	\$ 4,43	\$ 1,17	
LFPG	\$ 3,61	\$ 0,96	\$ 5,02	\$ 1,33	
EBMB	\$ 3,50	\$ 0,92			\$ 0,79
LEBL	\$ 3,61	\$ 0,95	\$ 3,99	\$ 1,05	
LICJ	\$ 2,51	\$ 0,66	\$ 4,87	\$ 1,29	
LEZL	\$ 3,76	\$ 0,99	\$ 4,12	\$ 1,09	
EBBR	\$ 3,56	\$ 0,94	\$ 6,38	\$ 1,68	
GCTS	\$ 3,75	\$ 0,99	\$ 2,40	\$ 0,63	
LPBJ	\$ 3,61	\$ 0,95			\$ 1,13
LSGG	\$ 4,16	\$ 1,10	\$ 6,23	\$ 1,65	
LIPE	\$ 4,63	\$ 1,22	\$ 4,84	\$ 1,28	
EGSS	\$ 3,73	\$ 0,98	\$ 2,42	\$ 0,64	
EDDK	\$ 3,59	\$ 0,95	\$ 6,31	\$ 1,67	
LGIR	\$ 3,84	\$ 1,02	\$ 5,90	\$ 1,56	
EDSB	\$ 6,74	\$ 1,78	\$ 10,66	\$ 2,82	
ESSL	\$ 6,71	\$ 1,77	\$ 7,89	\$ 2,09	
GVSV	\$ 3,87	\$ 1,02	\$ 5,10	\$ 1,35	
EDDB	\$ 3,85	\$ 1,02	\$ 6,80	\$ 1,80	
LIRQ			\$ 4,98	\$ 1,32	\$ 1,36

Delivery Location (ICAO)	Unitary Value				
	Quotation 1 - AEG FUELS (GL)	Quotation 1 - AEG FUELS (Liters)	Quotation 2- WORLD FUELS SERVICES (GL)	Quotation 2- WORLD FUELS SERVICES (Liters)	Quotation 3 - COMBLUB last record
GVAC	\$ 3,59	\$ 0,95	\$ 2,37	\$ 0,63	
GVNP	\$ 3,79	\$ 1,00	\$ 2,44	\$ 0,64	
FNLU	\$ 4,33	\$ 1,14	\$ 2,90	\$ 0,76	
HKJK	\$ 3,55	\$ 0,94	\$ 2,30	\$ 0,61	
DTTA	\$ 3,76	\$ 0,99	\$ 2,40	\$ 0,63	
HECA	\$ 3,60	\$ 0,95	\$ 2,29	\$ 0,61	
DIAP	\$ 3,83	\$ 1,01	\$ 2,64	\$ 0,70	
LLBG	\$ 3,64	\$ 0,96	\$ 2,44	\$ 0,64	
OERK	\$ 3,55	\$ 0,94	\$ 2,68	\$ 0,71	
LLOV					\$ 1,17
OMAA	\$ 3,56	\$ 0,94	\$ 3,27	\$ 0,86	
LTAI	\$ 3,57	\$ 0,94	\$ 2,34	\$ 0,62	
OLBA	\$ 3,91	\$ 1,03	\$ 2,69	\$ 0,71	
OMDB	\$ 3,57	\$ 0,94	\$ 2,19	\$ 0,58	
FAOR	\$ 3,77	\$ 1,00	\$ 2,54	\$ 0,67	
FQMA	\$ 4,18	\$ 1,10	\$ 3,32	\$ 0,88	
LTAC	\$ 3,66	\$ 0,97	\$ 2,41	\$ 0,64	
DGAA	\$ 3,82	\$ 1,01	\$ 2,54	\$ 0,67	
FQBR	\$ 4,22	\$ 1,11	\$ 3,22	\$ 0,85	
FAWK	\$ 6,35	\$ 1,68	\$ 5,19	\$ 1,37	
OJAM	\$ 3,92	\$ 1,04	\$ 2,65	\$ 0,70	
UBBB	\$ 4,13	\$ 1,09	\$ 2,76	\$ 0,73	
GMMX	\$ 3,72	\$ 0,98	\$ 2,46	\$ 0,65	
FPST	\$ 4,41	\$ 1,17	\$ 3,71	\$ 0,98	
FALE	\$ 3,75	\$ 0,99	\$ 2,47	\$ 0,65	
FKYS	\$ 4,49	\$ 1,19	\$ 3,30	\$ 0,87	
DNAA	\$ 4,05	\$ 1,07	\$ 2,99	\$ 0,79	
DAAG	\$ 3,86	\$ 1,02	\$ 2,46	\$ 0,65	
OTHH	\$ 3,41	\$ 0,90	\$ 2,17	\$ 0,57	
GMME	\$ 3,87	\$ 1,02	\$ 2,63	\$ 0,69	
UACC	\$ 3,72	\$ 0,98	\$ 2,73	\$ 0,72	
ZSSS	\$ 3,70	\$ 0,98	\$ 2,39	\$ 0,63	
ZBAA	\$ 1,95	\$ 0,52	\$ 2,38	\$ 0,63	
ZWWW	\$ 3,82	\$ 1,01	\$ 2,51	\$ 0,66	
ZSAM	\$ 3,70	\$ 0,98	\$ 2,39	\$ 0,63	
RJTT	\$ 3,60	\$ 0,95	\$ 2,46	\$ 0,65	
UUWW	\$ 3,41	\$ 0,90	\$ 3,48	\$ 0,92	

Delivery Location (ICAO)	Unitary Value				
	Quotation 1 - AEG FUELS (GL)	Quotation 1 - AEG FUELS (Liters)	Quotation 2- WORLD FUELS SERVICES (GL)	Quotation 2- WORLD FUELS SERVICES (Liters)	Quotation 3 – COMBLUB last record
VOGO	\$ 3,46	\$ 0,91	\$ 2,28	\$ 0,60	
RJBB	\$ 2,13	\$ 0,56	\$ 2,70	\$ 0,71	
ZBYN	\$ 3,86	\$ 1,02	\$ 2,65	\$ 0,70	
UWUU	\$ 4,11	\$ 1,09	\$ 2,95	\$ 0,78	
VRMG	\$ 4,70	\$ 1,24	\$ 3,64	\$ 0,96	
VIAG	\$ 5,24	\$ 1,38			\$ 1,48
VVNB	\$ 3,73	\$ 0,99	\$ 2,44	\$ 0,64	
VIDP	\$ 1,93	\$ 0,51	\$ 2,23	\$ 0,59	
ZSHC	\$ 3,70	\$ 0,98	\$ 2,54	\$ 0,67	
UHPP	\$ 3,83	\$ 1,01	\$ 3,46	\$ 0,91	
ZHHH	\$ 3,74	\$ 0,99	\$ 2,50	\$ 0,66	
ZGSZ	\$ 3,67	\$ 0,97	\$ 2,45	\$ 0,65	
UAAA	\$ 3,59	\$ 0,95	\$ 2,34	\$ 0,62	
VECC			\$ 2,20	\$ 0,58	\$ 0,47
VABB			\$ 2,22	\$ 0,59	\$ 0,98
RKSI	\$ 3,45	\$ 0,91	\$ 2,22	\$ 0,59	
WSSS	\$ 3,34	\$ 0,88	\$ 2,12	\$ 0,56	

ANNEX C: Proposal submission template

Delivery Location (ICAO)	Quantity (LITROS)	MARKET PRICE (US/L)	FINAL PRICE
SCCI	890.295		
MTPP	279.045		
SCEL	163.680		
SVMI	106.163		
TTPP	98.403		
SPJC	91.047		
MPTO	72.538		
SABE	70.071		
MMUN	61.273		
SGAS	61.057		
SUMU	60.006		
SAWH	56.530		
SKBO	55.959		
MMMX	49.266		
MROC	46.216		
MPPA	41.163		
SEQM	40.206		
MGGT	39.677		
SKRG	38.838		
MMPR	38.564		
MMTG	30.664		
SPIM	29.183		
SAME	27.887		
SLVR	19.375		
SYCJ	17.785		
SKCG	16.624		
SGES	15.404		
SAAV	15.320		
SAZM	13.127		
SCIE	12.284		
SAVT	11.584		
SACO	11.281		
MSLP	10.233		
SAAP	9.190		
SLCB	8.113		
SOCA	7.457		
SMJP	6.129		

Delivery Location (ICAO)	Quantity (LITROS)	MARKET PRICE (US/L)	FINAL PRICE
MHTG	5.641		
SKVV	5.501		
SKAP	5.301		
SAZB	4.721		
SAZS	4.465		
SAVC	4.193		
SULS	3.281		
SLLP	2.974		
KADW	94.218		
KHST	74.155		
KJFK	60.197		
KMCF	48.611		
KFLL	45.369		
KSBD	45.341		
KBFI	33.529		
KSFO	27.455		
KMIA	20.009		
KJAX	19.782		
MDSD	18.385		
KISP	17.889		
KPBI	16.429		
KDFW	15.926		
PANC	27.530		
KLSV	11.533		
KRIV	11.207		
TBPB	10.070		
TJSJ	9.510		
KAEX	9.339		
CYOW	4.790		
TNCC	4.212		
KSKF	2.268		
KBOS	2.029		
GCLP	416.107		
LPPT	231.450		
LKPR	79.510		
LGAV	75.641		
TFFF	61.909		
EDDH	51.712		
LIRA	44.558		

Delivery Location (ICAO)	Quantity (LITROS)	MARKET PRICE (US/L)	FINAL PRICE
EPWA	42.287		
FHAW	39.022		
LEVC	38.435		
EGVN	36.886		
LIRP	30.038		
ENGM	29.095		
LPAR	28.926		
EFHK	28.077		
LSZH	27.754		
LIML	25.799		
LFPB	25.489		
ESSA	25.023		
LPPR	23.919		
LEMD	19.717		
EGLF	18.355		
LFPG	17.924		
EBMB	14.826		
LEBL	14.127		
LICJ	13.826		
LEZL	10.311		
EBBR	8.251		
GCTS	7.759		
LPBJ	5.054		
LSGG	4.861		
LIPE	4.655		
EGSS	4.423		
EDDK	4.324		
LGIR	4.146		
EDSB	4.036		
ESSL	3.246		
GVSV	3.146		
EDDB	2.534		
LIRQ	2.219		
GVAC	256.686		
GVNP	131.356		
FNLU	61.833		
HKJK	53.332		
DTTA	50.713		
HECA	50.383		

Delivery Location (ICAO)	Quantity (LITROS)	MARKET PRICE (US/L)	FINAL PRICE
DIAP	43.404		
LLBG	43.397		
OERK	41.105		
LLOV	35.366		
OMAA	33.621		
LTAI	30.399		
OLBA	22.610		
OMDB	15.347		
FAOR	15.090		
FQMA	14.280		
LTAC	12.661		
DGAA	12.537		
FQBR	10.368		
FAWK	9.758		
LTBA	8.549		
OJAM	7.863		
UBBB	7.507		
GMMX	7.352		
FPST	7.174		
FALE	6.998		
FKYS	4.779		
DNAA	4.434		
DAAG	4.085		
OTHH	4.035		
GMME	3.722		
UACC	101.069		
ZSSS	45.586		
ZBAA	43.891		
ZWWW	31.425		
ZSAM	30.883		
RJTT	27.321		
UUWW	26.807		
VOGO	25.819		
RJBB	23.302		
ZBYN	20.621		
UWUU	18.980		
VRMG	18.716		
VIAG	18.359		
VVNB	14.375		

Delivery Location (ICAO)	Quantity (LITROS)	MARKET PRICE (US/L)	FINAL PRICE
VIDP	14.203		
ZSHC	11.264		
UHPP	10.537		
ZHHH	8.525		
ZGSZ	8.382		
UAAA	7.114		
VECC	7.004		
VABB	4.126		
RKSI	3.675		
WSSS	2.652		



ANNEX B

PRICE PROPOSAL



PRICE PROPOSAL – ANNEX II

MINISTRY OF DEFENSE
AERONAUTICAL COMMAND
BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON D.C.

PAGE 1 of 7

Part 1 Representative Identification

Last Name	Given Name	Middle Name
Jara	Jimmy	
Identification Number	E-mail	
106889	jjara@aegfuels.com	
Phone Number	Fax Number	
+1 305 913 5253	+1 305 262 6080	
Company's Name		
ASSOCIATED ENERGY GROUP LLC		
DUN & BRADSTREET	Cage Code Number	
192201689	1S4V4	

The above mentioned company, through its representative, makes a proposal of **LOWEST UNIT PRICE** per item (Article 6, Item XXVIII of the Brazilian Federal Law No. 14,133/21), for the supply of fuel, Aviation Kerosene type, on demand, to supply aircrafts and equipment of interest to the Brazilian Aeronautical Command in missions outside the Brazilian territory, according to the conditions, quantities, requirements and specifications established in the ANNEX I – BASIC PROJECT and in the INVITATION FOR BID No. **213937/CABW/2021**, for a 12-month period.

Part 2 Statements

Initial of the Representative

1-	We declare that the quote includes all costs arising from the performance of the acquisition process, whether direct or indirect, including but not limited to what is described below: all inputs such as fees and/or taxes, social contributions, expenses, insurance, worker's compensation, liability insurance, labor, social security, administration fees, equipment, materials, and all other fees necessary for full compliance with the object of the CONTRACT.	JJ
2-	We hereby acknowledge the content of INVITATION FOR BID and its Annexes, fully and irrevocably accepting its terms and requirements, as well as all relevant legislation. VALIDITY: This price proposal shall be valid for 90 (Ninety) days starting on the date on which proposals are opened, after which time it shall be subject to confirmation by our Company.	JJ
3-	SERVICE GUARANTEE: As legal representative of this Company, I hereby declare and guarantee the supply of the (above) services/material for 90 (ninety) days, starting on the date of the final receipt of the material by the Contracting Party, as per this Bidding Announcement.	JJ



PRICE PROPOSAL – ANNEX II

MINISTRY OF DEFENSE
AERONAUTICAL COMMAND
BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON D.C.

Part 3 **Bank Information**

Bank Name:
PNC BANK 500 FIRST AVE, 3RD FLOOR, PITTSBURGH, PA 15219 USA

Branch: **043000096** Checking Account: **1241209256**

Other:
SWIFT CODE: PNCCUS33

Part 4 **Unit Price per Item**

ANNEX II – PRICE PROPOSAL SUBMISSION TEMPLATE

Delivery Location (ICAO)	Quantity (LITROS)	MARKET PRICE (US\$/L)	FINAL PRICE (US\$/L)
SCCI	890.295	0.5263895	0.71326488
MTPP	279.045	0.5263895	1.31449962
SCEL	163.68	0.5263895	0.63665495
SVMI	106.163	SEE NOTE (*)	SEE NOTE (*)
TTPP	98.403	0.5263895	0.62229983
SPJC	91.047	0.5263895	0.56939011
MPTO	72.538	0.5263895	0.55548012
SABE	70.071	0.5263895	0.62630996
MMUN	61.273	0.5263895	0.72289765
SGAS	61.057	0.5263895	0.65162902
SUMU	60.006	0.5263895	0.637532
SAWH	56.53	0.5263895	1.09364798
SKBO	55.959	0.5263895	0.63307171
MMM	49.266	0.5263895	0.72359269
MROC	46.216	0.5263895	0.63184728
MPPA	41.163	0.5263895	0.58316536
SEQM	40.206	0.5263895	0.67887653
MGGT	39.677	0.5263895	0.67734565
SKRG	38.838	0.5263895	0.64722236
MMPR	38.564	0.5263895	0.76356458



PRICE PROPOSAL – ANNEX II

MINISTRY OF DEFENSE
AERONAUTICAL COMMAND
BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON D.C.

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MMTG	30.664	0.5263895	0.74545241
SPIM	29.183	0.5263895	0.56939011
SAME	27.887	0.5263895	1.1141097
SLVR	19.375	0.5263895	0.9818453
SYCJ	17.785	0.5263895	0.69982697
SKCG	16.624	0.5263895	0.65131439
SGES	15.404	0.5263895	0.84294991
SAAV	15.32	0.5263895	1.07210897
SAZM	13.127	0.5263895	1.10587387
SCIE	12.284	0.5263895	0.68684766
SAVT	11.584	0.5263895	1.07461385
SACO	11.281	0.5263895	0.684552
MSLP	10.233	0.5263895	0.70225762
SAAP	9.19	0.5263895	1.07134155
SLCB	8.113	0.5263895	0.9818453
SOCA	7.457	0.5263895	0.86460912
SMJP	6.129	0.5263895	0.56047297
MHTG	5.641	0.5263895	0.65781197
SKVV	5.501	0.5263895	0.68630875
SKAP	5.301	0.5263895	0.68630875
SAZB	4.721	0.5263895	1.1232733
SAZS	4.465	0.5263895	1.07461385
SAVC	4.193	0.5263895	0.6249891
SULS	3.281	0.5263895	0.66003339
SLLP	2.974	0.5263895	0.9818453
KADW	94.218	0.5178831	0.521845718
KHST	74.155	0.5178831	0.535054327
KJFK	60.197	0.5178831	0.54987756
KMCF	48.611	0.5178831	0.521845718
KFLL	45.369	0.5178831	0.64755258
KSBD	45.341	0.5178831	0.80210704
KBFI	33.529	0.5178831	0.68251603
KSFO	27.455	0.5178831	0.65801697
KMIA	20.009	0.5178831	0.57757786
KJAX	19.782	0.5178831	0.87760058
MDSD	18.385	0.5178831	0.73015076
KISP	17.889	0.5178831	1.04947258



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KPBI	16.429	0.5178831	0.6693378
KDFW	15.926	0.5178831	0.58853836
PANC	27.53	0.5178831	0.58988564
KLSV	11.533	0.5178831	0.536375188
KRIV	11.207	0.5178831	1.11501528
TBPB	10.07	0.5178831	0.63066484
TJSJ	9.51	0.5178831	0.59710916
KAEX	9.339	0.5178831	1.08955701
CYOW	4.79	0.5178831	0.77439802
TNCC	4.212	0.5178831	0.6761117
KSKF	2.268	0.5178831	0.70605852
KBOS	2.029	0.5178831	0.60443889
GCLP	416.107	0.5038292	0.57926433
LPPT	231.45	0.5038292	1.02322575
LKPR	79.51	0.5038292	0.56850037
LGAV	75.641	0.5038292	0.58401177
TFFF	61.909	0.5038292	0.66597251
EDDH	51.712	0.5038292	0.52889357
LIRA	44.558	0.5038292	0.66757234
EPWA	42.287	0.5038292	0.60440903
FHAW	39.022	0.5038292	0.53375539
LEVC	38.435	0.5038292	0.53967179
EGVN	36.886	0.5038292	0.53507625
LIRP	30.038	0.5038292	0.68751707
ENGM	29.095	0.5038292	0.58788929
LPAR	28.926	0.5038292	1.0285092
EFHK	28.077	0.5038292	0.57031418
LSZH	27.754	0.5038292	0.58503914
LIML	25.799	0.5038292	0.66000248
LFPB	25.489	0.5038292	0.58901493
ESSA	25.023	0.5038292	0.56396348
LPPR	23.919	0.5038292	1.03226573
LEMD	19.717	0.5038292	0.51901696
EGLF	18.355	0.5038292	1.13534412
LFIG	17.924	0.5038292	0.55778449
EBMB	14.826	0.5038292	0.51237779
LEBL	14.127	0.5038292	0.50887883



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LICJ	13.826	0.5038292	0.68725026
LEZL	10.311	0.5038292	0.5565516
EBBR	8.251	0.5038292	0.53626661
GCTS	7.759	0.5038292	0.59227085
LPBJ	5.054	0.5038292	1.03226573
LSGG	4.861	0.5038292	0.59200034
LIPE	4.655	0.5038292	0.68189919
EGSS	4.423	0.5038292	0.54826584
EDDK	4.324	0.5038292	0.55986881
LGIR	4.146	0.5038292	0.62193659
EDSB	4.036	0.5038292	1.40336608
ESSL	3.246	0.5038292	1.378354
GVSV	3.146	0.5038292	1.0126232
EDDB	2.534	0.5038292	0.59924024
LIRQ	2.219	0.5038292	0.71239047
GVAC	256.686	0.4901715	0.54041544
GVNP	131.356	0.4901715	0.59258944
FNLU	61.833	0.4901715	0.68092809
HKJK	53.332	0.4901715	0.5255679
DTTA	50.713	0.4901715	0.60804774
HECA	50.383	0.4901715	0.56929104
DIAP	43.404	0.4901715	0.60814548
LLBG	43.397	0.4901715	0.54901054
OERK	41.105	0.4901715	0.54042231
LLOV	35.366	0.4901715	0.5503314
OMAA	33.621	0.4901715	0.54931223
LTAI	30.399	0.4901715	0.54427182
OLBA	22.61	0.4901715	0.62215295
OMDB	15.347	0.4901715	0.50738229
FAOR	15.09	0.4901715	0.60459078
FQMA	14.28	0.4901715	0.74648902
LTAC	12.661	0.4901715	0.56316013
DGAA	12.537	0.4901715	0.60164896
FQBR	10.368	0.4901715	0.75913072
FAWK	9.758	0.4901715	1.250925
LTBA	8.549	0.4901715	0.54802307
OJAM	7.863	0.4901715	0.63597338



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UBBB	7.507	0.4901715	0.62082601
GMMX	7.352	0.4901715	0.59468301
FPST	7.174	0.4901715	0.70909624
FALE	6.998	0.4901715	0.56696104
FKYS	4.779	0.4901715	0.77046766
DNAA	4.434	0.4901715	0.59921356
DAAG	4.085	0.4901715	0.59597587
OTHH	4.035	0.4901715	0.50277777
GMME	3.722	0.4901715	0.63491088
UACC	101.069	0.4914659	0.61337187
ZSSS	45.586	0.4914659	0.57570699
ZBAA	43.891	0.4914659	0.56612969
ZWWW	31.425	0.4914659	0.61683543
ZSAM	30.883	0.4914659	0.57702785
RJTT	27.321	0.4914659	0.55218325
UUWW	26.807	0.4914659	0.50995797
VOGO	25.819	0.4914659	0.51526942
RJBB	23.302	0.4914659	0.57782433
ZBYN	20.621	0.4914659	0.62641273
UWUU	18.98	0.4914659	0.68547238
VRMG	18.716	0.4914659	0.85342909
VIAG	18.359	0.4914659	0.86953065
VVNB	14.375	0.4914659	0.56837648
VIDP	14.203	0.4914659	0.50710148
ZSHC	11.264	0.4914659	0.57702785
UHPP	10.537	0.4914659	0.6913967
ZHHH	8.525	0.4914659	0.58979767
ZGSZ	8.382	0.4914659	0.57064307
UAAA	7.114	0.4914659	0.52505356
VECC	7.004	0.4914659	0.50619352
VABB	4.126	0.4914659	0.51114569
RKSI	3.675	0.4914659	0.51285013
WSSS	2.652	0.4914659	0.50995797

(* SVMI is a sanctioned country. AEG is obliged to comply with all applicable U.S. export control and sanctions, laws and regulations. US Sanctions related to National Fuel Company (PDVSA) ownership and Special Designated Nationals (SDN) remain in place for Venezuela as of this date. There are certain mechanisms by which the Office of Foreign Assets Control (OFAC) can process an exemption to the sanctions' rules: AEG can apply for special dispensation for CABW diplomatic or VIP flights, however there is no guarantee it will be approved in a timely manner by OFAC.



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AEG CONFIRMS ABOVE OFFERED PRICES SHALL BE VALID OR 90 DAYS EFFECTIVE DATE OF SUBMISSION

Part 5 Authentication

Representative Printed Name

Jimmy Jara

Representative Signature

Date of Signature

November 12, 2021