



**BRAZILIAN NAVAL COMMISSION IN WASHINGTON**

5130 MacArthur Blvd., NW, Washington, D.C. 20016-3316

**Contract Between**

**Brazilian Naval Commission in Washington**

**and**

**Jackpot Janitorial & Commercial Services, LLC**

**for**

**CLEANING SERVICE OF THE BRAZILIAN NAVAL COMMISSION IN  
WASHINGTON BUILDING AND COMMON AREAS**

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**Contract n° 70200/21-02/00**

**References:** – Bidding Process n° 01/2021 (Online Reverse Bid).  
– NUP: 63150.000724/2021-92

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Contract N° 70200/21-02/00



**Contract entered between the Brazilian Naval Commission in Washington and Jackpot Janitorial & Commercial Services, LLC for cleaning and maintenance of BNC'S building and common areas.**

This Contract was signed at the office of the Brazilian Naval Commission in Washington, located at 5130 MacArthur Blvd., NW, Washington, DC, 20016, between the Brazilian Naval Commission in Washington, represented by its President Capitan JOSÉ AUGUSTO CORREIA NETO, holder of the Brazilian Navy Identification Card n° 629980-6; Jackpot Janitorial & Commercial Services, LLC represented by Jamol Speight, Director of Operations, holder of identity n° 0112988, with office at 200 Massachusetts Avenue NW Suite 700, Washington, DC 20001.

**WHEREAS** this Contract was preceded by Bidding Process n° 01/2021 (Online Reverse Bid) and fulfilled all legal requirements.

**WHEREAS** this contract was prepared by the Brazilian Naval Commission's Contracts and Public Bids Division.

**WHEREAS** this Contract is in conformity with articles 3° and 123 of the Law 8,666 / 1993, of the Federative Republic of Brazil.

**WHEREAS** the legal instruments Rules for Administrative Agreements of the Brazilian Navy (SGM-102, Rev.5) and Ordinance n° 180/MB/2001, modified by Ordinances 236/MB/2002, 258 MB/2003, 111/MB/2004, 258/MB/2012, 159/MB/2013 e 626/MB/2014 issued by the Commander of the Brazilian Navy, grated authority to the President of the Brazilian Naval Commission in Washington to sign this Contract on behalf of the Brazilian Navy within its area of jurisdiction.

The execution of this contract, by each of the parties, and the full and faithful fulfillment of its entire content is agreed as follows:

**CLAUSE 1 - DEFINITIONS.**

As used in this Contract, the following terms shall have the meanings given to them bellow:

- a) "BNC" and "Contracting Party" shall mean "Brazilian Naval Commission in Washington" on behalf of the Brazilian Navy; and
- b) "Contractor" shall mean Jackpot Janitorial & Commercial Services, LLC, a corporations organized under the laws of Washington, D.C, USA.

**CLAUSE 2 - OBJECT.**

**2.1 OBJECT SPECIFICATIONS.**

This request is for hiring a qualified company to provide janitorial and related services to the Brazilian Naval Commission (BNC). The technical specification of all attachments must be complied with.

This is the provision of services, applying the regime of exclusive dedication of labor from the contracted company.

Annual Service: Cleaning and maintenance service, equipment and supplies for the BNC;

Location: 5130 MacArthur BLVD, NW Washington, DC 20016

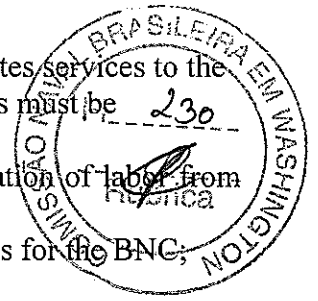
Internal Area: First Floor, Second Floor, Basement and Garage.

External Area: Front Building and Back Building.

Time of BNC Operation: Monday to Friday – 7:30 to 16:00.

Time of Workload: Monday to Friday – 7:00 to 16:00.

Employees: 55 Employees and visitors.



## 2.2 SERVICE.

2.2.1 The company shall furnish adequate and appropriate labor, material, supplies, equipment and supervision for the performance of the projected work.

2.2.2 The ultimate responsibility of the company is to maintain the facility in a uniformly clean, hygienic, orderly and attractive way, which will reflect favorably upon the BNC and the Contractor.

2.2.3 Variances in user traffic, building renovation work, weather conditions and other uncontrollable and unpredictable factors will determine the actual frequency requirement necessary to maintain the BNC standards.

2.2.4 The company shall be responsible for cleaning the entire facility. For the execution of the service the company will be responsible to define the number of employees necessary to comply with all contractual obligations. The company must provide daily at **least one employee** with exclusive dedication, fulfilling the workload from 7:00 to 11:00, and 12:00 to 16:00. If the quality of services is considered to be unacceptable to the BNC, then the company will be required to increase the number of staff and or take whatever measures are required to remedy the situation.

2.2.5 The Company must provide the Supervisor/Owner contact information so that the BNC administration can solve eventual problems during the business hours. The Supervisor/Owner must be available at the BNC to respond to any urgent request from the BNC in 1 hour after our contact.

2.2.6 The control of the fulfillment of the workload will be the sole responsibility of the company, who may substitute employee to avoid interruption in the fulfillment of the working hours, in order to avoid the discontinuity in the provision of the services.

2.2.7 The facility shall be fully staffed on the first day of work under the company. All personnel shall receive close and continuing first-line supervision by the company.

2.2.8 The services must include: pulling trash, dusting, vacuuming, buffing, carpet spotting, continually, checking of building entrance and lobby, wiping down metal surfaces and cabinets, spot cleaning walls, cleaning the elevator( vacuuming and wiping down walls), restrooms, cleaning the sink daily, picking up trash and debris from front and back yards, windows cleaning, sweeping the garage, watering plants during working hours, and some other cleaning necessary to maintain supply good quality products and equipment for all services.

2.2.9 The Cleaning Company shall keep at all times a Workers Compensation (WC) Policy to cover the entire workforce used in BNC facility. A Copy of this WC POLICY shall be submitted with the Commercial Proposal.

## 2.3. SCHEDULE – CHECK LIST.

2.3.1 The service shall be performed by the company at the following frequency:



#### DAILY CLEANING – FIRST/SECOND FLOOR AND BASEMENT.

##### **Offices, Lobby, Conference Room, Reception.**

- a) Remove, with damp cloth, the dust from tables, cabinets, files, shelves, blinds, sills window frames, as well other existing furniture, including electrical appliances, fire extinguishers and etc.;
- b) Empty all trash receptacles and replace liners as needed. Remove trash to a collection point;
- c) Vacuum carpeting;
- d) Clean coffee station – President’s Office;
- e) Clean water coolers and replace water bottles as needed ;
- f) Clean and polish drinking water cooler (inside and outside);
- g) Thoroughly dust all horizontal surfaces including electrical including desktops, files, window sills, chairs, tables, pictures and all manner of furnishings;
- h) Damp wipe all horizontal surfaces to remove coffee rings and spillage;
- i) Dust frames and plaques;
- j) Dust/Wipe/Clean all computers and monitors;
- k) Dust all art;
- l) Dust/Clean/Wash all *artificial flowers*;
- m) Dust telephones;
- n) Dust mop hard surface floors with a treated dust mop;
- o) Damp mop hard surface floors to remove any spillage from soiled areas;
- p) Damp wipe entryway and clean fingerprints from entrance glass;
- q) Spot clean glass partition walls;
- r) Inspect and pick up, as needed, building entrance area;
- s) Clean inside and outside of elevator;
- t) Sweep/Vacuum stairs and landings; and
- u) Clean entrance doors and surrounding glass.

##### **Restrooms.**

- a) Stock towels, tissue, and hand soap;
- b) Empty sanitary napkin receptacles and wipe with a disinfectant;
- c) Empty trash receptacles and wipe;
- d) Clean and polish mirrors;
- e) Wipe towel cabinet covers;
- f) Toilets and urinals to be cleaned and sanitized inside and outside. Polish bright work;
- g) Toilet seats to be cleaned on both sides using a disinfectant;
- h) Scour and sanitize all basins. Polish bright work;
- I) Dust partitions (separation), top of mirror sand frames;
- j) Remove splash marks from walls around basins;
- k) Mop and rinse restroom floors with a disinfectant; and
- l) Fill with toilet paper towels, hygienic and liquid soap, when necessary.

##### **Kitchens.**

- a) Wash and put away any dishes – President’s Kitchen;



- b) All trash receptacles are to be emptied and trash removed to a collection point (twice a day or as needed);
- c) To separate the common trash of the recyclable garbage in own containers;
- d) Dust mop hard surface floors with a treated dust mop;
- e) Damp mop hard surface floors to remove spillage from soiled areas;
- f) Clean and wipe tables and chairs (before and after meals) (must remove the table mat);
- g) Spot clean walls near trash receptacles;
- h) Clean fronts, tops, and sides of trash receptacles with a disinfectant;
- i) Clean and polish drinking water cooler (inside and outside);
- j) Damp wipe counter tops to remove coffee rings and spillage;
- k) Clean and sanitize sink;
- l) Clean and wipe all appliances (inside and outside);
- m) Clean and wipe all the microwaves inside and outside to present a neat appearance (The full clean/wipe/sanitize will be done weekly);
- n) Clean cabinets and refrigeration inside and outside to present a neat appearance (The full clean/wipe/sanitize will be done weekly); and
- o) Refill Soap dispensers as needed.

#### **OUTSIDE – FRONT/BACK BUILDING.**

- a) Water the lawn, front and back of the building, every morning; and
- b) Sweep the sidewalk or porch outside your business and tidy up exterior clutter or debris.

#### **WEEKLY CLEANING.**

- a) Dust all vertical surfaces of desks, file cabinets, chairs, tables and other office furniture;
- b) Thoroughly vacuum all carpeting, taking care to get into corners, along edges and beneath furniture;
- c) Damp mop hard surface floors, taking care to get into corners, along edges and beneath furniture
- d) Buff hard surface floor;
- e) Clean handrails;
- f) Showers tiles – double scrubbed if build up;
- g) Scrub and Clean all showers;
- h) Clean and wipe all the microwaves inside and outside (full clean/wipe/sanitize);
- i) Clean cabinets and refrigeration inside and outside (full clean/wipe/sanitize);
- j) Wash ashtrays located in areas reserved for smokers;
- k) Sweep the cement floor;
- l) Dust flat surfaces and remove cobwebs; and
- m) Vacuum all upholstered furniture.

#### **MONTHLY CLEANING.**

##### **Offices, Lobby, Lunchroom, Conference Room.**

- a) Complete all high dusting not reached in the above-mentioned cleaning;



- b) Top scrub or machine scrub, rinse, and apply finish to composition floor covering in those areas that show excessive wear;
- c) Remove fingerprints and marks from around light switches and door frames;
- d) Vacuum all upholstered furniture;
- e) Damp wipe telephones using a disinfecting;
- f) Clean behind furniture, cabinets and files;
- g) Clean, with appropriate product, leather or plastic covers on seats and armchairs;
- h) Clean, with appropriate product, all the leather chairs and sofa;
- i) Clean linings, walls and baseboards ;
- j) Clean curtains, with proper equipment and accessories;
- k) Clean blinds with suitable product;
- l) Remove stains from walls; and
- m) Sweep the garage.

### **SEMI-ANNUAL SERVICES.**

Clean Carpet in hallways and area of kitchen and reception.

### **ANNUAL SERVICES.**

Clean all exterior glass surfaces (including windows and upper portion of glass panels on the front of the building).

### **CLEANING DETAILS.**

- a) The BNC shall be notified when anything requires repair or replacement;
- b) Receptacles shall be kept clean and odor free all the times;
- c) Trash and paper shall not be allowed to accumulate in hallways or overflow receptions;
- d) Dumpster sites shall be kept clean and orderly;
- e) Vacuumed carpet shall present a uniformly clean appearance both in open spaces and in inaccessible areas under and around furniture, in corners and along edges;
- f) Plumbing problems shall be reported to the maintenance staff for corrective action; and
- g) The company must use paper towels for the restrooms.

### **2.5. SUPPLIES.**

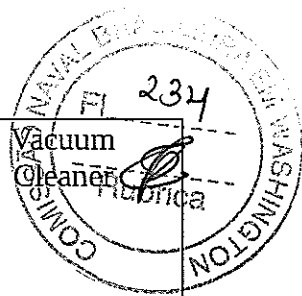
2.5.1 The company shall furnish all supplies necessary for the work required: Toilet paper, Paper Towels, Wax, Paper Toilet seat covers, Germicidal Detergent and etc.

2.5.2 The BNC may request samples of the products offered.

2.5.3 All supplies provided by the company shall be compatible with the existing dispensers at all locations.

2.5.4 The company must keep all the supplies in the Garage. No supplies are authorized to be in the kitchen, under steps or closets.

2.5.5 Supplies List – Keep it Stocked.



|  |   |  |   |  |
|--|---|--|---|--|
| Broom & Dustpan                                | Feather duster (doesn't need to be replaced very often)   | <u>Kitchen cleaners</u> (such as sink scrubbers and disinfecting counter sprays) | Rubber Gloves                             | Vacuum Cleaner                                     |
| Bleach   | Floor cleaning solution (if not using a vinegar dilution) | Lysol or Other Floor Cleaning Solutions  | Sponge Mop                                | Vinegar (to use as a floor and/or surface cleaner) |
| Cleaning Supply Cart                           | Glass cleaner   | Micro-fiber cleaning cloths (can be re-used for quite some time)                 | Soft-Scrub                                | Wood Polish  |
| Cleaning Towels – For General Surface Cleaning | Gloves (disposable or reusable)                           | Mold & Mildew Cleaner  | Stainless Steel Cleaning Polish or Powder | XXX  |
| Carpet spot/stain remover                      | <u>Hand soap</u> (such as Dial, Purell, or Softsoap)      | Plastic Buckets  | Trash Bags                                | XXX  |
| Dust Towels                                    | XXX   | <u>Paper towels</u> (Bounty is a popular brand)                                  | Toilet bowl cleaner                       | XXX  |
| Dish soap                                      | XXX   | Paper Toilet seat covers   | Toilet paper                              | XXX  |

**2.6 EQUIPMENT.**

2.6.1 All necessary cleaning equipment, including brooms, mops, power drivers, floors scrubbing machines, back pack vacuum cleaners, and all the necessary motor trucks and etc., needed for the performance of the Service required by the BNC shall be furnished by the company.

2.6.2 Such equipment must be of the size and the type of office requirements and no equipment shall be used which is harmful to the facility.

2.6.3 All equipment must be in good condition at all times.

**2.7 PERSONNEL REQUIREMENTS.**

2.7.1 The company shall screen all applicants and employ only qualified personnel under this contract.

2.7.2 The company will assign a sufficient number of personnel to provide necessary supervision to the company's personnel, assist with daily cleaning and be responsible for quality assurance. The janitors must have at least 01 year of experience, be able to read and understand the chemical labels, job instructions and signs. As well as good communication skills and have to understand and speak Portuguese or Spanish.

2.7.3 The company will be responsible to train the employee and supervise the work;

2.7.4 Employee Identification and Building Access: All employees shall wear uniforms with badge that bear the company name/log and person name. The uniforms must be clean and neat at all times.



2.7.5 Access to the facilities shall be directed to the BNC administration. Company's employees shall not leave the premises during working hours except in case of emergency and with approval of the company's administrator or designee.

2.7.6 The company will supply the name of the employees and phone number in case of emergency. No one is allowed to bring another person to the building other than authorized employees of the company. Unauthorized access may be cause for termination of the Contract.

2.7.7 The BNC reserves the right to require immediate removal of any company personnel if the BNC determines that the individual is unfit for the service for any reason not contrary to law. The company must have enough employees to provide a replacement within 24 hours.

2.7.8 The company must have daily quality control checklist, to be used for inspection daily. The BNC may request to see the checklist at any time.

2.7.9 The company shall keep at all times a worker's compensation policy to cover the entire work-force used in the BNC facility. A copy of this WC Policy shall be submitted to the BNC.

**2.7.10 At least one employee must understand and speak Portuguese or Spanish.**

### **CLAUSE 3 - SUPERVISION.**

3.1 The contractor undertakes to provide the cleaning service described in the object, according to the periodicity established, which will be monitored and supervised by a Brazilian Navy military personnel, which will make daily, weekly, monthly, semiannual and annual inspection , and negligence observed will be reported.

3.2 The company should provide a supervisor name, and contact information, in order to allow BNC to resolve any issues during business hours.

3.3 The contractor must inform any change of employees two days in advance.

3.4 The execution of this Contract will be supervised by BNC .

### **CLAUSE 4 - PRICE.**

4.1 The annual fixed price is this contract is US\$ 41,606.40 and the monthly price is of US \$3,467.20 (three thousand and four hundred and sixty seven dollars and twenty cents.)

4.2 During the term of this contract, the amount fixed above cannot change.

### **CLAUSE 5 - INVOICES.**

5.1 The invoices issued by the Contractor must be in strict compliance with this Contract and with any amendment that may have been agreed and signed by the parties.

5.2 The invoices should be issued by the contractor, in letterhead paper.

5.3 All invoices should contain the contractor's banking information for payment.

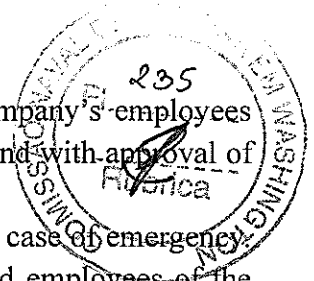
5.4 Invoices should be sent to BNC to the email address: [cnbw.services@marinha.mil.br](mailto:cnbw.services@marinha.mil.br).

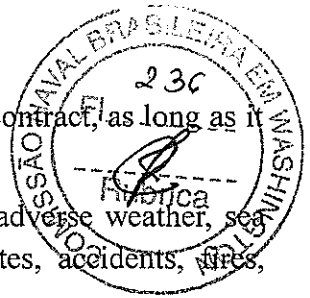
### **CLAUSE 6 - PAYMENT CONDITIONS.**

6.1 The payment agreed in this Contract is referring to 30 days after the presentation of the respective invoice.

6.2 Monthly payments are subject to discounts resulting from administrative penalties, due to non-compliance with the contracted service routine.

### **CLAUSE 7 - DELAYS ARISING FROM FORCE MAJEURE.**





7.1 Neither party is responsible for the total or partial non-performance of the contract, as long as it is due to force majeure.

7.2 Due to Force Majeure, may include natural disasters, floods, hurricanes, adverse weather, sea hazards, war (declared or not), civil insurrection, riots, strikes, labor disputes, accidents, fires, explosions, or any cause other than reasonable control of the affected Party.

#### **CLAUSE 8 - NOTIFICATION.**

8.1 The Contractor is obligated to notify the contracting party with 3 business days in advance, in order to be aware of any and all reasons preventing partially or totally, of the execution of the contract.

8.2 The contractor, likewise, undertakes to notify the contractor, observing the response period of 3 business days, in the event of non-compliance with the contract, this act being indispensable for the beginning of the initiation of the respective Administrative Process for Determining Liability of Legal Entities.

8.3 All notifications must be written in English and addressed to the contacts below:

- Contracting Party: Brazilian Naval Commission in Washington  
Attn: Contracts and Public Bids Division  
Contract Number: 70200/21-02/00  
Tel: (202) 244-3950 – ext.: 341  
Email: giselebeaudoin@marinha.mil.br /josilene@marinha.mil.br

- Contractor: Jamol Speight.
- Contractor's Company's Name: Jackpot Janitorial & Commercial Services, LLC
- Contractor's Phone Number: (202) 945-3201
- Contractor Email address: info@jackpotjanitorial.com

#### **CLAUSE 9 - SUBCONTRACTING.**

Subcontracting is allowed, without there being any prejudice to the performance of the contracted services, and the contractor is entirely responsible the burden of subcontracting.

#### **CLAUSE 10 - APPLICABLE LAWS.**

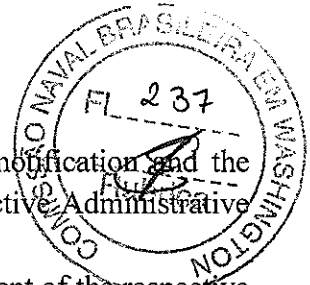
10.1 In addition to the application of the rules of Law 8.666 / 1993, this contract will be governed by the laws of the District of Columbia-USA.

10.2 Parties must fully comply with all applicable federal and state regulations and local laws and rules.

10.3 All parties will comply with local environmental laws, rules and regulations.

#### **CLAUSE 11 - ADMINISTRATIVE PENALTIES.**

11.1 In the event of the Contractor's failure to comply with its obligations under this Contract, BNC will notify the Contractor, who will have 03 business days to reply.



11.2 BNC has the right to reject any unreasonable justification or challenge.

11.3 If there is partial or total non-execution of the contract, after a previous notification and the contractor's reply, BNC understanding that there was no justification, the respective Administrative Process for Determining the Contractor's Liability will be initiated.

11.4 In the event of item 11.3, BNC will notify the contractor about the establishment of the respective Administrative Process for Determining the Contractor's Liability, with the deadline for presentation of justification within 5 business days.

11.5 In the event of rejection of the justification presented, BNC may apply the penalties below, including compensation for the damage suffered, and any and all repairs that may be necessary:

a) Warning: BNC will issue a formal letter to the Contractor notifying him of his contractual obligations.

b) Fine: to be paid within 15 (fifteen) days from the receipt of the formal letter, with the following hypothesis: 0.01% (one hundredth percent) per day of unjustified delay in the contracted service provision, up to the limit of 10% (ten percent) of the total price of this contract.

c) Temporary suspension: for a period of up to 2 (two) years, participation in procurement and bidding processes of the Brazilian Naval Commission in Washington and other entities of the Brazilian government, if the Contractor:

I - not sign the contract related to Bidding Process nº 01/2021;

II - submit false documentation;

III - unreasonably delaying the provision of services covered by this Contract;

IV - fail to honor their price proposal or violate the execution / performance of the Contract; and

V - behave in a dishonorable manner or commit tax fraud.

d) Permanent suspension: the Contractor will not be authorized to participate in the bidding process or contract with the Brazilian Naval Commission in Washington as long as the reasons that motivated the application of such penalty persist or until it is rehabilitated by the authority that applied the penalty.

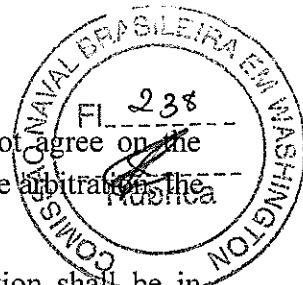
11.6 The amount of the fine applied in the administrative process can be discounted from any payments due and / or billed for payment to the Contractor, plus a fine of 1% (one percent) per month for the delay, but it cannot exceed 10% of the value of this Contract .

11.7 The Contractor may appeal to BNC to reconsider any penalty that has been imposed, within a maximum period of 5 (five) business days, for penalties mentioned in a), b) and c), and 10 (ten) days for item d) . The deadline will be counted from the receipt of the Notice of Penalty Application by BNC. BNC will have 10 (ten) business days to issue the Contractor's appeal decision.

## **CLAUSE 12 - DISPUTES.**

12.1 If the parties are unable to settle disputes arising out of or for relating to this Contract amicably, any controversy or claim arising out of or relating to this Contract shall be determined by arbitration in accordance with the International Arbitration Rules of the "American Arbitration Association".

12.2 The place of arbitration shall be Washington, D.C., the number of arbitrators shall be three, and the award of the arbitrators shall be final and binding on the parties. Each party shall select one arbitrator within 30 (thirty) days after the commencement of the arbitration and the two arbitrators shall select a third. If either party fails to select an arbitrator within such time period, the arbitrator



selected by the other party shall be the sole arbitrator. If the two arbitrators do not agree on the selection of a third arbitrator within 45 (forty-five) days after the commencement of the arbitration, the American Arbitration Association shall select the third arbitrator.

12.3 The arbitration shall be conducted in English language, and all documentation shall be in English. The arbitration award shall be the sole and exclusive remedy between the parties regarding any claims, counterclaims, issues, or accounting presented or plead to the arbitrators. The award shall be payable in U.S Dollars net of any tax, deduction or offset. Any costs, fees, and expenses incurred in connection with enforcing the award shall, be charged against the party resisting such enforcement.

12.4 All notices to be given in connection with the arbitration shall be in the English language and in writing.

**CLAUSE 13 - RESPONSIBILITY TERM.**

The Contractor will be responsible for property damage, or any losses arising from this Contract when it causes it, through direct, indirect action or omission of its employees, or its Subcontractors acting on its behalf.

**CLAUSE 14 - OBLIGATIONS OF THE CONTRACTING PARTY.**

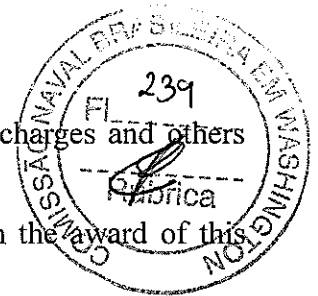
In addition to the other provisions of this contract, the Contracting Party obligations are:

- a) supervise contractual compliance, through daily inspections;
- b) notify the Contractor, in writing, of the irregularities verified in the provision of the cleaning services;
- c) make payment to the Contractor in the manner established in this contract, without delay; and
- d) the Contractor shall not be liable for any commitments assumed by the Contractor with third parties, even if they are linked to the performance of this Contract, as well as for any damages caused to third parties as a result of an act of the Contractor, its employees, agents or subordinates.

**CLAUSE 15 - OBLIGATIONS OF THE CONTRACTOR**

In addition to the other provisions of this contract, the Contractor's obligations are:

- a) comply with the provision of services under the terms of this contract, without delays, interruptions or failures;
- b) after signing the contract, present to BNC, the names of its employees and identifications, so that they are duly accredited for entry into the building of the Brazilian Naval Commission;
- c) communicate to BNC, in writing, within 48 hours in advance, of any employee replacements that are necessary;
- d) maintain, throughout the execution of the contract, in accordance with the obligations assumed, all the qualification conditions required in Bidding Process No. 01/2021 (Online Reverse Bid);
- e) the Contractor must perform the service provision through appropriate persons, assuming full responsibility for any damages or failures;



- f) take on any and all charges, relating to salaries, overtime, additional social charges and others relating to its employees;
- g) take on the responsibility for fiscal and commercial expenses resulting from the award of this Bidding Process No. 01/2021 (Online Reverse Bid); and
- h) take responsibility for any accident at work, involving its employees or subcontractors, that may occur during the provision of services.

**CLAUSE 16 - TERMINATION.**

BNC may terminate the Contract by a written notice to the contracted if:

- a) the Contractor exceeds the agreed delivery date, established in this Contract, and the delay is not justified by force majeure;
- b) the Contractor fails to comply with any contractual obligations and fails to take steps to remedy such default after receiving a written notification from BNC requesting it to do so;
- c) the Contractor becomes insolvent, goes into voluntary or compulsory liquidation, except for merger purposes; and
- d) the Contractor transfers or assigns its rights and obligations under the Contract without the written consent of BNC.

**CLAUSE 17 - EFFECTIVE DATE.**

This Contract shall be in effect and enforceable upon the signature of both parties, commencing on May 10<sup>th</sup> 2021 and expiring on May 10<sup>th</sup> 2022.

**CLAUSE 18 - ADDENDUM TERMS.**

This Contract may only be changed by means of an Addendum. The change must be agreed, dated and signed by the Contractor and the BNC.

**CLAUSE 19 - BUDGET ALLOCATION.**

To meet the costs of payments and expenses mentioned in this Contract, the resources were allocated through the budget line PT05122003220000001.

**CLAUSE 20 - OMITTED CASES.**

Omitted cases will be decided by the contractor in accordance with the Brazilian laws and principles.

**CLAUSE 21 - PUBLICATION.**

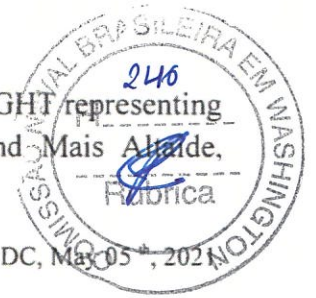
BNC undertakes to publish all information concerning to the Bidding Process nº 01/2021 (Online Reverse Bid) on its official website.

**CLAUSE 22 - COPIES**

This Contract is made in two original counterparts: one for BNC e one for the Contractor.

And, it is hereby agreed that both parties have accepted the provisions of this Contract, which was read, agreed and signed by Captain JOSÉ AUGUSTO CORREIA NETO, President of the

Brazilian Naval Commission in Washington, representing BNC, and JAMOL SPEIGHT representing the Contractor, witnessed by Guillermo Cruz Vizaco, BNC representative, and Mais Altaie, Contracted representative.



Washington DC, May 05<sup>th</sup>, 2021

*José Augusto Correia Neto*  
JOSÉ AUGUSTO CORREIA NETO  
Captain  
President

JAMOL SPEIGHT  
Director of Operations  
Contractor Representative

Witness:

*Guillermo Cruz Vizaco*  
GUILLERMO CRUZ VIZACO  
Commander, Brazilian Navy  
Head of the Purchasing Department

*jamol speight*

MAIS ALTAIE  
Marketing & Sales Manager  
Contractor Representative

*Mais*