

REQUEST FOR PROPOSAL 001/2024

**Administrative concession for the provision of Public Lighting services in the Municipality of
Foz do Iguaçu/PR**

EDITAL
PREÂMBULO

A versão em língua inglesa deste Anexo é meramente referencial, não vinculante. A única versão oficial do documento está redigida em língua portuguesa, cujo conteúdo é vinculante para todos os interessados. Em caso de dúvidas de interpretação entre a versão traduzida do Anexo 1.8, em inglês, e a versão oficial, redigida em língua portuguesa, prevalecerá a versão em língua portuguesa, documento oficial da licitação.

Request for Proposal
PREAMBLE

The English version of this Request for Proposal is not binding to the parties. The Portuguese version of the document is the only official version of the public bidding, and it is binding to all stakeholders. In case any questions regarding interpretation arise between this English version and the Portuguese version of this Request for Proposal, the Portuguese version shall prevail, as the only official document for public bidding

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CHAPTER I – PREAMBLE

The Municipality of Foz do Iguaçu, through the MUNICIPAL DEPARTMENT OF WORKS, makes public, through this REQUEST FOR PROPOSAL, the conditions of the PUBLIC BIDDING, in the form of competition for the granting of an Administrative Concession, with the purpose of selecting the best proposal for the delegation of STREET LIGHTING SERVICES of the MUNICIPALITY, including installation, improvement, development, modernization, expansion, streamlining energy, operation, and maintenance of the MUNICIPAL STREET LIGHTING NETWORK.

This PUBLIC BIDDING shall be governed by the rules set forth in this REQUEST FOR PROPOSAL and its APPENDICES, and by the APPLICABLE LEGISLATION.

As enabled by Article 191 of Federal Law 14,133/2021, the BIDDING ADMINISTRATIVE PROCESS will be regulated by Federal Law 8.666/1993, without prejudice to the observation of other dispositions described in the APPLICABLE LEGISLATION.

References to the rules applicable in Brazil and those applicable especially to this REQUEST FOR PROPOSAL shall also be understood as references to the legislation that modifies or replaces them.

The PUBLIC BIDDING was duly authorized, under the terms of the MUNICIPAL LAW AUTHORIZING THE PPP, taking into consideration the publication in the OFFICIAL GAZETTE of the RESOLUTION OF THE STEERING COUSELER OF THE PUBLIC-PRIVATE PARTNERSHIP PROGRAM.

Attached to the BIDDING ADMINISTRATIVE PROCEDURE are the documents that prove compliance with the requirements prior to carrying out this bidding procedure, provided for in the legislation, especially: (i) the competent authorization for the PPP bidding; (ii) estimate of the budgetary-financial impact in the years in which this CONTRACT AGREEMENT is in force; (iii) statement by the originator of the expense on the compatibility of the expenses with the Budget Directives Law and the Annual Budget Law, with a forecast of the object in the Pluriannual Plan in force; and (iv) estimate of the flow of public resources sufficient for the fulfillment, over the term of the CONTRACT AGREEMENT and per financial year, of the obligations undertaken by the Public Administration.

The project and its documents, including the REQUEST FOR PROPOSAL and the draft CONTRACT AGREEMENT, were submitted to PUBLIC CONSULTATION, in accordance with Article 10, item VI, of the PPP FEDERAL LAW and this PUBLIC BIDDING was preceded by a PUBLIC HEARING, in accordance with the BIDDING FEDERAL LAW.

The adjudication criterion shall be the lowest value of the MONTHLY OFFERED PAYMENT to be paid by the GRANTING AUTHORITY to the CONCESSIONAIRE.

COMMERCIAL PROPOSALS and other documents necessary for participation in the PUBLIC BIDDING shall be received at the BIDDING ADDRESS, in keeping with the ENVELOPES DELIVERY DATE.

CHAPTER II – DEFINITIONS AND INTERPRETATION

1. DEFINITIONS

1.1. For the purposes of this REQUEST FOR PROPOSAL and its APPENDICES, including the CONTRACT AGREEMENT and its ATTACHMENTS, and without prejudice to other definitions established herein, the terms, phrases, and expressions written in capital letters shall be understood and interpreted according to the DEFINITIONS OF THE RFP AND CONTRACT AGREEMENT.

1.1.1. The definitions contained in said APPENDIX shall be equally applied in the singular and plural forms.

2. INTERPRETATION

2.1. Except when the context does not allow such an interpretation:

i. in case of discrepancy between the REQUEST FOR PROPOSAL and the APPENDICES, the provisions of the REQUEST FOR PROPOSAL shall prevail;

ii. in case of divergence between the APPENDICES, those issued by the GRANTING AUTHORITY shall prevail;

iii. in case of discrepancy between:

a. hard copy documents and those recorded electronically, the printed texts shall prevail; and

b. numbers and their expression in full, the full form shall prevail.

2.2. The titles of the chapters and items of the REQUEST FOR PROPOSAL and the APPENDICES shall not be used in their application or interpretation.

3. GENERAL PROVISIONS

3.1. Time indications refer to the official time of Brasilia.

3.2. The deadlines established in days, in the REQUEST FOR PROPOSAL, in the draft CONTRACT AGREEMENT, and in the ANNEXES, shall be counted in consecutive days, unless expressly referred to as business days.

3.2.1. In all cases of deadline calculation, the first day should be excluded, and the last day of the deadline should be included.

3.2.2. Unless otherwise specified, deadlines commence and expire only on business days of the GRANTING AUTHORITY, extending to the next business day in cases where the start or expiration date coincides with a non-business day.

3.3. All correspondence related to the REQUEST FOR PROPOSAL sent to the BIDDING COMMITTEE will be considered as officially received on the date of its receipt by the recipient, taking into account the specified cutoff times in this REQUEST FOR PROPOSAL. This includes correspondence directed to the EMAIL ADDRESS, which, if received after 6:00 PM (six hours), will be deemed received on the next business day.

3.4. The law applicable to the CONTRACT AGREEMENT will be the Brazilian legislation with its informing principles, and no reference to foreign or international law shall be admitted, except in the interpretation of documents submitted by foreign companies without authorization to operate in Brazil to verify their equivalence concerning the requirements established in this REQUEST FOR PROPOSAL.

3.5. The PROPONENTS, by participating in the PUBLIC BIDDING, represent to know all the rules that govern the CONCESSION and agree to be subject to provisions, the penalty system provided therein, and other rules contained therein, even if not expressly transcribed in this instrument and in its APPENDICES.

3.6. The PROPONENTS are fully responsible for the direct analysis of all data and information about the CONCESSION, as well as for reviewing the current condition of the CONCESSION ASSETS and other physical structures pertaining to the SERVICES, and they are also responsible for bearing all costs and expenses pertaining to the necessary measures for the preparation of its COMMERCIAL PROPOSAL, as well as the participation in the PUBLIC BIDDING.

3.6.1. The GRANTING AUTHORITY is exempt from any responsibility or reimbursement pertaining to the costs and expenses mentioned in item 3.6, regardless of the result of the PUBLIC BIDDING.

3.6.2. The information, assessments, research, investigations, surveys, projects, spreadsheets, and other documents or data pertaining to the MUNICIPAL STREET LIGHTING NETWORK and the SERVICES were carried out and arranged for the exclusive purposes of pricing the CONCESSION, not presenting, before potential PROPONENTS, any binding character or any effect from the point of view of the responsibility of the GRANTING AUTHORITY vis-à-vis the PROPONENTS or the

future CONCESSIONAIRE.

3.7. PROPONENTS are also fully responsible for reviewing all instructions, conditions, requirements, laws, decrees, standards, specifications, and regulations applicable to the PUBLIC BIDDING and the CONTRACT AGREEMENT.

CHAPTER III – LIST OF APPENDICES

4. APPENDICES OF THE REQUEST FOR PROPOSAL

4.1. For all purposes, the following APPENDICES are part of the REQUEST FOR PROPOSAL:

- i. APPENDIX 1 – DEFINITIONS OF THE REQUEST FOR PROPOSAL AND CONTRACT AGREEMENT
- ii. APPENDIX 2 – DRAFT CONTRACT AGREEMENT
- iii. APPENDIX 3 – CLARIFICATION REQUEST TEMPLATE
- iv. APPENDIX 4 – PRESENTATION LETTER FOR COMMERCIAL PROPOSAL TEMPLATE
- v. APPENDIX 5 – PRESENTATION LETTER FOR THE QUALIFICATION DOCUMENTS TEMPLATE
- vi. APPENDIX 6 – GENERAL STATEMENT TEMPLATE
- vii. APPENDIX 7 – PROXY TEMPLATE
- viii. APPENDIX 8 – DECLARATION TEMPLATE ON TIEBREAKER CRITERIA
- ix. APPENDIX 9 – DECLARATION OF SUBMISSION TO BRAZILIAN LEGISLATION AND WAIVER OF DIPLOMATIC ROUTE TEMPLATE
- x. APPENDIX 10 – EQUIVALENCE DECLARATION TEMPLATE
- xi. APPENDIX 11 – EQUIVALENT DOCUMENT NON-EXISTENCE DECLARATION TEMPLATE
- xii. APPENDIX 12 – B3 PROCEDURE MANUAL

CHAPTER IV – PUBLIC BIDDING RULES

5. PURPOSE OF THE REQUEST FOR PROPOSAL

5.1. The purpose of the REQUEST FOR PROPOSAL is the delegation, through an Administrative Concession, of the provision of SERVICES in the MUNICIPALITY, as provided in the draft CONTRACT AGREEMENT and its ATTACHMENTS.

5.2. The specification of the purpose referred to above can be found in the CONTRACT AGREEMENT and in its ATTACHMENTS, in particular in the SERVICES AND INVESTMENTS SPECIFICATIONS and in the MINIMUM ENVIRONMENTAL SPECIFICATIONS.

5.3. The performance of the purpose shall comply with the provisions of the rules, standards, and other procedures contained in the applicable legislation, in this REQUEST FOR PROPOSAL and in its APPENDICES, as well as in the CONTRACT AGREEMENT and its ATTACHMENTS and in the documentation presented by the ADJUDICATOR.

5.4. The PUBLIC BIDDING shall be processed with adjudication of the COMMERCIAL PROPOSAL at a time prior to the analysis of the QUALIFICATION DOCUMENTS, by the regularly established BIDDING COMMITTEE, in compliance with the rules, procedures, and deadlines established in this REQUEST FOR PROPOSAL, pursuant to Article 13 of PPP FEDERAL LAW.

6. ACCESS TO REQUEST FOR PROPOSAL

6.1. Subject to the rules for providing information and studies pertaining to this PUBLIC BIDDING, the REQUEST FOR PROPOSAL, its spreadsheets and forms, as well as data, assessments, information, and documents of the CONCESSION, may be obtained (i) in electronic media, free of charge or in hard copy requested directly from the MUNICIPAL SECRETARY, upon payment for the copies or (ii) on the WEBSITE free of charge.

6.1.1. The documentation provided to the PROPONENTS may not be reproduced, disclosed, and used, in whole or in part, for any purposes other than those expressed in the REQUEST FOR PROPOSAL.

6.1.2. Obtaining any documents in a manner other than that indicated in item 0, does not generate any liability for the GRANTING AUTHORITY.

6.2. A obtenção do EDITAL não é condição para participação na LICITAÇÃO, mas a participação pressupõe a aceitação de todos os termos e condições do EDITAL.

7. CLARIFICATION REQUEST ABOUT THE REQUEST FOR PROPOSAL

7.1. If any interested party needs additional clarifications on the REQUEST FOR PROPOSAL, it shall request them from the BIDDING COMMITTEE within a period of up to 12 (twelve) business days before the ENVELOPES DELIVERY DATE, as follows:

i. preferably by means of an email addressed to the EMAIL ADDRESS , with the title “REQUEST FOR CLARIFICATIONS – REQUEST FOR PROPOSAL – STREET LIGHTING PPP,” accompanied by the file containing the questions made according to the CLARIFICATION REQUEST TEMPLATE, in unprotected “.doc” or “.docx” format, accompanied by a copy in “.pdf” format; or

ii. alternatively by means of physical mail filed with the MUNICIPAL SECRETARY, addressed to the Chairman of the BIDDING COMMITTEE, stating the questions according to the CLARIFICATION REQUEST TEMPLATE, printed and on magnetic media (flash drive), with the respective file recorded in “.doc” format” or unprotected “.docx,” accompanied by a copy in “.pdf” format.

7.2. The BIDDING COMMITTEE shall not answer questions that have been made in noncompliance with the provisions of item 7.1.

7.3. The BIDDING COMMITTEE shall publish the answers to requests for clarification, without identifying the person responsible for the request, on the WEBSITE within a maximum period of 1 (one) business day before the ENVELOPES DELIVERY DATE and shall endeavor efforts to disclose the answers as speedy as possible.

7.4. PROPONENTS may also withdraw a copy of the clarification minutes on the REQUEST FOR PROPOSAL at the BIDDING COMMITTEE room, located at the headquarters of the MUNICIPAL SECRETARY.

7.5. All responses by the BIDDING COMMITTEE to requests for clarification made pursuant to this item 7 shall be recorded in the minutes, which shall be an integral part of this REQUEST FOR PROPOSAL.

7.6. Since no requests for clarification are made, it is assumed that the information and elements provided in this REQUEST FOR PROPOSAL are sufficiently clear and precise to allow the preparation of the COMMERCIAL PROPOSAL, the presentation of QUALIFICATION DOCUMENTS and the GUARANTEE OF THE PROPOSAL, as well as for the performance of all acts to be carried out within the scope of the PUBLIC BIDDING, with the PROPONENTS having no right to any further clarification request.

8. CHALLENGE TO THE REQUEST FOR PROPOSAL

8.1. Under penalty of forfeiture of this right, any challenge to the REQUEST FOR PROPOSAL shall be sent preferably to the EMAIL ADDRESS, or, alternatively, filed in hard copy at the headquarters of the MUNICIPAL SECRETARY, as follows:

- i. by any person, within 5 (five) business days prior to the ENVELOPES DELIVERY DATE; or
- ii. by any PROPONENTS of the PUBLIC BIDDING, up to 2 (two) business days prior to the ENVELOPES DELIVERY DATE.

8.2. Objections to the REQUEST FOR PROPOSAL shall be exclusively in writing, duly signed by the person in charge, and, in the case of a legal entity, by its legal representative or proxy, addressed to the Chairman of BIDDING COMMITTEE and delivered in keeping with the provisions of item 8.1 and abiding by the legal conditions, stating CNPJ/CPF, the corporate name/full name, phone number(s), and email address of the interested party.

8.3. A challenge made in a timely manner shall not prevent the interested party from participating in the PUBLIC BIDDING.

8.4. The BIDDING COMMITTEE shall publish the result of the challenge judgment with publication in the WEBSITE:

- i. Within 3 (three) business days if presented in the form of item 8.1.i, of the REQUEST FOR PROPOSAL; or
- ii. Within 1 (one) business day before the ENVELOPES DELIVERY DATE if presented in the form of item 8.1.ii of the REQUEST FOR PROPOSAL.

9. TERM AND VALUE OF THE CONCESSION

9.1. The CONCESSION shall have a period of 13 (thirteen) years, counted from the ASSUMPTION DATE, as established in the draft CONTRACT AGREEMENT, and may be extended under the terms of the law.

9.2. The ESTIMATED VALUE OF THE CONTRACT AGREEMENT is R\$ 190.802.907,81 (one hundred and ninety million, eight hundred and two thousand, nine hundred and seven reais and eighty-one cents), on the BASE DATE.

9.3. The ESTIMATED VALUE OF THE CONTRACT AGREEMENT is for reference purposes only and cannot be raised by the PROPONENT for any purposes, nor by the CONCESSIONAIRE to support claims for resumption of the economic-financial balance.

10. CONDITIONS FOR PARTICIPATION IN THE PUBLIC BIDDING

10.1. Brazilian or foreign companies authorized or not to operate in Brazil that fully comply with all the terms and conditions of this REQUEST FOR PROPOSAL, including the applicable legislation, may participate in the PUBLIC BIDDING.

10.3.1. For the purposes of this PUBLIC BIDDING, closed or open private pension entities, financial institutions, foundations, investment funds, and companies engaged in financial investment activities are equivalent to companies and, therefore, shall be admitted to participate in this REQUEST FOR PROPOSAL.

10.2. Limitations to participation

- i. Legal entities that, individually or in a CONSORTIUM, directly or indirectly, may not participate in the PUBLIC BIDDING if they:
 - i. have been temporarily suspended, barred, prohibited, or declared ineligible to bid or contract with the Public Administration, including, but not limited to, situations outlined in the FEDERAL PROCUREMENT LAW, Federal Law 10,520/2002, COMPETITION DEFENSE LAW, FEDERAL LAW OF ACCESS TO INFORMATION, and LAW OF ADMINISTRATIVE IMPROBITY;
 - ii. have incurred the penalty of interdiction of rights owing to environmental offense, pursuant to Article 10 of the ENVIRONMENTAL CRIMES LAW;
 - iii. have been included in the registers referred to in Articles 22 and 23 of the ANTI-CORRUPTION LAW;
 - iv. have manager(s) or technical responsible(s), currently or in the last 180 (one hundred and eighty) days prior to the date of publication of the REQUEST FOR PROPOSAL, holding servant positions or employments in the authorities or entities contracting or responsible for the PUBLIC BIDDING, or public agent(s) prevented from contracting with the Public Administration owing to constitutional or legal prohibition;
 - v. are, on the ENVELOPES DELIVERY DATE, under bankruptcy, concourse of creditors, bankruptcy or insolvency, in the process of dissolution or liquidation;
 - vi. are, on the ENVELOPES DELIVERY DATE under judicial or extrajudicial reorganization regime reorganization without a reorganization plan accepted or approved, as required in item 16.2.3, of the REQUEST FOR PROPOSAL;

vii. are, on the ENVELOPES DELIVERY DATE, under the intervention of the National Supplementary Pension Superintendence – PREVIC or the authority that replaces it; and

viii. have or have maintained, in the last 180 (one hundred and eighty) days prior to the publication of the REQUEST FOR PROPOSAL, a technical, commercial, economic, financial, labor or civil relationship with a manager of the contracting authority or entity or with a public agent that performs an assignment in the PUBLIC BIDDING or acts in the supervision or management of the CONTRACT AGREEMENT, or who is their spouse, partner or relative in a straight line, collateral or by affinity, up to the third degree;

ix. have been convicted in court, with final and unappealable judgment, within 5 (five) years prior to the publication of the REQUEST FOR PROPOSAL, for exploiting child labor, for submitting workers to conditions analogous to slavery or for hiring adolescents in cases prohibited by labor legislation;

x. have, individually or in a CONSORTIUM, participated directly or indirectly in the modeling studies and in the preparation of the REQUEST FOR PROPOSAL and the CONTRACT AGREEMENT as consultants.

10.2.2. The restrictions set out in item i.vi, above, also apply to the CONTROLLERS, CONTROLLED, RELATED PARTIES or entities under common CONTROL of the legal entities contracted by the Support Fund for Structuring Concession Projects and PPP – FEP, managed by Caixa Econômica Federal, for the structuring of this PUBLIC BIDDING, as well as to individuals and other legal entities that have participated in the preparation of the technical studies carried out for the structuring of this PUBLIC BIDDING.

10.3. Participation in CONSORTIUM

10.3.1. If the PROPONENT participates through a CONSORTIUM, the following rules shall be fulfilled, without prejudice to others existing in the remainder of the REQUEST FOR PROPOSAL:

i. each CONSORTIUM MEMBERS shall individually meet the requirements pertaining to LEGAL QUALIFICATION and FISCAL AND LABOR REGULARITY contained in the REQUEST FOR PROPOSAL;

ii. each CONSORTIUM MEMBERS shall individually meet the requirements for the ECONOMIC AND FINANCIAL QUALIFICATION;

- iii. the GUARANTEE OF THE PROPOSAL may be provided by a single CONSORTIUM or divided by the different CONSORTIUM MEMBERS, in the form of item 14.2.7, of the REQUEST FOR PROPOSAL;
- iv. the TECHNICAL QUALIFICATION requirements may be met jointly by the CONSORTIUM, as provided for in this REQUEST FOR PROPOSAL;
- v. the disqualification of any CONSORTIUM MEMBERS shall result in the automatic declassification or disqualification of the CONSORTIUM;
- vi. there shall be no limit to the number of members that may participate in a CONSORTIUM;
- vii. the CONSORTIUM MEMBERS, as well as the entities belonging to their ECONOMIC GROUP, may not participate in the PUBLIC BIDDING separately, through more than one CONSORTIUM, or in any way that results in the submission of more than one proposal by the said companies or the respective ECONOMIC GROUP;
- viii. no PROPONENT may participate in more than one CONSORTIUM, even if through legal entities that are part of the same ECONOMIC GROUP;
- ix. if a PROPONENT participates in a CONSORTIUM, it shall be prevented from participating individually in the PUBLIC BIDDING;
- x. the inclusion, replacement, withdrawal or exclusion of CONSORTIUM MEMBERS shall not be allowed until the CONTRACT AGREEMENT is signed, at which time the contractual rules shall be fulfilled for any change in the CONCESSIONAIRE's corporate structure;
- xi. the CONSORTIUM shall present, in the ENVELOPE 1, an instrument of incorporation or commitment to incorporate an SPE, which shall contain the following information:
 - a. denomination of the CONSORTIUM;
 - b. the objective of the CONSORTIUM, which shall be exclusively for participating in the PUBLIC BIDDING process.
 - c. qualification of CONSORTIUM;
 - d. composition of the CONSORTIUM with the respective

participations of its members;

e. Indication of the leading CONSORTIUM member, to whom explicit powers shall be granted for the execution of acts that fall under the CONSORTIUM's responsibility during the PUBLIC BIDDING process until the CONTRACT AGREEMENT is signed. These acts include receiving notices, responding administratively and judicially for all actions carried out by the CONSORTIUM, submitting communications, signing declarations and other documents, submitting proposals, agreeing to conditions, settling, appealing, withdrawing appeals, and entering into contracts;

f. commitment that the CONSORTIUM MEMBERS shall be jointly and severally liable for all the requirements of the bidding instrument and for the acts performed by the CONSORTIUM owing to the PUBLIC BIDDING, until the signature of the CONTRACT AGREEMENT; and

g. obligation regarding the future incorporation of the SPECIAL PURPOSE COMPANY, which shall reflect the participation of each CONSORTIUM MEMBERS in the shareholding structure of SPECIAL PURPOSE COMPANY;

xii. in the case of a CONSORTIUM between Brazilian and foreign societies, the leadership shall mandatorily be the responsibility of the Brazilian society;

xiii. the participation of a CONSORTIUM established solely by foreign societies shall be accepted, in which case leadership by a Brazilian society shall not be required.

10.4. Participation of a foreign company without authorization to operate in Brazil

10.4.1. Foreign companies without authorization to operate in Brazil, participating either individually or in a CONSORTIUM, shall, as much as possible, meet the requirements of the REQUEST FOR PROPOSAL by submitting documents equivalent to those required, accompanied by a declaration following the MODEL OF DECLARATION OF EQUIVALENCE. They must also have legal representation in Brazil with explicit powers to receive notifications and respond administratively or judicially, as per the MODEL OF POWER OF ATTORNEY.

10.4.2. The equivalent documents shall be presented in order to enable the analysis of their effectiveness and enforceability.

10.4.3. In the event of non-existence of documents equivalent to those requested in this REQUEST FOR PROPOSAL or of the authorities in the country of origin that certifies, a declaration shall be presented, informing this fact, by the PROPONENT, according to the EQUIVALENT DOCUMENT NON-EXISTENCE DECLARATION TEMPLATE.

10.4.4. When possible, in the event of item 10.4.3 above, an alternative document shall be presented that, although not equivalent, meets, as far as possible, the purpose of the document required by the REQUEST FOR PROPOSAL, accompanied by the necessary clarifications that allow its identification in view of the requirements of the REQUEST FOR PROPOSAL.

11. ACCREDITED REPRESENTATIVES

11.1. PROPONENTS must be represented in the PUBLIC BIDDING process by duly accredited REPRESENTATIVES and ACCREDITED PARTICIPANTS, duly constituted and empowered for such purposes.

11.1.1. The PROPONENT must be equipped with a valid identification document at the PUBLIC SESSION.

11.1.2. If the PUBLIC BIDDING process extends beyond the period specified in the power of attorney instruments, Bidders must ensure their respective updates with the BIDDING COMMITTEE, under penalty of not being duly represented in the PUBLIC BIDDING process.

11.2. Each ACCREDITED REPRESENTATIVE may only represent a single PROPONENT.

11.3. Each PROPONENT shall have up to 2 (two) ACCREDITED REPRESENTATIVES.

11.4. The granting of representation powers to ACCREDITED REPRESENTATIVES shall be made by presenting, in ENVELOPE 1, the following documents:

- i. for Brazilian PROPONENTS or those authorized to operate in Brazil:
 - a. in this case, representation of the PROPONENT by a statutory representative or indicated in its articles of association, upon presentation of the articles of association, bylaws, minutes of election or documents proving the powers of representation of the legal representatives, if applicable, the presentation of a simplified certificate issued by the Board of Trade of the PROPONENTS headquarters or a certificate of brief report issued by the notary of a legal entity or competent body is admitted;
 - b. in the case of representation of the PROPONENT by an attorney-in-

fact, upon presentation of a power of attorney instrument that proves powers to perform, on behalf of the PROPONENT, all acts related to the BIDDING, in accordance with the PROXY TEMPLATE, accompanied by documents that prove the powers of the grantors;

ii. in the case of a CONSORTIUM, in addition to the instrument of commitment to set up an SPE, pursuant to item 10.3.i, it must present:

a. power of attorney that grants the powers of representation to the ACCREDITED REPRESENTATIVE, which must be granted by all the CONSORTIUM MEMBERS, and may be granted only by the leader of the CONSORTIUM, if she has the power to do so;

b. documents that prove the powers of the signatories of each of the CONSORTIUM MEMBERS who sign the instrument of commitment to constitute the CONSORTIUM and the act of appointment of the ACCREDITED REPRESENTATIVE, which may be used for this purpose, constitutive acts, and minutes of election or simplified certificate issued by the Board of Trade of the PROPONENT's headquarters or certificate of brief report issued by the notary of a legal entity or competent body.

iii. for foreign PROPONENTS that do not operate in Brazil, upon presentation of a power of attorney instrument granted to the representative resident in Brazil, under the terms of the PROXY TEMPLATE, accompanied by documents proving the powers of the grantors.

11.5. It will be incumbent upon the ACCREDITED REPRESENTATIVES to perform all acts performed by the PROPONENTS before the BIDDING COMMITTEE, as well as to sign all the declarations and documents necessary for participation in the bidding process, including the intermediation contract between the ACCREDITED PARTICIPANT and the PROPONENT.

11.5.1. The presentation of documents by the PROPONENT signed by legal representatives or constituted that are not accredited will be allowed, provided that they are accompanied by documentation proving the powers of the respective signatory.

11.6. The PROPONENT shall be prohibited from initialing or acknowledging documents, as well as from performing any other acts during the PUBLIC BIDDING other than through its ACCREDITED REPRESENTATIVE.

11.6.1. The ACCREDITED REPRESENTATIVES will not be allowed to intervene or perform acts during the PUBLIC SESSION whose practice is the responsibility of

the ACCREDITED PARTICIPANTS.

11.6.2. The prohibition mentioned in itens 11.6 e 11.6.1 above does not prevent the PROPONENT from participating in the PUBLIC BIDDING.

11.7. At any time during the bidding process, the PROPONENT may appoint or replace its ACCREDITED REPRESENTATIVE(S) upon presentation of the documents listed in item 11.4.

12. ACCREDITED PARTICIPANTS

12.1. The ACCREDITED PARTICIPANTS shall represent the PROPONENTS in the practice of the acts performed with B3, especially in the delivery of all ENVELOPES and in the acts of the PUBLIC SESSION private to the ACCREDITED PARTICIPANTS.

12.2. Each ACCREDITED PARTICIPANT may only represent a single PROPONENT and each PROPONENT may only be represented and participate in the PUBLIC BIDDING through a single ACCREDITED PARTICIPANT.

12.3. The intermediation agreement between the ACCREDITED PARTICIPANT and the PROPONENT must have the minimum content specified in the B3 PROCEDURES MANUAL and must be in its original or copy in ENVELOPE 1, accompanied by the corporate act, power of attorney or other documents that prove the powers of the signatories of both parties, and the presentation of documents proving the powers of the representative of the ACCREDITED PARTICIPANT is dispensable. if they have powers registered and updated in B3's system, in compliance with B3's PROCEDURES MANUAL.

12.4. In the event of a CONSORTIUM, a contract may be signed between all the CONSORTIUM MEMBERS with the ACCREDITED PARTICIPANT, or individual contracts between each MEMBER and the ACCREDITED PARTICIPANT, or even a contract between the leading CONSORTIUM MEMBER, on behalf of the CONSORTIUM, provided that it has the power to do so.

13. PRESENTATION OF DOCUMENTATION

13.1. Contents of each ENVELOPE

13.1.1. ENVELOPE 1 shall contain:

- i. GUARANTEE OF THE PROPOSAL, according to item 14;

ii. documents proving the powers of the ACCREDITED REPRESENTATIVE, as per item **Error! Reference source not found.** and the PROXY TEMPLATE;

iii. commitment of Incorporation of SPECIAL PURPOSE COMPANY, provided for in item 10.3.i, of the REQUEST FOR PROPOSAL;

iv. specific declaration under the terms of DECLARATION TEMPLATE ON TIEBREAKER CRITERIA. If it wins, based on the application of said prerogatives, the PROPONENT shall prove its compliance by delivering documents for analysis by the BIDDING COMMITTEE, within a period to be established by it;

v. intermediation contract agreement between the ACCREDITED PARTICIPANT and the PROPONENT, as well as documents proving the powers of the signatories in the form of item 12;

vi. documents proving the powers of the legal representatives of the issuer of the GUARANTEE OF THE PROPOSAL, through a certificate of the managers issued by SUSEP or proof of the representatives issued on the website of the Central Bank, as the case may be, if the issuer's registration at B3 is not up to date, in keeping with the B3 PROCEDURE MANUAL; and

vii. in the case of a foreign PROPONENT without authorization to operate in Brazil, a declaration in accordance with the MODEL OF DECLARATION OF SUBMISSION TO BRAZILIAN LEGISLATION AND RENUNCIATION OF DIPLOMATIC CHANNELS, duly signed.

13.1.2. ENVELOPE 2 shall contain:

i. COMMERCIAL PROPOSAL, according to item 15 and PRESENTATION LETTER FOR THE QUALIFICATION DOCUMENTS.

ii. documents proving the powers of the signatory if he/she is not the ACCREDITED REPRESENTATIVE or the referred supporting documents have not been presented in ENVELOPE 1.

13.1.3. ENVELOPE 3 shall contain:

i. cover letter, duly signed, as set out in the PRESENTATION LETTER FOR THE QUALIFICATION DOCUMENTS;

ii. QUALIFICATION DOCUMENTS, as per item 16;

iii. unified declaration, according to the GENERAL STATEMENT TEMPLATE, duly signed and accompanied by proof of the powers of its signatories;

iv. no caso de PROPONENTE estrangeira sem autorização para funcionar no Brasil, declaração assinada, conforme MODELO DE DECLARAÇÃO DE EQUIVALÊNCIA, ou conforme MODELO DE DECLARAÇÃO DE INEXISTÊNCIA DE DOCUMENTO EQUIVALENTE; and

v. in the case of foreign PROPONENT without authorization to operate in Brazil, signed declaration, as per EQUIVALENCE DECLARATION, or as the MODEL DECLARATION OF NON-EXISTENCE OF EQUIVALENT DOCUMENT.

13.2. Form of Delivery of Documents

13.2.1. ENVELOPES 1, 2 and 3 shall be delivered by all PROPONENTS, on the ENVELOPES DELIVERY DATE at the PUBLIC BIDDING ADDRESS, by a representative of the ACCREDITED PARTICIPANTS, with the documents that prove their powers of representation.

13.2.2. The documents shall be presented in 3 (three) sealed ENVELOPES, distinct and identified on their cover as follows:

ENVELOPE 1

REQUEST FOR PROPOSAL No. 001/2024- ADMINISTRATIVE CONCESSION FOR PROVISION OF STREET LIGHTING SERVICES IN THE MUNICIPALITY OF FOZ DO IGUAÇU/PR

CORPORATE NAME OF THE PROPONENT OR NAME OF THE CONSORTIUM, STATING ITS MEMBERS AND LEADER.

NAME, TELEPHONE, AND EMAIL ADDRESS OF THE ACCREDITED REPRESENTATIVE(S).

ENVELOPE 2

REQUEST FOR PROPOSAL No. 001/2024 - ADMINISTRATIVE CONCESSION FOR PROVISION OF STREET LIGHTING SERVICES IN THE MUNICIPALITY OF FOZ DO IGUAÇU/PR

CORPORATE NAME OF THE PROPONENT OR NAME OF THE CONSORTIUM, STATING ITS MEMBERS AND LEADER.

NAME, TELEPHONE, AND EMAIL ADDRESS OF THE ACCREDITED REPRESENTATIVE(S).

ENVELOPE 3

REQUEST FOR PROPOSAL No. 001/2024- ADMINISTRATIVE CONCESSION FOR PROVISION OF STREET LIGHTING SERVICES IN THE MUNICIPALITY OF FOZ DO IGUAÇU/PR

CORPORATE NAME OF THE PROPONENT OR NAME OF THE CONSORTIUM, STATING ITS MEMBERS AND LEADER.

NAME, TELEPHONE, AND EMAIL ADDRESS OF THE ACCREDITED REPRESENTATIVE(S).

13.2.3. Each of the ENVELOPES shall contain:

- i. Each of the ENVELOPES shall contain 2 (two) identical hard copies, bound separately, with identification of the subtitles “1st copy” and “2nd copy”, the presentation of a simple copy for the 2nd copy is allowed; and
- ii. 1 (one) simple copy of the documentation on magnetic flash memory device (pen drive), in the standard format PDF (Adobe Acrobat), not editable.

13.2.4. The pen drives shall be labeled with the PROPONENT’s name, REQUEST FOR PROPOSAL number and description of the ENVELOPE to which they refer (1, 2 or 3).

13.2.5. All pages with content shall be numbered sequentially, including the back of the sheets, interleaving sheets, catalogues, drawings or similar, if any, regardless of being more than one notebook, from the first to the last page, so that the numbering of the last page

reflects the total number of pages with ENVELOPE content, providing that amendments, erasures, information between lines or inclusions shall not be allowed.

13.2.5.1. Each road will have an opening term and will contain, as its last page, its own "closing term", indicating the number of pages of the road, including the pages of the opening and closing terms, which must also be numbered.

13.2.6. All documents of the "1st copy" shall:

- i. be presented in their original form or certified copy, except for the documents pertaining to the "1st copy" of ENVELOPE 1, which shall be presented in their original copies, which also encompass the documents with electronic signatures and digital certification;
- ii. have all its pages initialed by one of the ACCREDITED REPRESENTATIVES or by a legal representative of the PROPONENT.

13.2.7. ACCREDITED REPRESENTATIVES or the ACCREDITED PARTICIPANT shall initial on the seal of each of the ENVELOPES stated in item 13.2.2, inserting next to the initial, in their own handwriting, their date and time.

13.2.8. Documents shall be presented in clear language, without amendments, erasures, information between the lines or inclusions, and shall abide by the following rules regarding language:

- i. all documents relating to the PUBLIC BIDDING shall be presented in Portuguese, the language in which all documentation submitted shall be understood and interpreted; and
- ii. in the case of documents in a foreign language, they shall only be considered valid if duly certified by the Brazilian consular authority in their country of origin and translated by a sworn translator.

13.2.8.1. In the case of documents issued by entities from Signatory States to the Convention on the Elimination of the Requirement of Legalization of Foreign Public Documents, enacted in Brazil through Federal Decree No. 8660/2016, they may replace the need for authentication by the respective consulate, referred to in item 13.2.8 and 13.2.8.ii above, by affixing the apostille referred to in said Convention, accordingly, and the documentation and the respective apostille shall

be translated by a sworn translator.

13.2.9. Delivery of ENVELOPES by post or any other means not provided for in this item 13.2 or after the deadlines set forth in this REQUEST FOR PROPOSAL shall not be accepted.

13.2.10. The PROPONENTS shall be held liable under civil, administrative and criminal level for the truth of the statements and documents presented.

13.2.10.1. The presentation by the PROPONENT of any invalid or false document on the ENVELOPES DELIVERY DATE shall result in its disqualification from the PUBLIC BIDDING.

13.2.11. All documents and certificates presented in this PUBLIC BIDDING shall be presented, in ENVELOPES DELIVERY DATE, within their respective effective period.

13.2.11.1. For certificates delivered without an express expiration date, a period of 90 (ninety) days shall be considered as of their issuance, unless another effective period is established by law.

13.2.12. The PROPONENT undertakes to notify the BIDDING COMMITTEE, immediately after its occurrence, about any supervening fact or circumstance that changes its ENABLING CONDITIONS, under penalty of disqualification from the PUBLIC BIDDING, without prejudice to the application of applicable administrative, civil, and criminal sanctions.

13.2.13. Save for the exceptions expressly provided in the REQUEST FOR PROPOSAL, documents with qualified electronic signatures (ICP-Brazil standard) or advanced electronic signatures shall be admitted, provided that, in the document presented, there are suitable means for checking its authenticity, as QR Codes or codes for validation on website links expressly indicated in the document in question.

13.2.14. Except when expressly provided for, there is no need for signature certification on the documents that make up the ENVELOPES presented by the PROPONENTS.

13.2.15. All the documents containing amounts denominated in foreign currency shall have the amounts converted into national currency (Real), by applying the exchange rate (PTAX) for sale published by the Central Bank of Brazil on the day immediately prior to the ENVELOPES DELIVERY DATE.

13.2.16. Except for the provisions of item 16.4.3, the QUALIFICATION DOCUMENTS must be in the name of the PROPONENT, observing that:

i. if the PROPONENT is the parent company, all documents must be in the name of the parent company;

ii. if the PROPONENT is the subsidiary, all documents must be in the name of the subsidiary, except for documents that, due to their nature or legal regime, are proven to be issued only in the name of the parent company.

13.2.17. Unopened ENVELOPES may be received by the PROPONENTS, within a period of up to 10 (ten) business days after signature of the CONTRACT AGREEMENT. If they are not withdrawn within this period, they shall be unusable, regardless of any notice or notification.

14. GUARANTEE OF THE PROPOSAL

14.1. Modalities allowed

14.1.1. The GUARANTEE OF THE PROPOSAL may be provided, individually or in combination, through the following modalities:

- i. in security in cash;
- ii. public debt securities;
- iii. surety bonds; or
- iv. bank-issued guarantee.

14.2. Rules applicable to all modalities

14.2.1. The GUARANTEE OF THE PROPOSAL shall be posted in favor of the GRANTING AUTHORITY, in domestic currency, in the amount of R\$ 1.908.000,00 (one million, nine hundred and eight thousand reais), on the BASE DATE, up to 1% (one percent) of the ESTIMATED VALUE OF THE CONTRACT AGREEMENT.

14.2.2. After the ENVELOPES DELIVERY DATE, the GUARANTEE OF THE PROPOSAL can only be modified or replaced with the express and prior consent of the BIDDING COMMITTEE, at the time of its renewal or to recompose its economic value and feasibility conditions.

14.2.3. The purpose of the GUARANTEE OF THE PROPOSAL shall include the payment of indemnity to the GRANTING AUTHORITY, in the amount stated in item 14.2.1, in the event that the PROPONENT fails to comply with any of its obligations arising from the law or the REQUEST FOR PROPOSAL, including the refusal to sign the CONTRACT

AGREEMENT or failure to meet the requirements for its signature, under the conditions and within the period established in the said REQUEST FOR PROPOSAL.

14.2.4. The GUARANTEE OF THE PROPOSAL shall have a minimum effective period of 180 (one hundred and eighty) days from the ENVELOPES DELIVERY DATE, and it is the responsibility of the PROPONENT to ensure the maintenance of its validity until the signing of the CONTRACT AGREEMENT.

14.2.4.1. The validity of the GUARANTEE OF THE PROPOSAL shall comprise the 24 (twenty-four) hours, both from the start date of its validity, i.e., the ENVELOPES DELIVERY DATE, and from the end date of its validity.

14.2.5. In case of extension of the validity of the COMMERCIAL PROPOSAL, or, for any reason, there is the possibility that the GUARANTEE OF THE PROPOSAL may expire before the CONTRACT AGREEMENT is signed, it is the responsibility of the PROPONENT to prove the renewal of the GUARANTEE OF THE PROPOSAL, for an equal period, to the BIDDING COMMITTEE, up to ten (10) days before the expiration of this period.

14.2.5.1. If the PROPONENT does not prove the renewal of the GUARANTEE OF THE PROPOSAL within the period established in item 14.2.5 above, it shall be notified by the BIDDING COMMITTEE to do so within 5 (five) days from the receipt of notification, under penalty of being disqualified from the PUBLIC BIDDING.

14.2.5.2. If the renewal takes place in a period longer than 1 (one) year from its original issue, the GUARANTEE OF THE PROPOSAL shall be adjusted by the IPCA variation, between the month prior to the ENVELOPES DELIVERY DATE and 2 (two) months immediately prior to the renewal.

14.2.5.3. The renewal of the guarantee may be performed by presenting a new valid and current guarantee instrument or by means of a maintenance instrument, such as an endorsement, in the case of surety bonds, or an amendment, in the case of a bank-issued guarantee.

14.2.6. If the PROPONENT participates alone, the GUARANTEE OF THE PROPOSAL shall be submitted in its own name.

14.2.7. In the case of a CONSORTIUM, the GUARANTEE OF THE PROPOSAL shall be presented:

i. in a single instrument that has one or more members of the CONSORTIUM as borrower, regardless of the percentage of participation of the CONSORTIUM MEMBERS; or

ii. in different instruments, each issued by a CONSORTIUM MEMBER, regardless of its percentage of participation in the CONSORTIUM, provided that the added guarantees reach the amount required in item 14.2.1.

14.2.7.1. In both cases:

i. the GUARANTEE OF THE PROPOSAL shall ensure the responsibility of the CONSORTIUM, and the instrument that guarantees only the participation of the CONSORTIUM MEMBER is prohibited;

ii. the name of the CONSORTIUM, the corporate names of all consortium members and their respective CNPJ, as well as the indication of the participation percentages must be included in the GUARANTEE OF THE PROPOSAL, especially in the cases of Surety Bond and Bank Guarantee; and

iii. GUARANTEE OF THE PROPOSAL will not be accepted if they use the CONSORTIUM's corporate name and its respective CNPJ as borrower/guarantor/holder/depositary, and one or more members of the CONSORTIUM that has legal personality must necessarily appear as borrower/guarantor/holder/depositary.

14.2.7.2. In the event of a joint contribution of the GUARANTEE OF THE PROPOSAL, each MEMBER may opt separately for one of the types of guarantee admitted in this REQUEST FOR PROPOSAL, without prejudice to the choice by the other MEMBERS of a different type.

14.2.8. In the case of an investment fund, the GUARANTEE OF THE PROPOSAL shall be posted by the trustee or manager of the fund, as provided for in the fund's regulations and shall contain an indication of the corporate name of the fund and its trustee and/or manager, accordingly.

14.2.9. The GUARANTEE OF THE PROPOSAL, posted in any of the ways provided for in this REQUEST FOR PROPOSAL, shall be unconditional and may not contain a clause excluding liabilities undertaken by the PROPONENT or by the issuers of the guarantees, in

relation to the PROPONENT's participation in this PUBLIC BIDDING.

14.2.10. PROPONENTS that do not present the GUARANTEE OF THE PROPOSAL under the conditions established in this REQUEST FOR PROPOSAL shall be prevented from participating in the PUBLIC BIDDING and shall have the other documents returned.

14.2.11. The BIDDING COMMITTEE shall analyze the regularity and effectiveness of the GUARANTEES OF THE PROPOSALS.

14.2.12. The GUARANTEE OF THE PROPOSAL shall be responsible for the penalties and indemnities owed by the PROPONENTS during the PUBLIC BIDDING, until the CONTRACT AGREEMENT is signed, up to the limit of its value.

14.2.13. If the amount of the GUARANTEE OF THE PROPOSAL is insufficient to cover the penalties and/or indemnities imposed, the PROPONENT shall be required to pay the remaining amounts within the same period stated for the payment of the penalty or indemnity imposed on it.

14.2.14. After the PUBLIC BIDDING is closed, the GUARANTEES OF THE PROPOSALS of all PROPONENTS shall be returned within 10 (ten) business days after the signature of the CONTRACT AGREEMENT or after the date of publication of the revocation or cancellation of the PUBLIC BIDDING.

14.3. Security in cash

14.3.1. In the case of a cash deposit, the GUARANTEE OF THE PROPOSAL must be provided in national currency, and the PROPONENTS who opt for this modality must send, within 3 (three) business days before the DATE OF DELIVERY OF THE ENVELOPES, an e-mail to the BIDDING COMMITTEE, through the ELECTRONIC ADDRESS with the subject "Request for Proposal No. 001/2024 - Instructions - Procedure for the Deposit of Deposit", requesting the guidelines for making the bank deposit, the proof of which must be presented in ENVELOPE 1, under penalty of ineffectiveness of the provision of the guarantee.

14.4. Public debt instrument

14.4.1. In the case of the GUARANTEE OF THE PROPOSAL provided under the form of guarantee of federal public securities regulated by Federal Law No. 10,179, of February 6, 2001, these will be guaranteed in favor of the GRANTING AUTHORITY, by means of a deposit made under the terms of MANUAL B3, and the following must be observed:

- i. the PROPONENT(s) holding their own portfolio of federal government

securities shall make the contribution of the GUARANTEE OF THE PROPOSAL by transferring these securities in the Special Settlement and Custody System – SELIC, to the account maintained by B3 in the system;

ii. Only the following titles will be accepted: Prefixed Treasury (National Treasury Bills – LTN), SELIC Treasury (Financial Treasury Bills – LFT), National Treasury Bills series B (NTN – B), National Treasury Bills series B Principal (NTN – B Principal), Treasury IGPM+ with Semesterly Interest (National Treasury Notes - series C - NTN -C) or Prefixed Treasury with Semiannual Interest (National Treasury Bills - series F - NTN-F), which shall be issued in book-entry form, upon registration in a centralized settlement and custody system authorized by the Central Bank of Brazil;

iii. the Public Bonds will be valued daily by their economic value, as defined by the Ministry of Finance and calculated by B3.

14.5. Surety bond

14.5.1. If posted in the surety bond modality, the GUARANTEE OF THE PROPOSAL shall be issued by a domestic or foreign insurance company authorized to operate by SUSEP, and the policy shall be in keeping with the provisions of the Circular of the Superintendence of Private Insurance – SUSEP No. 662, dated April 11, 2022, and other conditions in force stipulated by the Superintendency of Private Insurance – SUSEP.

14.5.2. The GUARANTEES OF THE PROPOSALS posted in the security bond modalities shall also contain the signature of the managers of the issuing company, with proof of the respective powers of representation, providing that the Certificate of Administrators issued by SUSEP shall be admitted.

14.5.3. The policy shall contain:

- i. indication of the PROPONENT as policyholder and the GRANTING AUTHORITY as its exclusive beneficiary;
- ii. digital certification and its authenticity shall be checked in the means informed in the policy or by other suitable means that allow the verification of its authenticity;
- iii. statement by the insurer that it is aware of and accepts the terms and conditions of the REQUEST FOR PROPOSAL;

- iv. statement by the insurer that it shall pay the amounts provided for herein within a maximum period of 30 (thirty) days, counted from the date of delivery of all documents listed by the insurer as necessary for the characterization and regulation of the claim;
- v. the right of the insured to demand from the insurer the indemnity owing for the non-fulfillment by the policyholder of the obligations covered by the performance bond policy, when the notification made to the policyholder is unsuccessful; and
- vi. the object of the policy shall contemplate the provisions of item **Error! Reference source not found.** of this REQUEST FOR PROPOSAL.

14.5.4. Clauses that exempt the PROPONENTS or the insurance company from their responsibilities cannot be added to the policies.

14.6. Bank-issued guarantee

14.6.1. In the case of bank-issued guarantee, the GUARANTEE OF THE PROPOSAL shall be issued by financial institutions that comply with the template provided in B3 PROCEDURE MANUAL's Annex B and with the following conditions:

- i. are authorized to operate in Brazil, according to Brazilian legislation and the financial industry's own regulations;
- ii. are classified between the first and second floors, that is, between "A" and "B," on the long-term rating scale of at least one of the risk rating agencies, Fitch Ratings, Moody's or Standard & Poors;
- iii. are authorized by the Central Bank of Brazil to issue Letters of Guarantee;
- iv. abide by the prohibitions of the National Monetary Council regarding indebtedness limits and risk diversification; and;
- v. have an EMVIA system, to verify the authenticity of the letter of guarantee by B3.

14.6.2. The bank-issued guarantee shall be submitted by means of an original bank letter and contain the notarized signature of the guarantor's legal representatives, so copies of any kind and electronic signatures will not be accepted.

- 14.6.2.1. The bank-issued guarantee shall be accompanied by proof of the powers of the signatories of the letter to post bond in the name and responsibility of

the guaranteeing institution.

14.6.2.2. The bank-issued guarantee shall also be signed by 2 (two) witnesses.

14.6.3. The bank-issued guarantee shall contain:

i. indication of the PROPONENT as guarantor and the GRANTING AUTHORITY as its exclusively beneficiary;

ii. express waiver by the guarantor institution of the rights provided for in Articles 827, 835, 837, 838 and 839, of Federal Law 10406, dated January 2, 2002 (Brazilian Civil Code) and Article 794 of Federal Law 13105, dated March 16, 2015 (Code of Civil Procedure);

iii. statement from the guarantor institution that it knows and accepts the terms and conditions of the REQUEST FOR PROPOSAL;

iv. commitment of the guarantor institution that it shall make payments arising from fines and losses pertaining to the PUBLIC BIDDING, within a maximum period of 48 (forty-eight) hours, counted from the receipt of the written notification sent by the GRANTING AUTHORITY;

v. declaration that the guarantor institution shall not allege any objection or opposition from the secured party or raised by it in order to excuse itself from the fulfillment of the obligation undertaken before the GRANTING AUTHORITY;

vi. obligation of the guarantor institution to bear the payment of arbitration, judicial or extrajudicial expenses in the event that the GRANTING AUTHORITY goes to court to demand compliance with the obligation pertaining to the Letter of Guarantee;

vii. declaration that the letter of guarantee is duly accounted for, fully abiding by the regulations and authorizations of the Central Bank of Brazil currently in force, in addition to complying with the precepts of the applicable banking legislation;

viii. obrigação de que a instituição fiadora, antes de dar baixa contábil à fiança, confirmará com o PODER CONCEDENTE a liberação da afiançada em relação à obrigação garantida;

ix. statement from the institution guaranteeing its share capital and that the value of the letter of guarantee is within the limits authorized by the Central Bank of Brazil; and

x. initials on the obverse and on other pages that do not contain signatures.

14.6.4. No clauses may be added in the bank-issued guarantee that exempt the PROPONENT or the guarantor institution from their responsibilities.

14.7. B3 Support

14.7.1. PROPONENTS shall abide by the provisions in the B3 PROCEDURE MANUAL when posting the GUARANTEE OF THE PROPOSAL.

14.7.2. The blocking of public debt securities as guarantee shall be carried out in accordance with the operational routines set out in the B3 PROCEDURE MANUAL.

14.7.3. The PROPONENT shall be exempt from the presentation:

- i. of a document inside ENVELOPE 1, when the proposal guarantee is presented through the guarantee of public debt securities, provided that the assessment can occur digitally, through an official custody system; and
- ii. of the presentation of documents proving the powers of representation of the performance bonds and bank guarantee signatories, when the issuer of the instrument has an updated registry as issuer of guarantees at B3.

15. COMMERCIAL PROPOSAL

15.1. The COMMERCIAL PROPOSAL shall correspond to the PRESENTATION LETTER FOR COMMERCIAL PROPOSAL TEMPLATE, duly completed and signed.

15.2. The COMMERCIAL PROPOSAL shall state the lowest amount of MONTHLY OFFERED PAYMENT, in (national currency (Real - R\$)), to two decimal places, on the BASE DATE, which the PROPONENT expects to receive for the provision of SERVICES, after the implementation of all CONCESSION MILESTONES and considering obtaining the maximum value of the GENERAL PERFORMANCE INDEX.

15.3. The COMMERCIAL PROPOSAL is unconditional, irrevocable, and irreversible during its term and shall consider:

- i. all investments, taxes, costs (including, but not limited to, costs to comply with labor rights) and expenses (including, but not limited to, financial ones) required for the operation of the CONCESSION;
- ii. the risks to be assumed by the CONCESSIONAIRE due to the operation of the CONCESSION, including those pertaining to the exploitation of RELATED ACTIVITIES;

iii. the REIMBURSEMENT VALUES, as provided for in item 22.1.2.i of this REQUEST FOR PROPOSAL;

iv. the existence of REVERSIBLE ASSETS, abiding by the conditions established in the CONTRACT AGREEMENT;

v. the term of 13 (thirteen) years for the CONCESSION; and

vi. the limit of R\$ 1.120.699,81 (one million, one hundred and twenty thousand, six hundred and ninety-nine reais and eighty-one cents), on the BASE DATE, as MAXIMUM MONTHLY AVAILABILITY PAYMENT.

15.4. The COMMERCIAL PROPOSAL shall be valid for 180 (one hundred and eighty) days, counted from the ENVELOPES DELIVERY DATE, maintaining all its conditions during this period.

15.4.1. If the PUBLIC BIDDING may have a duration longer than the validity period, it will be incumbent on the PROPONENT to renew the validity of the PROPOSAL, for an equal period, in 10 (ten) days before the expiration of the COMMERCIAL PROPOSAL.

15.4.2. If the PROPONENT does not prove the renewal of the COMMERCIAL PROPOSAL within the period set forth in item 15.4.1, it will be notified by the BIDDING COMMITTEE to do so within 5 (five) days from the receipt of notification, under penalty of being disqualified from the PUBLIC BIDDING.

15.4.3. In case of refusing to extend the validity of the COMMERCIAL PROPOSAL, the PROPONENT will be excluded from the PUBLIC BIDDING and will have the return of its GUARANTEE OF THE PROPOSAL authorized by the BIDDING COMMITTEE, without the application of any penalty to the withdrawing PROPONENT.

15.5. The documents corresponding to the COMMERCIAL PROPOSAL may be kept by the GRANTING AUTHORITY to form a bidding database.

16. QUALIFICATION DOCUMENTS

16.1. Legal Qualification

16.1.1. For LEGAL QUALIFICATION, the PROPONENT shall present an incorporation act, Articles of Incorporation or Organization in force, accompanied by its amendments if not consolidated, and proof of the PROPONENT's managers in office, duly registered in the business registry or competent body.

16.1.2. When the PROPONENT is a financial institution, it shall present, in addition to the

documents referred to in item 16.1.1 above: proof of authorization to operate as a financial institution by the Central Bank of Brazil (BACEN).

16.1.3. When the PROPONENT is an open or closed supplementary pension entity, it shall present, in addition to the documents referred to in item 16.1.1 above, proof of express and specific authorization regarding the incorporation and operation of the supplementary pension entity, granted by the competent supervisor body.

16.1.4. When the PROPONENT is an investment fund, it shall submit, in addition to the documents referred to in item 16.1.1:

- i. certified copy of the instrument of establishment and the entire content of the regulation (and its subsequent amendments, if any) in force, duly accompanied by a document proving its registration at the Registry of Deeds and Documents or at the Securities and Exchange Commission (CVM), pursuant to CVM/SIN Circular Letter No. 12/19;
- ii. proof of hiring a manager, if any, as well as election of the acting trustee;
- iii. proof of registration of the investment fund with CVM;
- iv. proof that the investment fund is duly authorized by the shareholders meeting to participate in the PUBLIC BIDDING and that its manager can represent it in all acts and for all purposes of the PUBLIC BIDDING, undertaking on behalf of the investment fund all obligations and rights arising from the PUBLIC BIDDING;
- v. proof of registration of the trustee and, if any, of the investment fund manager, with CVM.

16.1.5. In the case of a foreign investment fund, a document analogous to the registration with CVM, from the country of origin, shall be presented.

16.1.6. In the case of foreign legal entities, it shall be required, additionally, authorization decree or equivalent and act of registration or authorization for operation, issued by the competent authority, when the activity so requires.

16.1.6.1. The documentation provided for in item 16.1.6 is waived for foreign legal entities without authorization to operate in Brazil.

16.2. Economic and Financial Qualification

16.2.1. For ECONOMIC AND FINANCIAL QUALIFICATION:

- i. in the case of a business company, certificate of no filing for bankruptcy or court-supervised reorganization, issued by the judicial distributor(s) of the district (civil courts) of the city where the society is headquartered, and, for the case of judicial districts where there is more than one distributor, a supporting certificate from the distributor offices in the PROPONENT's district should also be presented;
- ii. in the case of a non-business company or other form of legal entity, clearance certificate issued by the judicial distributor of civil courts in general (execution proceedings) of the judicial district of the MUNICIPALITY where the PROPONENT is headquartered.

16.2.2. The certificates referred to above shall be dated a maximum of 90 (ninety) days prior to the ENVELOPES DELIVERY DATE.

16.2.3. In the case of a certificate indicating the existence of court-supervised or out-of-court reorganization, the PROPONENT shall present a document proving its economic and financial capacity.

16.2.3.1. Proof of economic and financial capacity referred to in item 16.2.3 above shall be made upon presentation of a certificate (of status of judicial process) issued by the court responsible for the reorganization process, confirming that the court-supervised reorganization was judicially granted and that it is in force or, in the case of out-of-court reorganization, that the out-of-court reorganization plan has been approved by the competent court.

16.2.4. When the PROPONENT is an open or closed private pension entity, it shall submit, in addition to the documents referred to in item 16.2.1, a declaration that the plans and benefits managed by it are not under liquidation or intervention by the National Superintendence of Supplementary Pension Plan – PREVIC, Superintendence of Private Insurance – SUSEP or authority that replaces it.

16.2.5. When the PROPONENT is an investment fund, it shall submit, in addition to the documents referred to in item 16.2.1:

- i. certificate of no bankruptcy of the trustee and manager of the fund, issued by the distribution notary office(s) at their headquarters, dated up to 90 (ninety) calendar days prior to the ENVELOPES DELIVERY DATE, and, additionally, also

present a certificate attesting lack of intervention process by the Central Bank of Brazil in the face of the trustee of the respective fund;

ii. proof that the trustee, manager, and fund are not in the process of judicial liquidation, by means of a certificate issued by the distribution notary(s) of their headquarters, or in extrajudicial liquidation before the Central Bank of Brazil.

16.3. Fiscal and Labor Regularity

16.3.1. For proof of FISCAL AND LABOR REGULARITY:

i. proof of registration with the National Registry of Legal Entities of the Ministry of Finance – CNPJ;

ii. proof of registration with the municipal and/or state Taxpayers' Registry, if any, pertaining to the PROPONENT's domicile or headquarters, or declaration signed by the PROPONENT that it does not have a municipal and/or state registry;

iii. proof of regularity regarding Social Security and with the Guarantee Fund for Length of Service (FGTS);

iv. joint clearance certificate, issued by the Federal Revenue of Brazil (RFB) and the Office of the General Counsel for the Federal Treasury (PGFN), regarding the taxes administered by RFB, the social security contributions and the overdue federal tax liability managed by PGFN;

v. proof of regularity, regarding security taxes, with the State and Municipal Treasury of the PROPONENT's headquarters or, in the event that it is not possible to issue a certificate of absence of tax debts due to the PROPONENT not having state and/or municipal registration, a declaration signed by the PROPONENT, under the penalties of the law, that nothing is owed to the Municipal and/or State Treasury; and

vi. proof of non-existence of delinquent debts before the Labor Court, upon presentation of a Clearance Certificate of Labor Debts, pursuant to the BIDDING FEDERAL LAW and the provisions of Title VII-A of Decree-Law No. 5452/43 (Consolidation of Labor Laws).

16.3.2. Clearance certificates or certificates of suspended debt that establish that the debts are judicially guaranteed or with their enforceability suspended shall be accepted as proof of FISCAL AND LABOR REGULARITY.

16.3.2.1. If any certificate of debt does not contain the information in sub-

item 16.3.2 above, it shall be presented in ENVELOPE 3 the proof of discharge and/or certificates that bring the updated situation of the action or administrative procedures adopted for tax regularization, with a deadline maximum of 90 (ninety) days prior to the date of the PUBLIC SESSION.

16.4. Technical-Operational Qualification

16.4.1. For the purposes of its TECHNICAL QUALIFICATION, the PROPONENT, individually or via the CONSORTIUM, shall demonstrate it has prior experience, as responsible for the management or administration of an enterprise, whether or not belonging to the public lighting industry, in which it has raised funds for the execution of the investments of at least R\$ 27.400,000.00 (twenty-seven million, four hundred thousand reais), thus considered as own or third-party resources, the latter hypothesis having to include long-term return, subject to the following conditions:

- i. for the purpose of achieving the value provided above, the sum of supporting documents is allowed, provided that, at least in one of the experiences referred to in the supporting documents, the PROPONENT proves the raising of the value of, at least, R\$ 13.700,000.00 (thirteen million, seven hundred thousand reais);
- ii. documents proving enterprises in which the value raised is less than 50% (fifty percent), to two decimal places, rounded down, of the amount required in item **Error! Reference source not found.**i, of the REQUEST FOR PROPOSAL shall not be accepted;
- iii. for proof of experience required in item **Error! Reference source not found.**, will be accepted investments already made or to be made, provided that the PROPONENT proves that already promoted the effective raising of the corresponding resources;
- iv. for evidence of experience required in item **Error! Reference source not found.**, it will be considered as investments in the acquisition and installation of equipment, construction, renovation or expansion pertaining to the enterprise presented;
- v. to prove that the return on invested capital, with third-party funds, is long-term, the PROPONENT should demonstrate, by presenting a relevant contractual instrument, applicable exclusively for the purpose of proving the debt, that the term of the financing has exceeded or equals to exceeds 5 (five) years;
- vi. experiences in the condition of contracting, task, integrated or semi-

integrated contracting, even if they involve the execution of works, the supply of materials or the provision of services, regulated by Federal Law No. 8,666/1993, will not be considered for the purposes of complying with item 16.4.1 of this REQUEST FOR PROPOSAL; by Federal Law No. 10,520/2002; by Federal Law No. 12,462/2011 or Federal Law No. 14,133/2021;

vii. Lease or lease of assets, efficiency or similar contracts are exempt from the prohibition of item VI, subject to the other requirements of item 16.4.1, whose return occurs over the contractual term equal to or greater than five (5) years; and

viii. the amounts described in the supporting documents of Sub-item 16.4. shall be updated, from the investment's reference date to the BASE DATE, based on the IPCA or, failing that, by another official inflation index.

16.4.2. They shall be accepted as supporting documents for the purpose of fulfilling the item 16.4.1:

i. technical capacity certificate issued by the legal entity contracting the enterprise or by a regulatory or inspection body of the contract agreement object;

ii. proof of contracting a financial instrument through a copy of the contract agreement duly signed by the parties or certificates provided by financial institutions;

iii. deed of public or private issue of debentures;

iv. proof of issuance of shares on the open capital market;

v. proof of investment fund's incorporation; or

vi. a statement from the PROPONENT or from a CONTROLLED, CONTROLLING or COMMON CONTROL entity that proves the subscription and payment of capital in a special purpose company linked to the project, through the presentation of an audited financial statement and other documents that are necessary for an unequivocal demonstration of the payment, such as proof of bank transfer and bank statement that demonstrates the balance of the bank account of the purpose company specific.

16.4.3. The experience required in Sub-item 16.4 may also be proven by means of certificates issued on behalf of a company that is part of the same ECONOMIC GROUP as the PROPONENT.

16.4.3.1. The relationship between the PROPONENT and the society holding

the documents proving the experiences contained in item 16.4 of this REQUEST FOR PROPOSAL shall be proven by presenting (i) an organization chart of the ECONOMIC GROUP that demonstrates the corporate relationship(s) between the PROPONENT and the society holding said supporting documents; and (ii) corporate documents, pursuant to the applicable legislation, which support the corporate relationships indicated in that organization chart, such as Articles of Incorporation, Articles of Organization, share registration books (including book-entry shares), share register transfer books (including book-entry shares) and members' or shareholders' agreements.

16.4.4. The following rules shall be considered to prove the experience provided for in Subitem 16.4 of the REQUEST FOR PROPOSAL:

- i. in the event that the PROPONENT presents supporting document(s) stating its individual responsibility for the raising of funds, for the realization of the corresponding investment(s) or for the performance of the enterprise(s), the total value contained in such document(s) will be considered;
- ii. in the event that the PROPONENT presents document(s) in which it has acted as a CONSORTIUM MEMBER, partner or shareholder, the proportion in the respective CONSORTIUM or company shall be taken into consideration, and this proportion shall be applied to the total value of the investment(s) contained in the supporting document(s).

16.4.4.1. For the purposes of proving the percentage of interest of the CONSORTIUM MEMBER, partner, or shareholder, if this is not expressly stated in the affidavit or certificate, a copy of the instrument of establishment of the CONSORTIUM or company's instrument of constitution shall be attached to the affidavit or certificate.

16.4.5. It is recommended that the documents referred to in Sub-item 16.4.2 **Error! Reference source not found.** contain:

- i. mention to the corresponding enterprise;
- ii. characteristics of the activities and services developed;
- iii. the characteristics of the amounts raised and the investments to be made or already made;
- iv. the start and end dates of the investments;

- v. the start and end dates of participation in the CONSORTIUM or in the company responsible for the project, if applicable;
- vi. description of the activities carried out in the CONSORTIUM or company responsible for the project, when the certificate or document has been issued in the name of the CONSORTIUM or the company;
- vii. location of activities and services;
- viii. corporate name of the issuer of the document;
- ix. name and identification of the signatory of the document; and
- x. other technical information necessary and sufficient for the evaluation of the experiences by the BIDDING COMMITTEE.

16.4.5.1. If the supporting documents do not have the information referred to in item **Error! Reference source not found.** above, they shall be sent in a separate declaration by the PROPONENT, accompanied by documents that corroborate its content, without prejudice to additional steps to be taken at the discretion of the BIDDING COMMITTEE.

16.4.6. In the presentation of the certificates required by item **Error! Reference source not found.** the PROPONENT shall fulfill the PRESENTATION LETTER FOR THE QUALIFICATION DOCUMENTS TEMPLATE, expressly stating the document presented for the purposes of TECHNICAL QUALIFICATION and the value of the investment that shall be considered.

17. BIDDING COMMITTEE

17.1. The PUBLIC BIDDING shall be processed and adjudicated by the BIDDING COMMITTEE, which shall conduct the necessary activities for its development.

17.1.1. The BIDDING COMMITTEE may request assistance from the MUNICIPAL SECRETARY, the MUNICIPAL Attorney General's Office, consultants, as well as other members of the municipal government who are not part of the BIDDING COMMITTEE.

17.1.2. In the performance of its assignments, the BIDDING COMMITTEE may also use the assistance of third parties, providers of specialized technical services, especially for the analysis of the GUARANTEE OF THE PROPOSAL provided for in this REQUEST FOR PROPOSAL.

17.2. In addition to the prerogatives that implicitly derive from its legal function, the BIDDING

COMMITTEE may:

- i. ask the PROPONENTS, at any time, for clarification on the documents presented by them;
- ii. carry out due diligence, including by consulting websites, aimed at clarifying and requesting information:
 - a. confirm the authenticity and timeliness of the information contained in the documents;
 - b. check the feasibility of their COMMERCIAL PROPOSAL;
 - c. remedy failures, to complement insufficiencies or even to make formal corrections in the course of the procedure, under the terms of the FEDERAL PPP LAW.
- iii. publish notices about the PUBLIC BIDDING;
- iv. suspend, postpone or extend, abiding by the legal limits, deadlines, and events dealt with in the REQUEST FOR PROPOSAL, in the case of public interest, ACT OF GOD or FORCE MAJEURE, without the PROPONENTS being entitled to indemnity or reimbursement of costs and expenses in any capacity; and
- v. remedy official irregularities, when possible.

17.3. Any formal failures in delivery or formal defects in the documents contained in the ENVELOPES may be remedied by the BIDDING COMMITTEE, by reasoned act, registered and accessible to all, within a period established by it, according to the peculiarities of each case, fulfilling the speed of the PUBLIC BIDDING, noting that:

- i. a formal flaw or defect is considered to be one that does not denature the object of the document presented and its legal validity, and that allows the checking, with due security, the information contained in the document; and
- ii. diligence is possible for the completion of information and insufficiencies according to item 17.2.ii.c, including, but not limited to, the updating of documents whose validity has expired after the ENVELOPES DELIVERY DATE, observing the BIDDING FEDERAL LAW rules for diligence.

17.4. Any alteration in the REQUEST FOR PROPOSAL that affects the conditions of participation in the PUBLIC BIDDING, the positing of the GUARANTEE OF THE PROPOSAL, the preparation

of the COMMERCIAL PROPOSAL or the presentation of QUALIFICATION DOCUMENTS shall be published in the OFFICIAL GAZETTE, on the WEBSITE and in the other means used for initial provision of documentation.

17.4.1. Changes to the REQUEST FOR PROPOSAL that do not fit item ii above may only be published on the WEBSITE.

17.4.2. The opinion of the BIDDING COMMITTEE favorable to the objection and the answers to the clarifications shall only change the ENVELOPES DELIVERY DATE and subsequent dates, when the change implemented to the REQUEST FOR PROPOSAL unequivocally affects the conditions of participation in the PUBLIC BIDDING, the offer of the GUARANTEE OF THE PROPOSAL, preparation of the COMMERCIAL PROPOSAL or the submission of QUALIFICATION DOCUMENTS, in which case the REQUEST FOR PROPOSAL shall be republished, pursuant to the BIDDING FEDERAL LAW.

17.5. Refusal to provide information and documents and to comply with the requirements requested by the BIDDING COMMITTEE, within the deadlines determined by it and in keeping with the terms of this REQUEST FOR PROPOSAL, may lead to the disqualification of the PROPONENT and the execution of the GUARANTEE OF THE PROPOSAL.

18. ORDER OF PUBLIC BIDDING PROCEDURES

18.1. The receipt of the ENVELOPES and the PUBLIC SESSION shall follow the order of events indicated in this REQUEST FOR PROPOSAL.

18.2. The practice of acts by the PROPONENTS shall abide by the order and the respective dates for each stage of the PUBLIC BIDDING, with preclusion of the exercise of faculties referring to already consummated stages of the PUBLIC BIDDING, except in the hypotheses provided for in the REQUEST FOR PROPOSAL.

18.3. In addition to the need to deliver the ENVELOPES on the date and time indicated in this REQUEST FOR PROPOSAL, the PROPONENT's participation in the PUBLIC SESSION shall be subject to the regularity of the documents required in ENVELOPE 1.

18.4. The BIDDING COMMITTEE shall review the regularity of the ENVELOPES 1 presented by the PROPONENTS, and those that do not meet the requirements set forth in the REQUEST FOR PROPOSAL, in relation to that ENVELOPE, shall be disqualified, except for the provisions of item 11.5.1 e 19.3.1.

18.5. Up to 1 business day before the day of the PUBLIC SESSION for the opening of ENVELOPES 2 of all PROPONENTS, the ENVELOPES 1 that have not been accepted and their

reason shall be published on the WEBSITE.

18.6. On the day, time, and place established in this REQUEST FOR PROPOSAL, the BIDDING COMMITTEE shall establish a PUBLIC SESSION for the opening of ENVELOPES 2 of all PROPONENTS and adjudication of the COMMERCIAL PROPOSALS.

18.7. After the start of the PUBLIC SESSION referred to in item 18.6, the ENVELOPES 2 of the eligible PROPONENTS shall be opened and the value of the MONTHLY OFFERED PAYMENT recorded in the COMMERCIAL PROPOSAL of each PROPONENT shall be announced, individually.

18.8. Continuing the PUBLIC SESSION, the BIDDING COMMITTEE shall perform the opening of ENVELOPE 3 of the best ranked PROPONENT and if the PROPONENT meets all the requirements pertaining to the ENABLING CONDITIONS, it shall be declared the winner of the PUBLIC BIDDING.

18.8.1. The BIDDING COMMITTEE may suspend the session to analyze the QUALIFICATION DOCUMENTS, if it is not in a position to issue its decision immediately.

18.9. If the PROPONENT, originally ranking first, does not meet the ENABLING CONDITIONS, the BIDDING COMMITTEE, once the possibilities for remediation, clarification or due diligence have been exhausted, shall open ENVELOPE 3 from the PROPONENT ranked in the second place and so on, successively, according to the ascending order of the COMMERCIAL PROPOSAL values, until one PROPONENT meets the conditions set forth in this REQUEST FOR PROPOSAL.

18.10. Once the winner has been decided, the PROPONENTS shall have the right to view the documentation included in ENVELOPES 1, 2 and 3, and a deadline shall be opened for any appeal against all decisions of the BIDDING COMMITTEE, under the terms of item 20, of this REQUEST FOR PROPOSAL.

18.10.1. If all PROPONENTS expressly refuse the right to appeal, the BIDDING COMMITTEE shall pronounce the outcome of the PUBLIC BIDDING, which shall be forwarded to the HIGHER AUTHORITY for approval and eventual adjudication.

18.10.2. Before the filing of an appeal and after the deadline for counter-arguments, the BIDDING COMMITTEE shall analyze it, in a rehearing court.

18.10.3. If it does not reconsider its decision, the BIDDING COMMITTEE shall forward the records to the HIGHER AUTHORITY for review.

18.11. Once the appeal(s) has been decided, the PUBLIC BIDDING shall be returned to the BIDDING COMMITTEE, which shall continue the bidding process, accordingly.

18.12. Once the decision of the appeal has been enforced, without new administrative appeals at this stage, the BIDDING COMMITTEE shall issue the outcome of the PUBLIC BIDDING, which shall be forwarded to the HIGHER AUTHORITY for approval and subsequent adjudication.

18.13. The BIDDING COMMITTEE, at the end of each of the stages described above, shall carry out an analysis and deliberation on the content of the documents presented, and shall publish its decision in the Official Gazette and on the WEBSITE and the decisions on ENVELOPE 3 are also published in the Official Gazette.

19. ADJUDICATION OF COMMERCIAL PROPOSALS

19.1. The BIDDING COMMITTEE shall disqualify the PROPONENT whose COMMERCIAL PROPOSAL:

- i. does not meet all the requirements established in the applicable legislation and in the REQUEST FOR PROPOSAL;
- ii. contains erasure, blur, information between the lines or language that hinders the exact understanding of the statement;
- iii. contains amendments, inclusions or omissions;
- iv. imply an offer subject to a condition or term not provided for in this REQUEST FOR PROPOSAL;
- v. enter an amount above the MAXIMUM MONTHLY AVAILABILITY PAYMENT;
- vi. submit more than one COMMERCIAL PROPOSAL.

19.2. The classification of COMMERCIAL PROPOSALS shall occur in ascending order of value, therefore, the first place shall be the COMMERCIAL PROPOSAL with the lowest value of MONTHLY OFFERED PAYMENT.

19.3. In the event of a tie in relation to the values presented by the PROPONENTS, the BIDDING COMMITTEE shall abide by the preference rules declared by the PROPONENT in the declaration presented in ENVELOPE 1 under the terms of the DECLARATION TEMPLATE ON TIEBREAKER CRITERIA, and, if the tie persists, carrying out a draw pursuant to Article 45, Paragraph 2 of BIDDING FEDERAL LAW.

19.3.1. If the PROPONENT has not delivered the DECLARATION TEMPLATE ON TIEBREAKER CRITERIA, the BIDDING COMMITTEE shall consider that it does not meet any of the preference and tiebreaker criteria.

20. ADMINISTRATIVE APPEALS

20.1. The PROPONENTS participating in the PUBLIC BIDDING may appeal the decisions of the BIDDING COMMITTEE, the review and analysis of the GUARANTEES OF THE PROPOSALS, the review and adjudication on the COMMERCIAL PROPOSALS and the QUALIFICATION DOCUMENTS, in a single appeal phase, which shall start after the PROPONENT declares winner under the terms of the BIDDING FEDERAL LAW.

20.1.1. The appeal shall be filed within 5 (five) business days, counting from the publication of the corresponding decision.

20.1.2. The appeal filed shall be reported to the other PROPONENTS, which shall be able to challenge it within 5 (five) business day.

20.1.3. Appeals and appellee’s brief shall be addressed to the Chairman of the BIDDING COMMITTEE, who may reconsider his decision within 5 (five) business days or forward them to the HIGHER AUTHORITY, duly informed, for approval or denial, also considering, in this case, the period of 5 (five) business days.

20.2. Appeals shall only be admitted when signed by legal representative(s), ACCREDITED REPRESENTATIVES, attorney-in-fact with specific powers or any person delegated with such specific powers, provided that they are supported by the statement of such powers, and should preferably be sent to the EMAIL ADDRESS or, alternatively, filed in physical form at the MUNICIPAL SECRETARY headquarters, identified as follows:

<p>ADMINISTRATIVE APPEAL</p> <p>REQUEST FOR PROPOSAL No. 001/2024 - ADMINISTRATIVE CONCESSION FOR PROVISION OF STREET LIGHTING SERVICES IN THE MUNICIPALITY OF FOZ DO IGUAÇU/PR</p> <p>C/o: Mr. Chairman of BIDDING COMMITTEE</p>

20.3. Appeals filed after the deadline and time or in a place other than that indicated shall not be entertained.

20.4. The appeal provided for in item 20.1 shall have a mandatory supersedeas, and the competent authority may, in a grounded manner, presenting reasons of public interest, attribute supersedeas to other appeals on other decisions that are not described in tem 20.1, of the REQUEST FOR PROPOSAL.

20.5. Once the trial of any appeals is concluded, the result shall be disclosed on the WEBSITE and published in the Official Gazette, with no further appeal against the decision of the HIGHER AUTHORITY being allowed.

20.6. Acceptance of the appeal shall result in the invalidation only of acts that cannot be used.

20.7. If all PROPONENTS are disqualified or all COMMERCIAL PROPOSALS are disqualified, the BIDDING COMMITTEE may set a period of 8 (eight) business days for the presentation, in a public session, of new QUALIFICATION DOCUMENTS or COMMERCIAL PROPOSALS, with rectification for the causes of their disablements or disqualifications.

21. HOMOLOGATION AND ADJUDICATION

21.1. Once the result of the bidding process has been published and the appeal period has elapsed, the PROPONENT that has submitted the best COMMERCIAL PROPOSAL and has been declared qualified shall be declared the winner, the object being awarded to the winning PROPONENT, and the PUBLIC BIDDING homologation be published in the OFFICIAL GAZETTE.

22. EXECUTION OF THE CONTRACT AGREEMENT

22.1. Obligations prior to the execution of the concession contract agreement

22.1.1. The deadline for signing the CONTRACT AGREEMENT shall be 60 (sixty) days from the publication of the homologation act, extendable once, for an equal period, if requested during its course by the ADJUDICATOR.

22.1.2. The signature of the CONTRACT AGREEMENT shall be conditioned to the fulfillment of the following obligations by the ADJUDICATOR, which shall be evidenced by the presentation of the following documents to the GRANTING AUTHORITY:

- i. proof of payment of the REIMBURSEMENT VALUES;
- ii. proof of incorporation of the SPECIAL PURPOSE COMPANY, in the form of a corporation, with the corresponding certificate from the competent business registry, as well as the respective proof of registration with the National Registry of Legal Entities, abiding by the rules set forth in item 22.1.5;
- iii. description of the shareholding and management structure considered for SPECIAL PURPOSE COMPANY, containing:
 - a. description of types of shares;
 - b. shareholders and their respective interests by type of share;

- c. indication of the CONCESSIONAIRE's corporate composition, which shall, in the case of a CONSORTIUM, reflect the commitment term of item 10.3.i;
 - d. SPECIAL PURPOSE COMPANY shareholders' agreements, accordingly;
 - e. identification of the main managers; and
 - f. description of the principles of corporate governance adopted in the management of SPECIAL PURPOSE COMPANY;
- iv. MINIMUM SUBSCRIPTION AND PAYMENT OF THE SHARE CAPITAL of SPECIAL PURPOSE COMPANY, stating:
- a. subscription: through the opening statement, as well as the subscription bulletin;
 - b. payment: by proof of bank transfer, carried out after the approval date and bank statement showing the balance of the SPE's bank account, in addition to other documents that are required for unequivocal demonstration of compliance with the payment obligation.
- v. evidence of posting of PERFORMANCE BOND;
- vi. proof, within 07 (seven) business days prior to the date of signature of the CONTRACT AGREEMENT, that the ADJUDICATOR has a relationship with a professional who has experience, for a minimum period of 3 (three) years, in the provision of operation and preventive maintenance and corrective services of the quantity corresponding to, at least 20.148 (twenty thousand one hundred and forty-eight) STREET LIGHTING POINTS, providing that:
- a. the sum of certificates to prove the quantity of the number of STREET LIGHTING POINTS is admitted, since at least one of the certificates presents 50% (fifty percent), with two decimal places, rounded down, of the quantity required in item 22.1.2.vi;
 - b. required that the certificates contain at least information about the issuer of the certificate, the professional who performed the services, the characteristics of the services developed, and the period in which they were performed;

c. proof of the relationship by means of an Articles of Organization, registration in the professional card, employee file, employment contract, service provision contract agreement, technical assistance contract agreement or contract of intent signed between the PROPONENT and the qualified professional is admitted, stating that, upon signature of the CONTRACT AGREEMENT, he shall undertake the obligation to participate in the CONCESSION through one of the forms of relationship previously indicated, pursuant to the terms of the CONTRACT AGREEMENT.

d. Won't be considered as valid the presentation of technical responsibility certificates by professionals who, in the form of a regulation, have given rise to the application of the foreseen sanctions of temporary suspension or declaration of unsuitability to bid or contract, as a result of proposed guidance, technical statute of limitations or of any professional act of his responsibility.

22.1.3. The GRANTING AUTHORITY may take the steps it deems necessary to resolve any doubts regarding compliance with the obligations referred to in the previous item.

22.1.4. The payment of the REIMBURSEMENT VALUES owed respectively to FEP and B3 shall be made directly to such entities, without intermediation by the GRANTING AUTHORITY or the BIDDING COMMITTEE, under penalty of not characterizing the condition for signing the CONTRACT AGREEMENT.

22.1.5. The SPECIAL PURPOSE COMPANY that shall enter into the CONTRACT AGREEMENT cannot have any liabilities not pertaining to this REQUEST FOR PROPOSAL.

22.1.5.1. Before delivery of the CONTRACT AGREEMENT, the GRANTING AUTHORITY shall also verify check the fiscal regularity of SPECIAL PURPOSE COMPANY, consult the National Registry of Disreputable and Suspended Companies (Ceis) and the National Registry of Punished Companies (Cnep), issue negative certificates of unsuitability, impediment and labor debts and add them to the respective process.

22.1.5.2. In addition to the information in item 22.1.5.1 above, the GRANTING AUTHORITY may request the submission of balance sheets and other documents proving the non-existence of SPECIAL PURPOSE COMPANY's liabilities, including the settlement of any financing not pertaining to this REQUEST FOR PROPOSAL.

22.1.6. The corporate structure of SPECIAL PURPOSE COMPANY shall abide by, for the entire term of the contract agreement, the prohibition contained in Article 9, Paragraph 4, of the PPP FEDERAL LAW, and its subsequent amendments, regarding the GRANTING AUTHORITY holding the majority of the voting capital.

22.2. Execution of CONTRACT AGREEMENT

22.2.1. Once the requirements of the previous sub-items have been met, the SPECIAL PURPOSE COMPANY shall be called by the GRANTING AUTHORITY to sign the CONTRACT AGREEMENT.

22.2.2. If within the validity period of its COMMERCIAL PROPOSAL and after being summoned, SPECIAL PURPOSE COMPANY refuses to sign the CONTRACT AGREEMENT, or even, the ADJUDICATOR does not present the documentation within the period established in item 22.1.1, within the time frame set forth in paragraph 22.1.1:

- i. the GRANTING AUTHORITY shall apply the sanctions provided for in item 24 and may immediately execute the full value of the GUARANTEE OF THE PROPOSAL, without prejudice to award of damages suffered by the Municipal Public Administration, in the cases where the value of the GUARANTEE OF THE PROPOSAL proves insufficient;
- ii. the BIDDING COMMITTEE may call the other PROPONENTS, in the order of classification of their COMMERCIAL PROPOSALS, to proceed with the signing of the CONTRACT AGREEMENT, after checking the QUALIFICATION DOCUMENTS, under the same conditions proposed by the company ranking first.

22.2.3. The CONTRACT AGREEMENT signed shall be published within 20 (twenty) business days, counted from its signature.

22.2.3.1. For the conclusion of the CONTRACT AGREEMENT, a qualified electronic signature (ICP-Brazil standard) or digital certification that can be verified by its authenticity shall be used.

23. REVOCATION AND NULLITY

23.1. In the event of item 22.2.2 and due to supervening facts, the GRANTING AUTHORITY is authorized to revoke the PUBLIC BIDDING, upon proposal by the BIDDING COMMITTEE, duly justified in furtherance of the public interest, without prejudice to the applicable sanctions.

23.2. The GRANTING AUTHORITY, on its own initiative or at the instigation of third parties, shall annul the PUBLIC BIDDING if any illegality that cannot be remedied is found.

23.3. The nullity of the PUBLIC BIDDING implies the nullity of the CONTRACT AGREEMENT, not generating an obligation to indemnify the GRANTING AUTHORITY, except for what has already been performed up to the date that the nullity is declared and for the damages regularly proven, provided that the nullity is not attributable to the PROPONENT or CONCESSIONAIRE, and the liability is attributed to those that caused it, in keeping with the provisions of the PUBLIC BIDDING FEDERAL LAW.

24. PENALTIES

24.1. The PROPONENT that fails to comply with the REQUEST FOR PROPOSAL, in such a way that threatens the bidding process or that perpetrates any illegal act, is subject to the sanctions provided for therein, including:

- i. refusing to sign the CONTRACT AGREEMENT, without justification accepted by the GRANTING AUTHORITY;
- ii. perpetrating unlawful acts in order to hamper the objectives of the bidding process;
- iii. failing to deliver the documentation required by the REQUEST FOR PROPOSAL, including the documentation required for contracting, according to item 22.1.2;
- iv. not keeping the COMMERCIAL PROPOSAL;
- v. submitting a false statement or documentation required for the REQUEST FOR PROPOSAL or providing a misstatement during the PUBLIC BIDDING;
- vi. defrauding the PUBLIC BIDDING;
- vii. behaving in a dishonest manner;
- viii. undergoing a final conviction for committing, by fraudulent means, fraud of any nature, including, but not limited to, tax fraud in the payment of any taxes;
- ix. carrying out the harmful act provided for in Article 5 of the ANTI-CORRUPTION LAW.

24.2. The administrative penalties to which PROPONENTS are subject are as follows:

- i. fine, proportional to the seriousness of the fault, limited to the value of the GUARANTEE OF THE PROPOSAL;
- ii. temporary suspension of participation in the bidding process and impediment to contract with the Municipal Public Administration, for a period not exceeding 2 (two) years; and

iii. declaration of unsuitability to bid or contract with the Public Administration of all federative entities, while the determining reasons for this punishment last or until their rehabilitation is carried out before the very authority that imposed the penalty, which shall be warranted whenever the GRANTING AUTHORITY is reimbursed for the damages caused and after the expiry of the suspension penalty period of item 24.2.ii.

24.3. The fine sanction may be applied cumulatively with one of the other penalties detailed in Subitem 24.2, under the terms of the BIDDING FEDERAL LAW.

24.4. Opportunity to be heard and adversary proceeding to the PROPONENT shall be ensured, within 5 (five) business days from the summons of the act that applies the penalties provided for in sub-items 24.2.i and 24.2.ii, and 10 (ten) business days, for the hypothesis of application of the declaration of unsuitability.

24.5. In the events provided for Subitems 24.1.i; 24.1.ii; 24.1.iii, 24.1.iv, 24.1.v and 24.1.vi. as well as in others that it deems fit, the GRANTING AUTHORITY shall be entitled to execute the GUARANTEE OF THE PROPOSAL in its full amount, as a fine.

24.6. The sanction of impediment to bid and contract and contract with the Municipal Public Administration may be applied to those who practice the acts provided for in items 24.1.i, 24.1.iii and 24.1.iv, while the sanction of declaration of unsuitability may be applied to those who practice the acts provided for in items 24.1.ii, 24.1.v, 24.1.vi, 24.1.vii, 24.1.**Error! Reference source not found.** and 24.1.**Error! Reference source not found.**.

24.7. The competent authority, when applying sanctions, shall take into account, in keeping with the principle of proportionality and reasonableness:

- i. the nature and seriousness of the offense committed;
- ii. the peculiarities of the specific case;
- iii. aggravating or mitigating circumstances;
- iv. the damages that arise out of it to the Municipal Public Administration;
- v. the implementation or improvement of an integrity program, in accordance with the rules and guidelines of the control bodies.

24.8. The application of sanctions does not exempt the PROPONENT from the obligation to redress the damages or losses that it may cause to the Municipal Public Administration.

24.8.1. Execution of the GUARANTEE OF THE PROPOSAL does not preclude any redress of damages, the value of which, as a fine, shall be considered as the minimum indemnity, and

the GRANTING AUTHORITY shall be responsible for proving the excess loss, as provided for in Article 416 of the Civil Code - Federal Law 10406/2002.

24.9. The sanctions provided for in this item 24 do not preclude the application of the penalties established in the ANTI-CORRUPTION LAW, pursuant to the provisions of its Article 30.

25. FINAL PROVISIONS

25.1. The sanctions for cases of contractual default, as well as the payment conditions, the criteria for adjusting the remuneration, the rules for delivering the object of the PUBLIC BIDDING and the rules for supervision and management of the CONTRACT AGREEMENT, shall be provided for in the CONTRACT AGREEMENT and its ATTACHMENTS.

25.2. The GRANTING AUTHORITY may, at any time, postpone the stages of the PUBLIC BIDDING, under the terms of the applicable legislation, without the PROPONENTS being entitled to indemnity or reimbursement of costs and expenses in any way whatsoever.

Foz do Iguaçu, december 22, 2024

Chairman of BIDDING COMMITTEE

APPENDIX 1 – DEFINITIONS OF THE RFP AND CONTRACT AGREEMENT

For the purposes of this REQUEST FOR PROPOSAL and its APPENDICES, including the CONTRACT AGREEMENT and its ATTACHMENTS, the following definitions apply to the respective phrases:

- 1.1. ABNT: Brazilian Association of Technical Standards;
- 1.2. ADJUDICATOR: PROPONENT to which the object of the PUBLIC BIDDING was awarded;
- 1.3. AFFILIATE: relationship of a certain person or investment fund with any other person or investment fund that is characterized as its CONTROLLER, CONTROLLED or entity under common control, directly or indirectly;
- 1.4. ANEEL: National Electric Energy Agency, a government authority under a special regime linked to the Ministry of Mines and Energy – MME, created by Law 9427 dated December 26, 1996;
- 1.5. ATTACHMENT: each of the documents attached to the draft CONTRACT AGREEMENT;
- 1.6. CONTRACT AGREEMENTUAL YEAR: corresponds to periods of 12 (twelve) months, counted from the ASSUMPTION DATE;
- 1.7. APPENDIX: each of the documents attached to the REQUEST FOR PROPOSAL;
- 1.8. CONCESSION AREA: area corresponding to the entire territory of the MUNICIPALITY, including all STREET LIGHTING POINTS and all the infrastructure of the MUNICIPAL STREET LIGHTING NETWORK contained within that territorial limit;
- 1.9. SPECIAL AREAS: roads where there are public units (Hospital, Health Units, School, Culture and Entertainment Centers, Forum, Police Station, among others) operating at night, roads with greater vulnerability to crime against women and nearby roads the Urban Bus Terminals;
- 1.10. TREE: tree individual on which TREE PRUNING services shall be carried out;
- 1.11. RELATED ACTIVITY: any activity, project, or enterprise associated with the purpose of the CONCESSION, operated by the CONCESSIONAIRE, concomitantly and without prejudice to the provision of SERVICES;
- 1.12. CONCESSIONAIRE’S INCORPORATION ACTS: document that attests the incorporation and legal existence of the CONCESSIONAIRE and defines the essential rules for its management, duly published and registered with the competent bodies;

1.13. PUBLIC HEARING: Public Public Hearing, held on September 18, 2023, in person, with online transmission, at the Auditorium of the Public Prosecutor's Office of Paraná, located at Rua Epifânio Sosa, 111 - Jardim Polo Centro, Foz do Iguaçu;

1.14. HIGHER AUTHORITY: authority, superior to the BIDDING COMMITTEE, in charge of developing a validity judgment on the acts performed in the procedures pertaining to the PUBLIC BIDDING, regarding the fulfillment of constitutional, legal, and public notice rules, being responsible for any review of administrative resources, as well as for the approval of the bidding process and award of the PUBLIC BIDDING's object;

1.15. B3: B3 S.A - Brasil, Bolsa, Balcão, located in the Municipality of São Paulo, XV de Novembro Street, 275 – Centro, responsible for providing specialized technical advisory and operational support services to the BIDDING COMMITTEE regarding the bidding process;

1.16. REVERSIBLE ASSETS: goods indispensable for the continuity of services pertaining to the object of the CONCESSION, which shall be reverted to the GRANTING AUTHORITY by the expiry of the CONTRACT AGREEMENT;

1.17. CONCESSION ASSETS: refer to all assets used by the CONCESSIONAIRE in the performance of the CONTRACT AGREEMENT, including REVERSIBLE ASSETS, encompassing all assets over which the CONCESSIONAIRE has control, those in relation to which the GRANTING AUTHORITY assigns use to the CONCESSIONAIRE and those in relation to which the CONCESSIONAIRE has the duty to guard during the CONCESSION TERM;

1.18. ENERGY SAVING BONUS: bonus that the CONCESSIONAIRE shall be entitled to in the event of additional savings in the consumption of electricity from STREET LIGHTING, according to the guidelines of the PAYMENT MECHANISM, which will be paid in Brazilian currency (Real - R\$);

1.19. REGISTRY: registry updated throughout the CONCESSION TERM, which reflects the composition of the MUNICIPAL STREET LIGHTING NETWORK, in accordance with the provisions of the SERVICES AND INVESTMENTS SPECIFICATIONS;

1.20. BASE REGISTRY: initial registry of the set of equipment of the MUNICIPAL STREET LIGHTING NETWORK presented by the CONCESSIONAIRE, according to the guidelines set forth in the SERVICES AND INVESTMENTS SPECIFICATIONS;

1.21. SERVICES AND INVESTMENTS SPECIFICATIONS: ATTACHMENT to the CONTRACT AGREEMENT containing guidelines and obligations of the CONCESSIONAIRE for the performance of the SERVICES;

1.22. TRAINING: courses or workshops carried out by the INDEPENDENT CERTIFIER, based on the conditions presented in the INDEPENDENT CERTIFIER GUIDELINES;

1.23. SERVICE CHANNELS: set of channels for USERS to communicate with the CONCESSIONAIRE about any type of interference or failure in the MUNICIPAL STREET LIGHTING NETWORK, consisting of the Call Center, ONLINE PORTAL, Mobile Application, face-to-face service;

1.24. MAXIMUM INSTALLED LOAD OF STREET LIGHTING POINTS ON MAIN ROADS: corresponds to the average installed load of STREET LIGHTING POINTS ON MAIN ROADS installed by the CONCESSIONAIRE for MODERNIZATION AND STREAMLINING ENERGY, equivalent to 55,94 watts (W), including load and losses of auxiliary equipment;

1.25. MAXIMUM INSTALLED LOAD OF STREET LIGHTING POINTS ON MAIN ROADS: corresponds to the average installed load of STREET LIGHTING POINTS ON MAIN ROADS installed by the CONCESSIONAIRE for MODERNIZATION AND STREAMLINING ENERGY, equivalent to 99,02 watts (W), including load and losses of auxiliary equipment;

1.26. MAXIMUM INSTALLED LOAD OF STREET LIGHTING POINTS ON CROSSWALKS: corresponds to the average installed load of STREET LIGHTING POINTS ON CROSSWALKS installed by the CONCESSIONAIRE, equivalent to 58.27 watts (W), including load and losses of auxiliary equipment;

1.27. MAXIMUM INSTALLED LOAD OF STREET LIGHTING POINTS ON BIKE LANES: corresponds to the average installed load of STREET LIGHTING POINTS ON BIKE LANES installed by the CONCESSIONAIRE, equivalent to 24.00 watts (W), including load and losses of auxiliary equipment;

1.28. MAXIMUM INSTALLED LOAD OF STREET LIGHTING POINTS IN SPECIAL LIGHTING PROJECTS: corresponds to the maximum installed load of STREET LIGHTING POINTS in SPECIAL LIGHTING PROJECTS installed by the CONCESSIONAIRE, equivalent to 50,11 watts (W), including load and losses of auxiliary equipmen;

1.29. ACT OF GOD OR FORCE MAJEURE: unpredictable, inevitable, and overpowering event, which affects contractual performance, such as, but not limited to, floods, earthquakes, wars, in line with the provisions of the sole paragraph of Article 393 of the Brazilian Civil Code;

1.30. OPERATIONAL CONTROL CENTER: unit for monitoring and controlling the MUNICIPAL STREET LIGHTING NETWORK, consisting of structure, equipment, and information technology software that allow the management of the MUNICIPAL STREET LIGHTING NETWORK;

1.31. BIKE LANES: space intended exclusively for the circulation of cyclists, with physical separation between the space intended for cyclists and the vehicle lane in the case of bike lanes, or without physical separation in the case of a cycle lane;

1.32. LIGHTING CLASS: classification category for street lighting in accordance with the guidelines set out in the SERVICES AND INVESTMENTS SPECIFICATIONS, which may be V1, V2, V3, V4 or V5 in the case of vehicle lanes and P1, P2, P3 or P4 in the case of CROSSWALKS;

1.33. RELATED: any person or fund subject to the significant influence of another person or fund. There is significant influence when one holds or exercises the power to participate in the financial or operational policy decisions of the investee company, without controlling it. Significant influence is presumed when there is ownership of 20% (twenty percent) or more of the voting capital of the investee, without controlling it;

1.34. BIDDING COMMITTEE: commission designated by the GRANTING AUTHORITY, which shall be responsible for receiving, reviewing, and judging all documents and conducting the procedures pertaining to the PUBLIC BIDDING, in addition to reviewing and judging all documents;

1.35. DISPUTE RESOLUTION COMMITTEE: specific commissions (*ad hoc*) composed as established in the CONTRACT AGREEMENT to resolve technical disagreements during the performance of the CONTRACT AGREEMENT;

1.36. GOVERNANCE COMMITTEE: committee created by the PARTIES for the coordination, integration and discipline of the PARTIES' efforts in the performance of the SERVICES granted and the services under the responsibility of the GRANTING AUTHORITY, including with regard to the responsibility of the GRANTING AUTHORITY's performance with the ENERGY DISTRIBUTION COMPANY or other competent authorities;

1.37. CONCESSION: Administrative Concession for the provision of SERVICES, under the terms, deadlines, and conditions established in the draft CONTRACT AGREEMENT and its ATTACHMENTS;

1.38. CONCESSIONAIRE: SPECIAL PURPOSE COMPANY, responsible for the performance of the CONTRACT AGREEMENT, as defined in this REQUEST FOR PROPOSAL, to be incorporated by the ADJUDICATOR, in accordance with the laws of the Federative Republic of Brazil, with headquarters and administration in Brazil;

1.39. ENABLING CONDITIONS: conditions that shall be abided by and fulfilled by the participants of this PUBLIC BIDDING regarding LEGAL QUALIFICATION, FISCAL AND LABOR REGULARITY, TECHNICAL QUALIFICATION, and ECONOMIC AND FINANCIAL QUALIFICATION;

- 1.40. CONSORTIUM MEMBER: each of the members of a CONSORTIUM;
- 1.41. CONSORTIUM: group of legal entities or funds that come together to add technical, economic, and financial training to participate in the PUBLIC BIDDING, which are jointly and severally liable for fulfilling the obligations arising from the PUBLIC BIDDING;
- 1.42. PUBLIC CONSULTATION: Public Consultation held from August 25, 2023, to September 26, 2023, duly disclosed to the public by publication in the OFFICIAL GAZETTE , in newspapers with wide circulation in the State of Paraná, and on the website <https://www5.pmfi.pr.gov.br/PPPILuminacao/index.html>;
- 1.43. RESERVE ACCOUNT: current account held by the GRANTING AUTHORITY, opened at the TRUSTEE BANK, to ensure the payment of the EFFECTIVE MONTHLY PAYMENT and ENERGY SAVING BONUS in the case of insufficiency of the values of the BOUND ACCOUNT, whose movement shall fulfill the provisions under the CONTRACT AGREEMENT WITH TRUSTEE BANK;
- 1.44. EXPANSION ACCOUNT: current account held by the GRANTING AUTHORITY, opened at the TRUSTEE BANK, to ensure the payment of the CAPEX EXPANSION PAYMENT in the case of insufficiency of the values of the BOUND ACCOUNT, with movement in keeping with the provisions of the CONTRACT AGREEMENT WITH TRUSTEE BANK;
- 1.45. BOUND ACCOUNT: current account owned by the GRANTING AUTHORITY, operated exclusively by the TRUSTEE BANK, under the terms set forth in the CONTRACT AGREEMENT. The BOUND ACCOUNT is intended to receive amounts from the receipts of CIP passed on by the ENERGY DISTRIBUTION COMPANY, make payments and restore the MINIMUM BALANCE OF THE RESERVE ACCOUNT and MINIMUM BALANCE OF THE EXPANSION ACCOUNT, according to the CONTRACT AGREEMENT WITH TRUSTEE BANK;
- 1.46. EFFECTIVE MONTHLY PAYMENT (CME): value due monthly to the CONCESSIONAIRE for the performance of the CONTRACT AGREEMENT, to be paid, in Brazilian currency (Real -R\$), by the GRANTING AUTHORITY and calculated after the ascertainment of the GENERAL PERFORMANCE INDEX and CONCESSION MILESTONES, under the terms of the CONTRACT AGREEMENT and its ATTACHMENTS;
- 1.47. MAXIMUM MONTHLY AVAILABILITY PAYMENT (CMM): R\$ 1.120.699,81 (one million, one hundred and twenty-thousand, six hundred and ninety-nine reais and eighty-one cents) per month, on the BASE DATE;
- 1.48. MONTHLY OFFERED PAYMENT (CMO): value offered in the ADJUDICATOR's COMMERCIAL PROPOSAL, corresponding to the remuneration that the PROPONENT expects to

receive for the provision of CONCESSION SERVICES, after the implementation of all CONCESSION MILESTONES provided for in the draft CONTRACT AGREEMENT and considering compliance with the GENERAL PERFORMANCE INDEX. CMO is made up of the following portions:

- i. MONTHLY OFFERED PAYMENT 1 (CMO1): equivalent to 19,00% of the MONTHLY OFFERED PAYMENT stated in the COMMERCIAL PROPOSAL;
- ii. MONTHLY OFFERED PAYMENT 2 (CMO2): equivalent to 22,00% of the MONTHLY OFFERED PAYMENT stated in the COMMERCIAL PROPOSAL;
- iii. MONTHLY OFFERED PAYMENT 3 (CMO3): equivalent to 6,00% of the MONTHLY OFFERED PAYMENT stated in the COMMERCIAL PROPOSAL;
- iv. MONTHLY OFFERED PAYMENT 4 (CMO4): equivalent to 2,00% of the MONTHLY OFFERED PAYMENT stated in the COMMERCIAL PROPOSAL;
- v. MONTHLY OFFERED PAYMENT 5 (CMO5): equivalent to 49,00% of the MONTHLY OFFERED PAYMENT stated in the COMMERCIAL PROPOSAL.

1.49. CONTRACT AGREEMENT: CONCESSION CONTRACT AGREEMENT, entered into between the GRANTING AUTHORITY and the CONCESSIONAIRE, corresponding to the DRAFT CONTRACT AGREEMENT, including its ATTACHMENTS;

1.50. CONTRACT AGREEMENT WITH THE TRUSTEE BANK: contract agreement entered into between the GRANTING AUTHORITY, CONCESSIONAIRE and the TRUSTEE BANK for the creation of bound accounts for the movement of funds collected from CIP to make payments owed to the CONCESSIONAIRE under the CONTRACT AGREEMENT;

1.51. FINANCIAL CONTRACT AGREEMENT: means each of the contract agreements, public deeds issuing securities, credit instruments or other equivalent instruments through which financing or resources are granted to the CONCESSIONAIRE, in any of the modalities permitted by law, to support its obligations under the CONTRACT AGREEMENT;

1.52. ENERGY SUPPLY AGREEMENT: energy supply agreement for STREET LIGHTING in the MUNICIPALITY signed between the MUNICIPALITY and the ENERGY DISTRIBUTION COMPANY;

1.53. CONTROLLED: any person or investment fund whose CONTROL is exercised by another person or investment fund;

1.54. CONTROLLER: any person, investment fund or private pension entity that exercises

CONTROL over another person or investment fund;

1.55. CONTROL: the power, held by a person or group of related persons, by voting agreement or under common control, to, directly or indirectly, alone or jointly: (i) exercise, on a permanent basis, rights that ensure the majority of votes in the corporate resolutions and elect the majority of administrators or managers of another person, investment fund or complementary pension fund entities, accordingly; and/or (ii) effectively manage the corporate activities and guide the functioning of another person's authorities, investment fund or supplementary pension entity;

1.56. CIP: Contribution to the Cost of Public Lighting Services established by the CIP LAW to fund STREET LIGHTING services;

1.57. CAPEX EXPANSION PAYMENT: upfront payment of resources in favor of the CONCESSIONAIRE, to be paid, in Brazilian currency (Real -R\$), by the GRANTING AUTHORITY, pursuant to Articles 6 and 7 of the PPP FEDERAL LAW, and subsequent amendments, during the period and in the manner established in the CONTRACT AGREEMENT, to be entitled to the INSTALLATION OF ADDITIONAL STREET LIGHTING POINTS:

i. CAPEX EXPANSION PAYMENT 1: value of R\$ 6.538,06 (six thousand, five hundred and thirty-eight reais and six cents) per month, on the BASE DATE, to remunerate 1 (one) INSTALLATION OF ADDITIONAL EXCLUSIVE STREET LIGHTING POINT ON OTHER ROADS;

ii. CAPEX EXPANSION PAYMENT 2: value of R\$ 7.278,23 (seven thousand, two hundred and seventy-eight reais and twenty-three cents) per month, on the BASE DATE, to remunerate 1 (one) INSTALLATION OF ADDITIONAL EXCLUSIVE STREET LIGHTING POINT ON MAIN ROADS;

iii. CAPEX EXPANSION PAYMENT 3: value of R\$ 930,68 (nine hundred and seventy-two reais and fifty-five cents) per month, on the BASE DATE, to remunerate 1 (one) INSTALLATION OF ADDITIONAL NON-EXCLUSIVE STREET LIGHTING POINT ON OTHER ROADS;

iv. CAPEX EXPANSION PAYMENT 4: value of R\$ 1.670,85 (one thousand, six hundred and seventy reais and eighty-five cents) per month, on the BASE DATE, to remunerate 1 (one) INSTALLATION OF ADDITIONAL NON-EXCLUSIVE STREET LIGHTING POINT ON MAIN ROADS;

v. CAPEX EXPANSION PAYMENT 5: value of R\$ 3.002,45 (three thousand, two reais and forty-five cents) per month, on the BASE DATE, to remunerate 1 (one) INSTALLATION OF ADDITIONAL EXCLUSIVE STREET LIGHTING POINTS ON

CROSSWALKS;

vi. CAPEX EXPANSION PAYMENT 6: value of R\$ 4.043,27 (four thousand, forty-three reais and twenty-seven cents) per month, on the BASE DATE, to remunerate 1 (one) INSTALLATION OF ADDITIONAL EXCLUSIVE STREET LIGHTING POINT ON BIKE LANES.

vii. CAPEX EXPANSION PAYMENT 7: value of R\$ 469,68 (four hundred and sixty-nine reais and sixty-eight cents) per month, on the BASE DATE, to remunerate 1 (one) REPLACEMENT OF LUMINAIRE IN ADDITIONAL STREET LIGHTING POINT INSTALLED BY SUBDIVIDERS ON OTHER ROADS.

viii. CAPEX EXPANSION PAYMENT 8: value of R\$ 1.209,85 (one thousand, two hundred and nine reais and eighty-five cents) per month, on the BASE DATE, to remunerate 1 (one) REPLACEMENT OF LUMINAIRE IN ADDITIONAL STREET LIGHTING POINT INSTALLED BY SUBDIVIDERS ON MAIN ROADS.

1.58. CVM: Brazilian Securities Commission, a federal authority created by Law 6385, dated December 07, 1976, with the purpose of supervising, regulating, governing, and developing the securities market in Brazil;

1.59. BASE DATE: corresponding to the values on the date of September 30, 2023;

1.60. ASSUMPTION DATE: date on which the CONTRACT AGREEMENT shall become fully effective, on which the CONCESSION TERM counts;

1.61. ENVELOPES DELIVERY DATE: on march 15, 2024, between 09:00 and 12:00, date and period designated in this REQUEST FOR PROPOSAL for PROPONENTS to deliver ENVELOPES 1, 2, and 3;

1.62. DEFINITIONS OF THE RFP AND CONTRACT AGREEMENT: this APPENDIX of the REQUEST FOR PROPOSAL, which contains the definitions for the terms and expressions written in capital letters;

1.63. INDEPENDENT CERTIFIER GUIDELINES: ATTACHMENT to the CONTRACT AGREEMENT that defines the minimum guidelines pertaining to the INDEPENDENT CERTIFIER, including its contracting and dismissal, as well as the forecast of the products to be delivered;

1.64. SOCIOENVIRONMENTAL SPECIFICATIONS: ATTACHMENT to the CONTRACT AGREEMENT that defines the minimum guidelines that shall be met by the CONCESSIONAIRE in relation to the socioenvironmental aspects of the SERVICES;

1.65. QUALIFICATION DOCUMENTS: set of documents listed in the REQUEST FOR PROPOSAL, to be mandatorily presented by the PROPONENTS, intended to prove their LEGAL QUALIFICATION, FISCAL AND LABOR REGULARITY, ECONOMIC AND FINANCIAL QUALIFICATION, and TECHNICAL QUALIFICATION;

1.66. OFFICIAL GAZETTE/D.O.: Municipal Official Gazette;

1.67. REQUEST FOR PROPOSAL: this Request for Proposal No. 001/2024 and all its APPENDICES;

1.68. ENERGY DISTRIBUTION COMPANY: holder of the federal concession to provide the public electricity distribution service in the MUNICIPALITY;

1.69. BIDDING ADDRESS: place where the ENVELOPES shall be delivered, whose address is B3's headquarters, located at Antônio Prado Square, No. 48 – City Center, Municipality of São Paulo/SP;

1.70. EMAIL ADDRESS: nathalia.nmam@pmfi.pr.gov.br

1.71. ENVELOPE: envelope containing the documents for participation in the PUBLIC BIDDING (referred to as ENVELOPE 1; ENVELOPE 2, and ENVELOPE 3);

1.72. EQUIPMENT AND MATERIALS FOR SPECIAL LIGHTING PROJECTS (EMPIE): components that shall be installed in SPECIAL LIGHTING PROJECTS, pursuant to the minimum specifications of the technical characteristics defined in the SERVICES AND INVESTMENTS SPECIFICATIONS;

1.73. IMBALANCE EVENT: event, act or fact that destabilizes the economic-financial balance of the CONTRACT AGREEMENT;

1.74. EXPANSION OF THE MUNICIPAL STREET LIGHTING NETWORK: services provided by CONCESSIONAIRE, as stated in the SERVICES AND INVESTMENTS SPECIFICATIONS, as a means to fulfill: (i) the INSTALLATION OF ADDITIONAL STREET LIGHTING POINTS, or (ii) the OPERATION AND MAINTENANCE OF ADDITIONAL STREET LIGHTING POINTS;

1.75. CROSSWALKS: area over the vehicle lane, delimited by successive white rectangles transverse to the direction of vehicle flow, with or without traffic light equipment, intended for pedestrian crossing;

1.76. PHASE 0: period that begins with the consummation of the ASSUMPTION DATE and extends until the issuance of the TRANSFER OF ASSETS AND SERVICES DELIVERY TERM;

1.77. PHASE I: period that begins with the issuance of the TRANSFER OF ASSETS AND SERVICES DELIVERY TERM and extends until the issuance of the ACCEPTANCE TERM of the MODERNIZATION PLAN;

1.78. PHASE II: period that starts with the issuance of the MODERNIZATION PLAN ACCEPTANCE TERM and extends until the issuance of the MODERNIZED AND STREAMLINED MUNICIPAL STREET LIGHTING NETWORK TERMS OF RECEIPT;

1.79. PHASE III: period that starts with the issuance of the MODERNIZED AND STREAMLINED MUNICIPAL STREET LIGHTING NETWORK TERMS OF RECEIPT and extends until the expiry of the CONCESSION TERM;

1.80. PERFORMANCE FACTOR: factor considered in the calculation of the EFFECTIVE MONTHLY PAYMENT according to the performance presented by the CONCESSIONAIRE based on the GENERAL PERFORMANCE INDEX calculated in the quarter prior to the payment, according to the rules and guidelines presented in the KEY PERFORMANCE STANDARDS and PAYMENT MECHANISM;

1.81. MULTIPLICATION FACTOR: percentage corresponding to 44,07%, which shall be multiplied by the REFERENCE RATE for purposes of determining the REAL ANNUAL DISCOUNT RATE;

1.82. ADJUSTMENT FACTOR: factor used for adjustment, as defined in the PAYMENT MECHANISM;

1.83. FINANCIERS: commercial banks, development banks, public banks, multilateral agencies, export credit agencies, fiduciary agents, trustees or other entities that grant financing to the CONCESSIONAIRE, or represent the creditor parties of any financing actually granted;

1.84. FINANCING: financial operation carried out by the CONCESSIONAIRE to obtain funds from the FINANCIERS to carry out the investments pertaining to the CONTRACT AGREEMENT;

1.85. MARGINAL CASH FLOW: projection of the variation in the CONCESSIONAIRE's cash flow owing to IMBALANCE EVENTS, considering the value of cash flow from operations after ascertainment of operating revenues, operating costs and expenses, taxes, working capital, and investments;

1.86. GUARANTEE OF THE PROPOSAL: the guarantee of compliance with the bid to be submitted by the PROPONENTS to ensure the maintenance of the COMMERCIAL PROPOSAL, as well as the other obligations undertaken by the PROPONENT owing to its participation in the PUBLIC BIDDING, which may be executed by the GRANTING AUTHORITY, under the terms of

the REQUEST FOR PROPOSAL ;

1.87. PERFORMANCE BOND: guarantee of performance of contractual obligations maintained by the CONCESSIONAIRE, in favor of the GRANTING AUTHORITY, that may be executed by the GRANTING AUTHORITY, in the cases established in the CONTRACT AGREEMENT;

1.88. ECONOMIC GROUP: RELATED, CONTROLLED, CONTROLLING COMPANIES, those under common CONTROL or with simple interest, under the terms of Articles 1097 et seq., of Federal Law 10406, dated January 10, 2002 (Brazilian Civil Code) and Article 278, of Federal Law 6404, dated December 15, 1976, and societies or investment funds that have officer, managers or shareholders (with more than 1% (one percent) interest) or common legal representatives, as well as those that are economically or financially dependent on another societies or investment fund, in addition to societies or investment funds subject to the same global structure, including global knowledge sharing, governance, and corporate policy;

1.89. ECONOMIC AND FINANCIAL QUALIFICATION: documentation necessary to prove economic-financial qualification for contracting with the Public Administration;

1.90. LEGAL QUALIFICATION: documentation necessary to prove legal qualification for contracting with the Public Administration;

1.91. TECHNICAL QUALIFICATION: documentation necessary to prove technical operational qualification for contracting with the Public Administration;

1.92. SPECIAL LIGHTING: STREET LIGHTING services aimed at enhancing urban equipment such as bridges, viaducts, monuments, squares, facades, and works of art of historical, cultural or landscape value, located in public areas within the CONCESSION AREA;

1.93. STREET LIGHTING: service targeted at illuminating: (i) public roads intended for the transit of people or vehicles, such as streets, avenues, public areas, paths, passages, footbridges, tunnels, roads, and highways; and (ii) public goods earmarked for the common use of the population, such as shelters for public transport users, squares, parks, and gardens;

1.94. INDEMNITY 1: indemnity due to the CONCESSIONAIRE, in the cases of early termination provided for in the CONTRACT AGREEMENT calculated according to the PAYMENT MECHANISM;

1.95. INDEMNITY 2: indemnity due to the CONCESSIONAIRE, in the cases of early termination provided for in the CONTRACT AGREEMENT, calculated according to the PAYMENT MECHANISM;

1.96. GENERAL PERFORMANCE INDEX: set of criteria and technical specifications contained

in the KEY PERFORMANCE STANDARDS, referring to the level of service and quality goals for the provision of SERVICES, which shall be used to determine the PERFORMANCE FACTOR that shall impact the calculation of the EFFECTIVE MONTHLY PAYMENT specified in the PAYMENT MECHANISM;

1.97. INSTALLATION OF ADDITIONAL STREET LIGHTING POINTS: corresponds to the installation of ADDITIONAL STREET LIGHTING POINTS within the scope of the EXPANSION OF THE MUNICIPAL STREET LIGHTING NETWORK:

i. INSTALLATION OF ADDITIONAL EXCLUSIVE STREET LIGHTING POINT ON OTHER ROADS: implantation by the CONCESSIONAIRE of ADDITIONAL EXCLUSIVE STREET LIGHTING POINT ON OTHER ROADS under the terms of the SERVICES AND INVESTMENTS SPECIFICATIONS;

ii. INSTALLATION OF ADDITIONAL EXCLUSIVE STREET LIGHTING POINT ON MAIN ROADS: implantation by the CONCESSIONAIRE of ADDITIONAL EXCLUSIVE STREET LIGHTING POINT ON MAIN ROADS under the terms of the SERVICES AND INVESTMENTS SPECIFICATIONS;

iii. INSTALLATION OF ADDITIONAL NON-EXCLUSIVE STREET LIGHTING POINT ON OTHER ROADS: implantation by the CONCESSIONAIRE of ADDITIONAL NON-EXCLUSIVE STREET LIGHTING POINT ON OTHER ROADS under the terms of the SERVICES AND INVESTMENTS SPECIFICATIONS;

iv. INSTALLATION OF ADDITIONAL NON-EXCLUSIVE STREET LIGHTING POINT ON MAIN ROADS: implantation by the CONCESSIONAIRE of ADDITIONAL NON-EXCLUSIVE STREET LIGHTING POINT ON MAIN ROADS under the terms of the SERVICES AND INVESTMENTS SPECIFICATIONS;

v. INSTALLATION OF ADDITIONAL EXCLUSIVE STREET LIGHTING POINT ON CROSSWALKS: implementation by the CONCESSIONAIRE of an ADDITIONAL EXCLUSIVE STREET LIGHTING POINT ON CROSSWALKS under the terms of the SERVICES AND INVESTMENTS SPECIFICATIONS;

vi. INSTALLATION OF ADDITIONAL EXCLUSIVE STREET LIGHTING POINT ON BIKE LANES: implementation by the CONCESSIONAIRE of an ADDITIONAL EXCLUSIVE STREET LIGHTING POINT ON BIKE LANES under the terms of the SERVICES AND INVESTMENTS SPECIFICATIONS;

1.98. TRUSTEE BANK: financial institution in which the BOUND ACCOUNT, the RESERVE ACCOUNT and the EXPANSION ACCOUNT shall be opened, contracted by the GRANTING

AUTHORITY for the provision of custody, management, and administration of monies used in the CONCESSION to perfect the payment guarantee of all amounts owed by the GRANTING AUTHORITY to the CONCESSIONAIRE as a result of the CONTRACT AGREEMENT;

1.99. IPCA: Extended National Consumer Price Index – IPCA, released by the Brazilian Institute of Geography and Statistics – IBGE;

1.100. LED: Light Emitting Diode, consists of a technology of light conduction from electrical energy;

1.101. APPLICABLE LEGISLATION: PPP FEDERAL LAW; CONCESSIONS FEDERAL LAW; BIDDING FEDERAL LAW; ANEEL Normative Resolution No. 1,000, dated December 07, 2021, and PPP MUNICIPAL LAW.

1.102. CIP LAW: Municipal Law No. 15, dated of December 31, 2022 and other amendments;

1.103. ANTI-CORRUPTION LAW: Federal Law 12846, dated August 1, 2013;

1.104. ENVIRONMENTAL CRIMES LAW: Federal Law 9605, dated February 12, 1998;

1.105. COMPETITION PROTECTION LAW: Federal Law 12529, dated November 30, 2011;

1.106. ADMINISTRATIVE MISCONDUCT LAW: Federal Law 8429, dated June 2, 1992;

1.107. FEDERAL ACCESS TO INFORMATION LAW: Federal Law 12527, dated November 18, 2011;

1.108. CONCESSIONS FEDERAL LAW: Federal Law 8987, dated February 13, 1995;

1.109. BIDDING FEDERAL LAW: Federal Law 8666, dated June 21, 1993;

1.110. PPP FEDERAL LAW: Federal Law 11079, dated December 30, 2004;

1.111. MUNICIPAL LAW AUTHORIZING THE PPP: Municipal Complementary Law No. 207, from July 16 of 2023, and other amendments;

1.112. MUNICIPAL LAW AUTHORIZING THE PPP: Municipal Law No. 5.311, from 2023, and other amendments;

1.113. PUBLIC BIDDING: international competition processed by the REQUEST FOR PROPOSAL;

1.114. MONTHLY CAPEX EXPANSION PAYMENT LIMIT: the monthly CAPEX EXPANSION PAYMENT value corresponding to the ADDITIONAL STREET LIGHTING POINTS shall be: (i)

during PHASES I and II, the percentage of 8,36% relative to the MAXIMUM MONTHLY AVAILABILITY PAYMENT, adjusted by the ADJUSTMENT FACTOR; and (ii) during Phase III, the percentage of 6,27% pertaining to the MAXIMUM MONTHLY AVAILABILITY PAYMENT, adjusted by the ADJUSTMENT FACTOR;

1.115. ENTREPRENEUR: entrepreneurs and other third parties authorized by the GRANTING AUTHORITY, an entity of the Municipal Public Administration or by another body, to install ADDITIONAL STREET LIGHTING POINTS;

1.116. LUMINAIRE: equipment consisting of a light emitting module and other components, responsible for directing, fixing, and protecting the light source and its auxiliary devices for lighting, operation, and control;

1.117. B3 PROCEDURE MANUAL or simply B3 MANUAL: APPENDIX to the REQUEST FOR PROPOSAL, containing guidelines, rules, and document templates for the PUBLIC BIDDING procedures, including the provision of GUARANTEE OF THE PROPOSAL, operational procedures, as well as all other procedures pertaining to the bidding process under the advisory of B3;

1.118. CORRECTIVE MAINTENANCE: service performed by the CONCESSIONAIRE as a corrective action, as a result of failures, theft, vandalism or poor performance;

1.119. EMERGENCY MAINTENANCE: service performed by the CONCESSIONAIRE as a corrective action in the cases where there is a risk to the physical integrity of USERS or the property of the MUNICIPALITY;

1.120. PREDICTIVE MAINTENANCE: service carried out by the CONCESSIONAIRE aiming at the systematic follow-up of the parameters or performance conditions of the STREET LIGHTING equipment, through statistical analysis, aiming at defining interventions prior to the occurrence of failures or the finding of poor performance of the equipment;

1.121. PREVENTIVE MAINTENANCE: service performed by the CONCESSIONAIRE as a scheduled, periodic or systematic action, with the aim of increasing the probability that the STREET LIGHTING POINTS will operate within the expected useful life and avoid system failures or equipment wear;

1.122. CONCESSION MILESTONES: set of activities and investments planned for performance by the CONCESSIONAIRE, pertaining to the scope of MODERNIZATION AND STREAMLINING ENERGY, TELEMANAGEMENT SYSTEM, SPECIAL LIGHTING, and exclusive lighting of CROSSWALKS and BIKE LANES:

- i. CONCESSION MILESTONE I: performance of activities and investments

pertaining to STREET LIGHTING POINTS ON OTHER ROADS, as provided for in the SERVICES AND INVESTMENTS SPECIFICATIONS;

ii. CONCESSION MILESTONE II: performance of activities and investments pertaining to STREET LIGHTING POINTS ON MAIN ROADS, as provided for in the SERVICES AND INVESTMENTS SPECIFICATIONS;

iii. CONCESSION MILESTONE III: performance of activities and investments pertaining to the NUMBER OF STREET LIGHTING POINTS ON CROSSWALKS AND BIKE LANES, as provided for in the SERVICES AND INVESTMENTS SPECIFICATIONS;

iv. CONCESSION MILESTONE IV: performance of activities and investments pertaining to SPECIAL LIGHTING PROJECTS, as provided for in the SERVICES AND INVESTMENTS SPECIFICATIONS;

1.123. PAYMENT MECHANISM: ATTACHMENT to the CONTRACT AGREEMENT containing the methodology used to calculate the payment pertaining to the CONCESSION and other guidelines pertaining to the topic;

1.124. CONTRACT AGREEMENTUAL MONTH: corresponds to the month, counted from the ASSUMPTION DATE;

1.125. DRAFT CONTRACT AGREEMENT: draft of the contractual instrument of the CONCESSION to be signed between the PARTIES published as an appendix to the REQUEST FOR PROPOSAL;

1.126. PRESENTATION LETTER FOR COMMERCIAL PROPOSAL TEMPLATE: APPENDIX of the REQUEST FOR PROPOSAL, which contains a template letter for the presentation of a COMMERCIAL PROPOSAL;

1.127. PRESENTATION LETTER FOR THE QUALIFICATION DOCUMENTS TEMPLATE: APPENDIX of the REQUEST FOR PROPOSAL, which contains a template letter for the presentation of QUALIFICATION DOCUMENTS;

1.128. TEMPLATE OF INTERMEDIATION CONTRACT AGREEMENT BETWEEN PROPONENT AND ACCREDITED PARTICIPANT: template included in the B3 PROCEDURE MANUAL for execution of a contract agreement between the PROPONENT and the ACCREDITED PARTICIPANT;

1.129. EQUIVALENCE DECLARATION TEMPLATE: APPENDIX of the REQUEST FOR PROPOSAL, which contains a declaration template for foreign PROPONENTS without

authorization to operate in Brazil to demonstrate the equivalence of the documents of their country of origin with those required by the REQUEST FOR PROPOSAL;

1.130. EQUIVALENT DOCUMENT NON-EXISTENCE DECLARATION TEMPLATE: APPENDIX of the REQUEST FOR PROPOSAL, which contains a declaration template for foreign PROPONENTS without authorization to operate in Brazil to inform the absence of a document equivalent to those required by REQUEST FOR PROPOSAL in their country of origin;

1.131. DECLARATION OF SUBMISSION TO BRAZILIAN LEGISLATION AND WAIVER OF DIPLOMATIC ROUTE TEMPLATE: APPENDIX of the REQUEST FOR PROPOSAL, which contains a declaration template for foreign PROPONENTS without authorization to operate in Brazil regarding submission to Brazilian legislation and the waiver of claim through diplomatic channels;

1.132. GENERAL STATEMENT TEMPLATE: APPENDIX of the REQUEST FOR PROPOSAL, which contains a template that consolidates declarations required from PROPONENTS;

1.133. DECLARATION TEMPLATE ON TIEBREAKER CRITERIA: APPENDIX of the REQUEST FOR PROPOSAL, which contains a template for the PROPONENT to inform whether it meets any of the tiebreaker criteria provided for in the legislation;

1.134. PROXY TEMPLATE: APPENDIX of the REQUEST FOR PROPOSAL, which contains a template of proxy for the granting of powers by the PROPONENT to the ACCREDITED REPRESENTATIVES;

1.135. CLARIFICATION REQUEST TEMPLATE: APPENDIX of the REQUEST FOR PROPOSAL, which contains a template for making a request for clarification on the REQUEST FOR PROPOSAL and other documents included in the call for bids;

1.136. MODERNIZATION AND STREAMLINING ENERGY: works and engineering services that involve updating lighting technology and implementing improvements in the infrastructure of the INITIAL MUNICIPAL STREET LIGHTING NETWORK, in keeping with the provisions set out in the SERVICES AND INVESTMENTS SPECIFICATIONS;

1.137. MUNICIPALITY: Foz do Iguaçu/PR;

1.138. NUMBER OF STREET LIGHTING POINTS ON CROSSWALKS AND BIKE LANES: quantity of 1.680 (one thousand six hundred and eighty) STREET LIGHTING POINTS exclusively for CROSSWALKS and 509 (five hundred and nine) STREET LIGHTING POINTS exclusively for BIKE LANES, to be installed by the CONCESSIONAIRE to accomplish CONCESSION MILESTONE III, pursuant to the SERVICES AND INVESTMENTS SPECIFICATIONS;

1.139. OBSERVED NUMBER OF STREET LIGHTING POINTS ON OTHER ROADS: the

number of PUBLIC LIGHTING POINTS, registered in the BASE REGISTRY, on streets classified as V4, V5 or located in parks, squares, and other public equipment, excluding the PUBLIC LIGHTING POINTS existing in the SPECIAL LIGHTING PROJECTS;

1.140. OBSERVED NUMBER OF STREET LIGHTING POINTS ON MAIN ROADS: the number of PUBLIC LIGHTING STREETS, registered in the BASE REGISTRY, on streets classified as V1, V2, or V3;

1.141. ESTIMATED NUMBER OF STREET LIGHTING POINTS ON OTHER ROADS: benchmark bill of quantities of 28.191 (twenty-eight thousand one hundred and ninety-one) STREET LIGHTING POINTS located on OTHER ROADS;

1.142. ESTIMATED NUMBER OF STREET LIGHTING POINTS ON MAIN ROADS: benchmark bill of quantities of 12.104 (twelve thousand one hundred and four) STREET LIGHTING POINTS located on MAIN ROADS;

1.143. OPERATION AND MAINTENANCE OF ADDITIONAL STREET LIGHTING POINTS: corresponds to the operation and maintenance of ADDITIONAL STREET LIGHTING POINTS, whether these correspond to the INSTALLATION OF ADDITIONAL STREET LIGHTING POINTS, or the receipt of ADDITIONAL STREET LIGHTING POINTS installed by ENTREPRENEURS for operation and maintenance of the CONCESSIONAIRE;

1.144. INITIAL SERVICE ORDER: automatic consequence after the set of the ASSUMPTION DATE, which starts the term of PHASE 0 and the counting of the CONCESSION TERM;

1.145. MUNICIPAL TRAFFIC AUTHORITY: municipal authority responsible for traffic management in the MUNICIPALITY;

1.146. OTHER ROADS: roads in the CONCESSION AREA that has a LIGHTING CLASS different from the MAIN ROADS, that is, roads with LIGHTING CLASS for vehicles V4 or V5, as well as squares, parks, and other public facilities, excluding the SPECIAL LIGHTING PROJECTS (PIE);

1.147. PERFORMANCE STANDARDS: socioenvironmental standards to be followed under the terms of the ATTACHMENT of SOCIOENVIRONMENTAL SPECIFICATIONS, as provided in the publication "[Padrões de Desempenho sobre Sustentabilidade Socioambiental](#)", da International Finance Corporation – IFC, na data 1º de janeiro de 2012.

1.148. PARTIES: GRANTING AUTHORITY and CONCESSIONAIRE;

1.149. RELATED PARTIES: in relation to the CONCESSIONAIRE, any Controller person, Related and respective Controlled, as well as those considered by the Accounting Standards in force;

1.150. ACCREDITED PARTICIPANTS: brokerage or distribution companies qualified to operate at B3, hired by PROPONENTS, through an intermediation contract agreement, to represent them in all acts pertaining to the PUBLIC BIDDING with B3;

1.151. OPERATIONAL DEMOBILIZATION PLAN: plan prepared by the CONCESSIONAIRE, containing the inventory of REVERSIBLE ASSETS and the way to revert them to the GRANTING AUTHORITY, and other guidelines set forth in the SERVICES AND INVESTMENTS SPECIFICATIONS;

1.152. MODERNIZATION PLAN: plan prepared by the CONCESSIONAIRE, containing the planning and detailing of MODERNIZATION AND STREAMLINING ENERGY, implementation of the TELEMANAGEMENT SYSTEM, and implementation of SPECIAL LIGHTING;

1.153. OPERATION AND MAINTENANCE PLAN: plan to be prepared by the CONCESSIONAIRE containing the planning and detailing for the operation and maintenance of the MUNICIPAL STREET LIGHTING NETWORK;

1.154. TREE PRUNING: service for cutting branches of trees or vegetation when there is interference with STREET LIGHTING, in accordance with the guidelines of the SERVICES AND INVESTMENTS SPECIFICATIONS;

1.155. GRANTING AUTHORITY: MUNICIPALITY, through the Municipal Department of Works;

1.156. POLICY ON TRANSACTIONS WITH RELATED PARTIES: document prepared and approved by the CONCESSIONAIRE's management bodies, which shall contain the rules and conditions for carrying out transactions between the CONCESSIONAIRE and its RELATED PARTIES;

1.157. STREET LIGHTING POINT: set consisting of the LUMINAIRE and accessories essential for its operation and support (lamp, arms, and supports, connectors, conductors, reactors, photoelectric relays and sockets for photoelectric relays and other equipment pertaining to the installation of STREET LIGHTING), as well as, when applicable, by poles for exclusive STREET LIGHTING circuits and their essential accessories (poles, command panel, switches, conduits, contactors, and other materials not referred to above that are part of STREET LIGHTING installations);

1.158. ADDITIONAL STREET LIGHTING POINT: STREET LIGHTING POINTS relative to the EXPANSION OF THE MUNICIPAL STREET LIGHTING NETWORK. ADDITIONAL STREET LIGHTING POINTS can be classified into:

- i. **ADDITIONAL EXCLUSIVE STREET LIGHTING POINT ON OTHER ROADS:** corresponds to the installation of **STREET LIGHTING POINT ON OTHER ROADS**, including the installation by the **CONCESSIONAIRE** of a pole and electricity network for connection at the **ENERGY DISTRIBUTION COMPANY**'s delivery point;
- ii. **ADDITIONAL EXCLUSIVE STREET LIGHTING POINT ON MAIN ROADS:** corresponds to the installation of **STREET LIGHTING POINT ON MAIN ROADS**, including the installation by the **CONCESSIONAIRE** of a pole and electricity network for connection at the **ENERGY DISTRIBUTION COMPANY**'s delivery point;
- iii. **ADDITIONAL NON-EXCLUSIVE STREET LIGHTING POINT ON OTHER ROADS:** corresponds to the installation of **STREET LIGHTING POINT ON OTHER ROADS**, including the installation by the **CONCESSIONAIRE** of a pole, but contemplating the connection at the **ENERGY DISTRIBUTION COMPANY**'s delivery point;
- iv. **ADDITIONAL NON-EXCLUSIVE STREET LIGHTING POINT ON MAIN ROADS:** corresponds to the installation of **STREET LIGHTING POINT ON MAIN ROADS**, including the installation by the **CONCESSIONAIRE** of a pole, but contemplating the connection at the **ENERGY DISTRIBUTION COMPANY**'s delivery point.
- v. **ADDITIONAL EXCLUSIVE STREET LIGHTING POINT ON CROSSWALKS:** corresponds to the installation of **STREET LIGHTING POINT ON CROSSWALKS**, including the installation by the **CONCESSIONAIRE** of a pole and electricity network for connection at the **ENERGY DISTRIBUTION COMPANY**'s delivery point;
- vi. **ADDITIONAL EXCLUSIVE STREET LIGHTING POINT ON BIKE LANES:** corresponds to the installation of **STREET LIGHTING POINT ON BIKE LANES**, including the installation by the **CONCESSIONAIRE** of a pole and electricity network for connection at the **ENERGY DISTRIBUTION COMPANY**'s delivery point;

1.159. **STREET LIGHTING POINT ON MAIN ROADS: STREET LIGHTING POINTS** - in roads classified as V1, V2 or V3;

1.160. **STREET LIGHTING POINT ON OTHER ROADS: STREET LIGHTING POINTS** on roads classified as V4, V5 or located in parks, squares, and other public facilities, excluding existing and future **PUBLIC LIGHTING POINTS** in the **SPECIAL LIGHTING PROJECTS (PIE)**;

1.161. **ISOLATED STREET LIGHTING POINT: STREET LIGHTING POINT** in relation to which there is no other adjacent **STREET LIGHTING POINT** on the same road at a distance of less than 90 (ninety) meters in either direction of the road;

1.162. INITIAL STREET LIGHTING POINT WITH LED: STREET LIGHTING POINT that make up the INITIAL MUNICIPAL STREET LIGHTING NETWORK and already has LED technology at the time of carrying out the BASE REGISTRY;

1.163. TERMINAL STREET LIGHTING POINT: STREET LIGHTING POINT where there is another adjacent STREET LIGHTING POINT(S) on the same street at a distance of less than 90 (ninety) meters in only one direction of the street;

1.164. ONLINE PORTAL: online self-service portal for opening calls by USERS free of charge and sharing by the CONCESSIONAIRE of information, news, and documents directly pertaining to the CONCESSION;

1.165. CONCESSION TERM: period of 13 (thirteen) years, counted from the ASSUMPTION DATE, providing that any extension is allowed, in accordance with the provisions of the CONTRACT AGREEMENT and applicable legislation;

1.166. OPERATION TERM: A period of up to 90 (ninety) days, counted from the ASSUMPTION DATE, to comply with the conditions for issuing the ACCEPTANCE TERM of the operation.

1.167. BASE REGISTRY TERM: A period of up to ninety 90 (ninety) days, counted from the ASSUMPTION DATE, for the submission of the BASE REGISTRY;

1.168. MILESTONE TERM I: A period of up to 210 (two hundred and ten) days, counting from the start of PHASE II, for the fulfillment of the CONCESSION MILESTONE I.

1.169. MILESTONE TERM II: A period of up to 300 (three hundred) days, counting from the start of PHASE II, for the fulfillment of the CONCESSION MILESTONE II.

1.170. MILESTONE TERM III: A period of up to 360 (three hundred and sixty) days, counting from the start of PHASE II, for the fulfillment of the CONCESSION MILESTONE III.

1.171. MILESTONE TERM IV: A period of up to 360 (three hundred and sixty) days, counting from the start of PHASE II, for the fulfillment of the CONCESSION MILESTONE IV.

1.172. OPERATION AND MAINTENANCE PLAN TERM: A period of up to 90 (ninety) days, counted from the ASSUMPTION DATE, for the submission of the OPERATION AND MAINTENANCE PLAN;

1.173. BIDDING ADMINISTRATIVE PROCESS: Administrative Process No. 73735/2023 containing all the documents of the internal phase, including those that prove compliance with the requirements prior to the performance of the bidding process;

1.174. ENVIRONMENTAL AND SOCIAL PROGRAMS or 'ESP': set of programs to be prepared

and performed by the CONCESSIONAIRE under the terms of the SOCIOENVIRONMENTAL SPECIFICATIONS, in accordance with the PERFORMANCE STANDARDS;

1.175. SPECIAL LIGHTING PROJECTS: the SPECIAL LIGHTING PROJECTS correspond to the locations indicated in the SERVICES AND INVESTMENTS SPECIFICATIONS for the installation of EQUIPMENT AND MATERIALS FOR SPECIAL LIGHTING PROJECTS;

1.176. EXTERNAL INSTALLATION PROJECT: project prepared by the ENTREPRENEUR for the installation of ADDITIONAL STREET LIGHTING POINTS under the terms of the SERVICES AND INVESTMENTS SPECIFICATIONS;

1.177. PROPONENT: any legal entity, including investment fund or private pension entity, that participates in the PUBLIC BIDDING, individually or in a CONSORTIUM, in keeping with the provisions of the REQUEST FOR PROPOSAL;

1.178. COMMERCIAL PROPOSAL: the value of the MONTHLY OFFERED PAYMENT to be offered by the PROPONENT, according to the REQUEST FOR PROPOSAL rules;

1.179. ANNUAL QUANTITY OF TREE PRUNING: quantity of 7.080 (seven thousand and eighty) TREE PRUNING to be carried out annually by the CONCESSIONAIRE during the entire CONCESSION TERM, considering the update of the quantity and other guidelines of the SERVICES AND INVESTMENTS SPECIFICATIONS;

1.180. ACCESSORY REVENUE: revenue obtained through RELATED ACTIVITY;

1.181. BOUND REVENUE: revenue obtained through the receipts of CIP used to pay for STREET LIGHTING services, ensuring full, timely, and faithful compliance with the obligations undertaken by the GRANTING AUTHORITY;

1.182. MUNICIPAL STREET LIGHTING NETWORK: set of equipment that make up the STREET LIGHTING infrastructure of the MUNICIPALITY, including all STREET LIGHTING POINTS in the MUNICIPALITY, switchboards, exclusive STREET LIGHTING poles, STREET LIGHTING arms, transformers, and other STREET LIGHTING equipment;

1.183. FISCAL AND LABOR REGULARITY: attribute arising from the presentation and acceptance of the documentation necessary to prove tax and labor qualification for contracting with the Public Administration;

1.184. QUARTERLY KPI REPORT: report prepared by the INDEPENDENT CERTIFIER, which shall be submitted to the GRANTING AUTHORITY, CONCESSIONAIRE and TRUSTEE BANK, stating the calculation of the CONCESSIONAIRE's GENERAL PERFORMANCE INDEX, in accordance with the KEY PERFORMANCE STANDARDS, and calculation of the amounts pursuant

to the PAYMENT MECHANISM;

1.185. ACCREDITED REPRESENTATIVES: individuals authorized to represent the PROPONENTS in all documents and acts pertaining to the PUBLIC BIDDING, except in acts performed with B3;

1.186. RESOLUTION OF THE COUSELOR COMMITTEE OF THE PUBLIC-PRIVATE PARTNERSHIP PROGRAM: Resolution No. 02, of the Steering Counselor of the Public-Private Partnership Program, on the date of December 15 from 2023;

1.187. ORDINARY REVIEWS: reviews of contractual parameters, according to the procedure described in the CONTRACT AGREEMENT;

1.188. MINIMUM BALANCE OF THE EXPANSION ACCOUNT: value corresponding to 3 (three) MONTHLY CAPEX EXPANSION PAYMENT LIMITS, , adjusted by the ADJUSTMENT FACTOR (FR), which shall be maintained in the EXPANSION ACCOUNT throughout the CONCESSION, according to the CONTRACT AGREEMENT WITH THE TRUSTEE BANK;

1.189. MINIMUM BALANCE OF THE RESERVE ACCOUNT: value corresponding to 3 (three) MAXIMUM MONTHLY AVAILABILITY PAYMENTS, adjusted by the ADJUSTMENT FACTOR, which shall be maintained in the RESERVE ACCOUNT throughout the CONCESSION, pursuant to the CONTRACT AGREEMENT WITH THE TRUSTEE BANK;

1.190. MUNICIPAL SECRETARY: Municipal Department of Works, addressed at Juscelino Kubitscheck Avenue, 3287 - Vila Portes, Foz do Iguaçu/PR and opening hours on weekdays from 7:30 a.m. to 1:30 p.m., Phone: (45) 3521-1000;

1.191. SERVICES: STREET LIGHTING services in the MUNICIPALITY, including installation, improvement, development, modernization, expansion, streamlining energy, operation, and maintenance of the MUNICIPAL STREET LIGHTING NETWORK as provided in the CONTRACT AGREEMENT and ATTACHMENTS;

1.192. PUBLIC SESSION: public session, to be held at the B3's headquarters, on March 22 from 2024, at 02:00pm, convened by the BIDDING COMMITTEE to open the ENVELOPES;

1.193. ENVIRONMENTAL AND SOCIAL MANAGEMENT SYSTEM or 'ESMS': system of indicators for following up the accomplishment of the ENVIRONMENTAL AND SOCIAL PROGRAMS prepared by the CONCESSIONAIRE;

1.194. LIQUIDITY SYSTEM: system created to ensure the faithful, full, and timely fulfillment of the payment obligations of the EFFECTIVE MONTHLY PAYMENT, CAPEX EXPANSION PAYMENT and ENERGY SAVING BONUS, through the transfer of revenues from CIP to the

BOUND ACCOUNT, pursuant to CONTRACT AGREEMENT and its ATTACHMENTS, especially in the CONTRACT AGREEMENT WITH THE TRUSTEE BANK;

1.195. KEY PERFORMANCE STANDARDS: ATTACHMENT to the CONTRACT AGREEMENT that defines a set of criteria and technical specifications, referring to the goals of service level and quality of the provision of CONCESSION SERVICES, which shall be used to calculate the GENERAL PERFORMANCE INDEX, and, as a result, determine the remuneration owed to the CONCESSIONAIRE;

1.196. TELEMAGEMENT SYSTEM: system to be implemented by the CONCESSIONAIRE for information traffic, control, and remote management of the STREET LIGHTING POINTS indicated in the SERVICES AND INVESTMENTS SPECIFICATIONS;

1.197. WEBSITE: website where the bidding documents are disclosed, pursuant to the following electronic address:
<http://www2.pmfi.pr.gov.br/giig/portais/portaldatransparencia/licitacoes/wfrmLicitacoes.aspx>

1.198. SPECIAL PURPOSE COMPANY or SPE: special purpose company to be incorporated by the winning PROPONENT, in the form of a corporation, which shall enter into the CONTRACT AGREEMENT with the MUNICIPALITY, with the specific purpose of providing the public services object of this CONCESSION;

1.199. MINIMUM SUBSCRIPTION AND PAYMENT OF THE SHARE CAPITAL: minimum amount of R\$ 16.445.339,13 (sixteen million, four hundred and forty-five thousand, three hundred and thirty-nine reais and thirteen cents), on the BASE DATE, which shall be subscribed and paid in by the SPECIAL PURPOSE COMPANY. In the event of an extension of the BIDDING for a period equal to or greater than 12 months from the BASE DATE, the value in question will be subject to annual adjustment by the ADJUSTMENT FACTOR;

1.200. REPLACEMENT OF LUMINAIRE IN ADDITIONAL STREET LIGHTING POINT INSTALLED BY SUBDIVIDERS: corresponds to the replacement of the luminaire in ADDITIONAL STREET LIGHTING POINTS installed by SUBDIVIDERS, to meet all lighting requirements, parameters and requirements of the CONTRACT AGREEMENT and its ANNEXES:

i. REPLACEMENT OF LUMINAIRE IN ADDITIONAL STREET LIGHTING POINT INSTALLED BY SUBDIVIDERS ON OTHER ROADS: replacement by the CONCESSIONAIRE of luminaire in ADDITIONAL STREET LIGHTING POINT installed by SUBDIVIDERS on OTHER ROADS;

ii. REPLACEMENT OF LUMINAIRE IN ADDITIONAL STREET LIGHTING POINT INSTALLED BY SUBDIVIDERS ON MAIN ROADS: replacement by the

CONCESSIONAIRE of luminaire in ADDITIONAL STREET LIGHTING POINT installed by SUBDIVIDERS on MAIN ROADS.

1.201. SUSEP: Superintendence of Private Insurance, federal government entity, created by Decree-Law No. 73, dated November 21, 1966, responsible for authorizing, controlling, and supervising the insurance, open private pension, capitalization, and reinsurance markets in Brazil;

1.202. REAL ANNUAL DISCOUNT RATE: discount rate, in real terms, on an annual basis, corresponding to the percentage resulting from the multiplication of the REFERENCE RATE by the MULTIPLICATION FACTOR, calculated according to the PAYMENT MECHANISM;

1.203. REAL MONTHLY DISCOUNT RATE: discount rate, in real terms, on an monthly basis, corresponding to the percentage resulting from the multiplication of the REFERENCE RATE by the MULTIPLICATION FACTOR, calculated according to the PAYMENT MECHANISM;

1.204. REFERENCE RATE: average of the last 12 (twelve) months of the real gross interest rate on the sale of IPCA+ Treasury Bills with semi-annual interest (Principal NTN-B or, in its absence, another one that replaces it), ex-ante the deduction of the income tax, due in 2040 or with a due date more compatible with the end of the CONCESSION TERM, published by the National Treasury Office, without considering the portion pertaining to the IPCA variation;

1.205. ACCEPTANCE TERM: document issued by the INDEPENDENT CERTIFIER after analysis and validation of the actions performed by the CONCESSIONAIRE in the MUNICIPAL STREET LIGHTING NETWORK as provided for in the SERVICES AND INVESTMENTS SPECIFICATIONS;

1.206. TRANSFER OF ASSETS AND SERVICES DELIVERY TERM: document issued by the GRANTING AUTHORITY and signed by the PARTIES for the expiry of PHASE 0, aiming at the undertaking by the CONCESSIONAIRE of the SERVICES and the formal establishment of the transfer of the REVERSIBLE ASSETS to the CONCESSIONAIRE, in keeping with the terms and conditions established in the CONTRACT AGREEMENT;

1.207. MODERNIZED AND STREAMLINED MUNICIPAL STREET LIGHTING NETWORK TERMS OF RECEIPT: term issued by the GRANTING AUTHORITY after the issuance of all the ACCEPTANCE TERMS referring to the CONCESSION MILESTONES;

1.208. USERS: set of those benefitting from the MUNICIPAL STREET LIGHTING NETWORK;

1.209. REIMBURSEMENT VALUES: relating to:

- i. remuneration owed to B3 corresponding to R\$ 479.016,38 (four hundred and seventy-nine thousand sixteen reais and thirty-eight cents) with a base date 30/06/2022,

subject to annual inflation adjustment based on the IPCA variation, owed to B3, which must be paid through a bank slip issued in the name of the ADJUDICATOR's ACCREDITED PARTICIPANT, under the terms of the B3 PROCEDURE MANUAL, APPENDIX of the REQUEST FOR PROPOSAL;

ii. remuneration owed to the Support Fund for Structuring Concession Projects and PPP – FEP for carrying out studies pertaining to the purpose of the CONCESSION, in a bank account to be previously indicated. The reimbursement amount mentioned is composed of 3 (three) components:

a. the value of R\$ 3,071,360.00 (three million seventy-one thousand three hundred and sixty reais), duly restated by the Average Referential Rate of the Special Settlement and Custody System (Selic), from 08/10/2021, including, until the effective date of reimbursement by the ADJUDICATOR, excluding such date;

b. the additional percentage of 10% (ten percent) levied on the amount mentioned in item “a” above, duly updated, as remuneration for the Support Fund for Structuring Concession Projects and PPP – FEP; and

c. the additional value of R\$ 428,793.19 (four hundred and twenty-eight thousand seven hundred and ninety-three reais and nineteen cents), as maintenance of the Support Fund for Structuring Concession Projects and PPP – FEP, duly restated by the Average Reference Rate of the Special Settlement and Custody System (Selic), since 26/05/2021, including, up to the effective reimbursement date by the ADJUDICATOR, excluding such date.

1.210. ESTIMATED VALUE OF THE CONTRACT AGREEMENT: R\$ 190.802.907,81 (one hundred ninety million, eight hundred and two thousand, nine hundred and seven reais and eighty-one cents), amount corresponding to the sum of the projected revenue from the CONCESSION operation, in real terms and constant values, with reference to the MAXIMUM MONTHLY AVAILABILITY PAYMENT and CAPEX EXPANSION PAYMENT, undertaking full compliance with the GENERAL PERFORMANCE INDEX and considering the implementation of all CONCESSION MILESTONES;

1.211. CONTRACT AGREEMENT VALUE: value corresponding to the sum of the projected total revenues from the CONCESSION operation, in real terms and constant values, with reference to the MONTHLY OFFERED PAYMENT and CAPEX EXPANSION PAYMENT, assuming full compliance with the GENERAL PERFORMANCE INDEX and considering the implementation of all CONCESSION MILESTONES;

1.212. **INDEPENDENT CERTIFIER:** legal entity to be hired to provide support to the contractual follow-up process, under the terms of this **REQUEST FOR PROPOSAL** and the **CONTRACT AGREEMENT**, especially to assess the **GENERAL PERFORMANCE INDEX** and accomplishment of the **CONCESSION MILESTONES**;

1.213. **ROADS WITH TELEMAGEMENT:** **MAIN ROADS** in which the implementation of the **TELEMAGEMENT SYSTEM** in the **STREET LIGHTING POINTS**.

1.214. **MAIN ROADS:** Roads in the **CONCESSION AREA** with **LIGHTING CLASS** of vehicles **V1, V2 or V3**.

APPENDIX 2 – DRAFT CONTRACT AGREEMENT

This document shall be made available separately.

APPENDIX 3 – CLARIFICATION REQUEST TEMPLATE

Municipality, [●] [●], 20[●].

TO THE BIDDING COMMITTEE

Ref.: REQUEST FOR PROPOSAL - Clarification Request

Dear Sir or Madam,

[PROPONENT], through its legal representative(s), presents the following request for clarification regarding the REQUEST FOR PROPOSAL.

Number of question made	Item of the REQUEST FOR PROPOSAL	Clarification Requested
1	Enter item of the REQUEST FOR PROPOSAL to which the requested clarification refers	Clearly write the clarification request intended in the form of a question
2	Enter item of the REQUEST FOR PROPOSAL to which the requested clarification refers	Clearly write the clarification request intended in the form of a question
[...]	Enter item of the REQUEST FOR PROPOSAL to which the requested clarification refers	Clearly write the clarification request intended in the form of a question

Terms written in capital letters shall have the meanings assigned to them in the REQUEST FOR PROPOSAL, when not defined otherwise.

Sincerely,

[PROPONENT]

Person responsible for contact: [●]

Telephone No.: [●]

Email address: [●]

APPENDIX 4 – PRESENTATION LETTER FOR COMMERCIAL PROPOSAL TEMPLATE

Municipality, [●] [●], 20[●].

TO THE BIDDING COMMITTEE

Ref.: REQUEST FOR PROPOSAL – COMMERCIAL PROPOSAL.

Dear Sir or Madam,

1. In response to the call from the GRANTING AUTHORITY, we present our COMMERCIAL PROPOSAL for the accomplishment of the object of the PUBLIC BIDDING in reference.
2. We propose, as the value of the MONTHLY OFFERED PAYMENT to be paid by the GRANTING AUTHORITY, for the performance of the SERVICES object of this PUBLIC BIDDING as defined in the REQUEST FOR PROPOSAL, after the delivery of all CONCESSION MILESTONES and considering the full compliance with the GENERAL PERFORMANCE INDICES, the value of R\$ [●] ([●]), on the BASE DATE.
3. We expressly represent that:
 - i. this COMMERCIAL PROPOSAL is valid for 180 (one hundred and eighty) days, counted from the ENVELOPES DELIVERY DATE, as specified in the REQUEST FOR PROPOSAL;
 - ii. In calculating the amounts proposed in Item 2 above, all charges, taxes, costs (including, but not limited to, costs for meeting the labor rights guaranteed in the Federal Constitution, labor laws, regulations, in the collective labor agreements and in the consent decrees in force) and expenses required for the execution of the CONCESSION, as well as the REIMBURSEMENT VALUES, according to elements of the REQUEST FOR PROPOSAL and the CONTRACT AGREEMENT;
 - iii. we agree, fully and without any restriction, with the contracting conditions established in the REQUEST FOR PROPOSAL in reference and respective APPENDICES as well as in the CONTRACT AGREEMENT and respective ATTACHMENTS;
 - iv. we confirm that we are fully aware of the object of the CONCESSION, the SERVICES to be provided, as well as the conditions for performing the CONTRACT AGREEMENT;
 - v. we hereby undertake full responsibility for carrying out the works in accordance with the provisions of the CONTRACT AGREEMENT and applicable legal and regulatory

provisions, for investments, maintenance, and necessary improvements to the SERVICES;
and

vi. we fully comply with all obligations and requirements contained in the REQUEST FOR PROPOSAL in reference.

4. The terms written in capital letters contained in this COMMERCIAL PROPOSAL and not otherwise defined shall have the meanings attributed to them in the REQUEST FOR PROPOSAL.

Sincerely,

[PROPONENT]
[legal representative]

APPENDIX 5 – PRESENTATION LETTER FOR THE QUALIFICATION DOCUMENTS TEMPLATE

[Municipality]/ [State], [●] [●], 20[●].

TO THE BIDDING COMMITTEE

Ref.: REQUEST FOR PROPOSAL – Presentation of QUALIFICATION DOCUMENTS

Dear Sir or Madam,

1. [PROPONENT] (“PROPONENT”), through its legal representative(s), attaches the documents for its qualification in the public bidding process in question, organized according to the table of contents below.

2. Proof of experience required for TECHNICAL QUALIFICATION was fulfilled through the item(s) signed below:

() by proof of contracting a financial instrument linked to the enterprise(s) [●], by means of a copy of the contract agreement duly signed by the parties or a certificate provided by the financial institution;

() by means of a deed of public or private issue of debentures, linked to the enterprise(s) [●], according to the document entitled [●], owned by [name of the company holding the certificate], in the amount of R\$ [●], between pages [●] and [●] of the QUALIFICATION DOCUMENTS;

() by means of proof of issuance of shares in the open capital market, according to the document entitled [●], held by [name of company holding the certificate], held by [name of company holding the certificate], in the amount of R\$ [●], referring to the enterprise(s) [●], between pages [●] and [●] of QUALIFICATION DOCUMENTS;

() through proof of the incorporation of an investment fund, according to the document entitled [●], held by [name of the company holding the certificate], in the amount of R\$ [●], referring to the enterprise(s) [●], between pages [●] and [●] of the QUALIFICATION DOCUMENTS; and/or

() by means of a declaration by the PROPONENT or by a CONTROLLED, CONTROLLER entity or one under common CONTROL that proves the payment of capital in a special purpose company linked to the enterprise(s) [●], pursuant to the document entitled [●], owned by [name of the company holding the certificate], in the amount of R\$ [●], between pages [●] and [●] of the QUALIFICATION DOCUMENTS.

3. The PROPONENT expressly represents that it is fully aware of the terms of the REQUEST FOR PROPOSAL and that it accepts them in full, especially with regard to the powers conferred on the BIDDING COMMITTEE to conduct special due diligences to check the veracity of the documents submitted and seek any necessary clarifications to clear up the information contained therein.

4. The PROPONENT expressly represents that it has met all the requirements and criteria for qualification and has appropriately submitted the QUALIFICATION DOCUMENTS, as defined in the REQUEST FOR PROPOSAL.

5. The PROPONENT further declares that the QUALIFICATION DOCUMENTS presented herein are complete, true, and accurate in every detail.

6. Terms written in capital letters shall have the meanings assigned to them in the REQUEST FOR PROPOSAL, when not defined otherwise.

[PROPONENT]

[legal representative]

APPENDIX 6 – GENERAL STATEMENT TEMPLATE

[Municipality]/ [State], [●] [●], 20[●].

TO THE BIDDING COMMITTEE

Ref.: REQUEST FOR PROPOSAL – General Declarations

[PROPONENT] (“PROPONENT”), through its legal representative, attaches the documents for its qualification in the aforementioned bidding process and, under the penalties of the Law, especially Article 299 of the Brazilian Penal Code, it states that:

- i. it has read and agrees with the REQUEST FOR PROPOSAL, its content and its attachments, and even the BIDDING COMMITTEE’s clarification statements that were attached thereto, as well as that it has full knowledge and agreement with all the PUBLIC BIDDING information and conditions;
- ii. the COMMERCIAL PROPOSAL submitted to participate in this PUBLIC BIDDING was prepared independently by the PROPONENT, and the content of the COMMERCIAL PROPOSAL was not, in whole or in part, directly or indirectly, informed, discussed or received from any other potential or actual participant of the PUBLIC BIDDING by any means or by any person;
- iii. the intention to submit the COMMERCIAL PROPOSAL prepared to participate in this PUBLIC BIDDING was not reported, discussed or received from any other potential or actual participant in the PUBLIC BIDDING in question, by any means or by any person;
- iv. it did not attempt, by any means or by any person, to influence the decision of any other potential or actual participant in the PUBLIC BIDDING as to whether or not to participate in said PUBLIC BIDDING;
- v. the content of the COMMERCIAL PROPOSAL submitted to participate in the PUBLIC BIDDING, in question, shall not, in whole or in part, directly or indirectly, be communicated or discussed with any other potential or actual participant in the PUBLIC BIDDING before the award of the object of said PUBLIC BIDDING;
- vi. the content of the COMMERCIAL PROPOSAL submitted to participate in the PUBLIC BIDDING was not, in whole or in part, directly or indirectly, informed, discussed or received from any member of the PUBLIC BIDDING before the official opening of the COMMERCIAL PROPOSALS; and that it is fully aware of the content and extent of this declaration, having full powers and information to sign it;
- vii. it is in good standing with the Ministry of Labor, with regard to compliance with the

provisions of item XXXIII of Article 7 of the Federal Constitution;

viii. it is not under court-supervised or out-of-court reorganization, insolvency, temporary special administration or intervention, and yet, has not had its bankruptcy decreed by court decision; or, that their respective court-supervised reorganization plan was approved by the creditors and the court-supervised reorganization was granted in court or, in the case of out-of-court reorganization, that the out-of-court reorganization plan was approved by the competent court;

ix. it is not prevented from participating in public biddings or contracting with the Public Administration;

x. it has or has the capacity to obtain sufficient financial resources to fulfill the obligations of upfront payment of own and third-party resources necessary to accomplish the object of the CONCESSION. It also declares that (a) it has credibility in the market to take out all the insurance necessary to achieve the purpose of the CONCESSION and (b) it has or has the capacity to obtain the resources for MINIMUM SUBSCRIPTION AND PAYMENT OF THE SHARE CAPITAL, in the share capital of SPECIAL PURPOSE COMPANY to be incorporated, as set out and described in the REQUEST FOR PROPOSAL in question;

xi. it undertakes to act ethically, with integrity, legally and transparently, and is aware that neither party may offer, give or undertake to give to anyone, or accept or undertake to accept from anyone, either on its own account or through others, any payment, donation, compensation, financial advantages or benefits of any kind that constitute an illegal or corrupt practice, whether directly, indirectly or through subcontractors or third parties, as regards the purpose of this contracting, or otherwise unrelated to it, under the terms of the ANTI-CORRUPTION LAW;

xii. it is aware that the liability of the legal entity for violations of the ANTI-CORRUPTION LAW subsists in the event of contractual amendment, conversion, incorporation, merger or corporate split, covering the CONTROLLER, CONTROLLED, RELATED OR CONSORTIUM MEMBERS for the CONTRACT AGREEMENT, except for the harmful acts that occurred before the merger or incorporation date, when the successor's liability shall be restricted to the obligation to pay a fine and full redress for the damage caused, up to the limit of the transferred assets.

Terms written in capital letters shall have the meanings assigned to them in the REQUEST FOR PROPOSAL, when not defined otherwise.

[PROPONENT]

[legal representative]

APPENDIX 7 – PROXY TEMPLATE

By this proxy, [PROPONENT], [qualification], hereinafter referred to as “Grantor,” appoints its attorneys-in-fact, Mrs. [●], [qualification], resident in Brazil, to, jointly or separately, regardless of the order of appointment, perform the following acts in the Federative Republic of Brazil, in and out of court:

1. Represent the Grantor before any governmental entities, authorities or departments, publicly held or closely held corporations and any governmental agencies, including the Municipal Department of Works, to establish and maintain understandings with said public entities, agencies, bodies or departments, to receive summons and notification of any nature, to request and/or perform consultations, to request certificates and other documents, to file appeals and waive this right and to perform the necessary acts during the performance of the bidding process described in the Request for Proposal No. 03/2023 for Administrative Concession for the provision of the street lighting services in the Municipality of Foz do Iguaçu/PR, including to file appeals and waive the right to file appeals;
2. Undertake commitments and/or obligations on behalf of the Grantor and in any way contract, make agreements, give and receive discharge on behalf of the Grantor;
3. Represent the Grantor in defending its interests in court, in any instance and before any court or tribunal, including by hiring lawyers, with special powers to confess, compromise, waive, settle, give, and receive discharge; and
4. At its discretion, substitute, in whole or in part, with reservation of powers, any of the powers conferred herein, under the conditions that it deems or that they deem appropriate.

This proxy has a term of [●] ([●]) years [minimum period of one year from the ENVELOPES DELIVERY DATE].

Municipality, [●] [●], 20[●].

[PROPONENT]

[legal representative]

Telephone No.: [●]

Email address: [●]

APPENDIX 8 – DECLARATION TEMPLATE ON TIEBREAKER CRITERIA

[Municipality]/ [State], [●] [●], 20[●].

TO THE BIDDING COMMITTEE

Ref.: REQUEST FOR PROPOSAL – Declaration of Compliance with Tiebreaker Criteria

Dear Sir or Madam,

In compliance with the REQUEST FOR PROPOSAL, the [PROPONENT], through its undersigned representative(s), represents, for all due purposes, that it meets the following criteria established in Article 3, Paragraph 2 of BIDDING FEDERAL LAW:

Service	Criterion
[]	Services produced in Brazil.
[]	Services provided by Brazilian companies.
[]	Services provided by companies that invest in research and technology development in the country.
[]	Services provided by companies that prove compliance with the reservation of positions provided for by law for people with disabilities or for rehabilitated of the Social Security and that meet the accessibility rules provided for in the legislation.

In the event that the PROPONENT is a CONSORTIUM, it shall only be possible to exercise the prerogatives pertaining to the tiebreaker criteria if the conditions are fulfilled by all the members of the CONSORTIUM.

Terms written in capital letters shall have the meanings assigned to them in the REQUEST FOR PROPOSAL, when not defined otherwise

[PROPONENT]

[legal representative]

**APPENDIX 9 - DECLARATION OF SUBMISSION TO BRAZILIAN LEGISLATION AND
WAIVER OF DIPLOMATIC ROUTE TEMPLATE**

[Municipality]/ [State], [●] [●], 20[●].

TO THE BIDDING COMMITTEE

Ref.: REQUEST FOR PROPOSAL – Declaration of Express Submission to Brazilian Legislation
and Waiver of Diplomatic Route.

Dear Sir or Madam,

The [PROPONENT], through its undersigned representative(s), represents, for all due purposes, its formal and express submission to Brazilian legislation and full waiver of claiming, for any reasons in fact or in law, through diplomatic channels.

Terms written in capital letters shall have the meanings assigned to them in the REQUEST FOR PROPOSAL, when not defined otherwise

[PROPONENT]

[legal representative]

APPENDIX 10 – EQUIVALENCE DECLARATION TEMPLATE

[Municipality]/ [State], [●] [●], 20[●].

TO THE BIDDING COMMITTEE

Ref.: REQUEST FOR PROPOSAL – Equivalence Declaration

Dear Sir or Madam,

The [PROPONENT], through its undersigned representative(s), represents, under the penalties of the applicable legislation, that it does not operate in Brazil and that the documents below from the country of origin of the company (NAME AND QUALIFICATION) are equivalent to the documents required in the Request for Proposal in question.

Description of the document of the country of origin	Document required in the Request for Proposal	Item of Request for Proposal in which the document is required

Terms written in capital letters shall have the meanings assigned to them in the REQUEST FOR PROPOSAL, when not defined otherwise.

[PROPONENT]

[legal representative]

**APPENDIX 11 – EQUIVALENT DOCUMENT NON-EXISTENCE DECLARATION
TEMPLATE**

[Municipality]/ [State], [●] [●], 20[●].

TO THE BIDDING COMMITTEE

Ref.: REQUEST FOR PROPOSAL - Declaration of Equivalent Document Non-Existence

Dear Sir or Madam,

The [PROPONENT], through its undersigned representative(s), represents, under the penalties of the applicable legislation, that it does not operate in Brazil and **that the documents indicated below**, required in the REQUEST FOR PROPOSAL, do not have an equivalent document in the Company's country of origin:

- Document No. 1
- Document No. 2
-

Terms written in capital letters shall have the meanings assigned to them in the REQUEST FOR PROPOSAL, when not defined otherwise.

Sincerely,

[PROPONENT]

[legal representative]

APPENDIX 12 – B3 PROCEDURE MANUAL

This appendix will be made available in another document.