



STATE SECRETARIAT FOR INFRASTRUCTURE AND ENVIRONMENT

### **ANNEX III - SET OF SPECIFICATIONS**

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## Introduction

This CONCESSION to explore the ZOO, the BOTANIC GARDEN and the FARM is carried out in order for these assets to be able to foster education, awareness, leisure and conservation of the environment, since they are places for public visitation and for conducting studies and research.

To this end, this CONCESSION focuses on animal wellbeing and on maintaining typical flora collections, thereby seeking to effectively foster preservation of biodiversity.

The CONCESSIONAIRE is assigned with the set of obligations and activities that, split into thematic fields - Fauna and Flora - fulfill the minimum obligations for operating the ZOO, the BOTANIC GARDEN and the FARM, in compliance with ANNEX I, aiming at fulfilling the purpose of the CONCESSION.

In this document, Assignments are sorted into three groups with specific end purposes:

1. **Facilities and Operation of Facilities**, assigned with managing and upkeeping the BOTANIC GARDEN, the ZOO and the FARM;
2. **Fauna Sector Operations and Facilities**, assigned with managing the fauna and being in charge of animals' wellbeing, facilities and certifications;
3. **Flora Sector Operations and Facilities**, assigned with managing the flora and being in charge of plants' health, facilities and certifications.

Assignments also entail operating BIOLOGICAL ASSETS of Fauna and Flora within the CONCESSION AREA, except for buildings and constructions that remain under the GRANTING AUTHORITY's responsibility, with its related institutions, the FPZSP and the IBT, with said buildings and constructions listed in ANNEX II.

Supporting Assignments to the *Fundação Parque Zoológico de São Paulo* - FPZSP and the *Instituto de Botânica* – IBT are also included in the specific Fauna and Flora sectors.

The maximum deadlines are described for each Assignment, specifying those that are linked to the date of signing of the TERM OF DELIVERY OF THE PUBLIC ASSET and those linked to the DATE OF SIGNING of the CONTRACT.

The CONCESSIONAIRE is in charge of creating, implementing and maintaining proper signage and means of communication for advertising the ZOO, the BOTANIC GARDEN and the FARM, and it shall also notify on the execution of construction works and other interventions. The CONCESSIONAIRE shall disclose, in places easy to read, on its homepage and by means of advertising activities, the fact that it is a CONCESSION carried out by the State of São Paulo. The CONCESSION's start and end areas, where visitors are allowed access, should also be identified.

The CONCESSIONAIRE shall be free to carry out its activities within the CONCESSION AREA provided they are related to exploiting the Zoo and the Botanic Garden as well as management, environmental education, recreation, leisure, cultural and ecotourism activities, with their related services, always in compliance with AUCTION NOTICE, the CONTRACT and its ANNEXES, and specifically in the CONCESSION AREA-SP, the Management Plan for the State Park Ipiranga Springs.

The CONCESSIONAIRE must provide, throughout the entire CONCESSION, all permits in charge of preserving tangible and/or intangible assets that may be required due to sites within the area being declared as listed

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properties, subject to Resolution SC no. 103/2018, which provides for the listing of the State Park Ipiranga Springs by CONDEPHAAT and Resolution No. 40/2018 of CONPRESP, so that any physical intervention in a listed property is to be preceded by a project that was previously approved by CONDEPHAAT and CONPRESP, and following all guidelines listed in ANNEX XXVI .

The CONCESSIONAIRE shall provide, throughout the entire CONCESSION, the specific environmental permits and respective environmental licenses, when applicable.

**1. Facilities and Operation of Facilities**

**1.1. Facilities**

**1.1.1. Introducing an internal connection solution between the Fauna and Flora Sectors**

The CONCESSIONAIRE shall introduce, by the end of the 24th month counted from the date of signing of the TERM OF DELIVERY OF THE PUBLIC ASSET, an internal connection and public use solution between areas of the Fauna-ZOOLOGICAL and Flora-BOTANIC GARDEN Sectors, subject to the perimeters defined in ANNEX I, within the CONCESSION AREA-SP.

**1.1.2. Introducing a transport solution between the Fauna and Flora Sectors**

The CONCESSIONAIRE shall introduce, by the end of the 60th month from the date of signing of the TERM OF DELIVERY OF THE PUBLIC ASSET, and within the CONCESSION AREA, a passive and motorized transport solution between areas of the BOTANIC GARDEN and the ZOO, ensuring widespread access to everyone.

**1.1.3. Setting up a Military Police Base in the Concession Area**

If the CONCESSIONAIRE wishes to change the location of the Military Police Base, it shall be in charge of setting up at least one new Military Police Base at the CONCESSION AREA-SP, with the latter to feature, at the very least, the same technical traits (area, furnishings and available equipment) of the current Military Police base in the area administered by the FPZSP, and fulfilling all construction-related quality standards, pursuant to the terms specified in ANNEX XII.

If the Military Police Base is kept at the same place, necessary renovations are to be carried out so as to ensure fulfillment of all construction quality standards, under the terms set out under ANNEX XII.

**1.1.4. Introducing and Maintaining PEFI Fauna Corridors**

The CONCESSIONAIRE shall, by the end of the 60th month as of the date of signing of the TERM OF DELIVERY OF THE PUBLIC ASSET, develop a solution and mitigate impacts on the *Parque Estadual Fontes do Ipiranga's* (PEFI) native wildlife intrinsic to the CONCESSION AREA-SP, and in a way that is attuned to the INTERVENTION PLAN.

The solution shall provide for monitoring of native fauna, maintenance of fauna corridors at the *Parque Estadual Fontes do Ipiranga* as well as a study to assess any demands for setting up any new facilities for transit of wild animals within the grounds, featuring at least:

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- a. identification of priority areas for setting up devices aimed at reducing deaths due to animals being run over or electrocuted;
- b. quantitative and qualitative proposals for said devices in a way that is suited to each point where facilities are to be set up;
- c. on-site investigation on the viability and construction of animal corridors and barriers at strategic points, defined based on the study to be devised;
- d. goals for reducing the number of wild animals that are either run-over or electrocuted;
- e. engineering devices for transposition in each of these points and a breakdown of structures used.

The solution introduced by the CONCESSIONAIRE shall include monitoring of fauna corridors and assessing their effectiveness, with special attention to be paid to preserving howler monkey (*Alouatta sp.*) populations.

The CONCESSIONAIRE is to take into account, as part of its monitoring, the number and frequency of occurrences and rescues carried out at the AREA OF CONCESSION-SP, including, if available, data and information collected by the FPZSP and the IBT.

**1.1.5. Communication and Signaling**

The CONCESSIONAIRE shall develop and provide, by the end of the 24th month starting from the date of signing of the TERM OF DELIVERY OF THE PUBLIC ASSET, a communication and signaling solution for areas awarded in at least 03 (three) languages (Portuguese, Spanish and English), aiming for universal accessibility, according to ABNT NBR 9050.

The solution shall contain, at the very least:

- i) visual signage in the CONCESSION AREA encompassing all of the CONCESSION's constituents, such as: constructions, accesses, parking space, vehicles, public amenities, attractions, information panels, signs, as well as activities and construction work undertaken, among others;
- ii) submit standardized, integrated and accessible visual language in order to enhance the landscape and promote environmental education, putting up things like maps, news panels, interpretive events and charts, signage, warning and directional signs, and identifying all public amenities and public amenity attractions;
- iii) improvements in the CONCESSION AREA's signs and markings signage, aimed at ensuring the safe transit of its USERS;
- iv) materials used in the signage shall be durable, resistant to vandalism, and easy to upkeep and replace. The use of sustainable materials that generate the least possible impact on the park's natural shall be considered;
- v) contents shall bring educational and functional information on all sites, as the case may be, to inform as well as environmentally educate users, including a map with the location of attractions, providing adequate visual orientation;
- vi) the visual identity shall also serve to help develop products to be sold in the CONCESSION AREA.

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**1.2. Facility Operations**

**1.2.1. Facility Operating Master Plan**

The CONCESSIONAIRE shall devise and submit, by the end of the 3rd month effective the DATE OF SIGNING of the CONTRACT, the Facility Operating Master Plan to the GRANTING AUTHORITY, which shall have an admissibility phase, with a period of 05 (five) working days, for it to be able to verify that all information and documents required for evaluation have been delivered by the CONCESSIONAIRE.

Within this term, the GRANTING AUTHORITY shall notify the CONCESSIONAIRE about the non-admissibility, if it identifies a lack of necessary information and/or documents.

If it receives notification about non-admissibility, the CONCESSIONAIRE shall submit the Facility Operating Master Plan again to the GRANTING AUTHORITY within 05 (five) working days, which shall undergo another admissibility stage.

If the Facility Operating Master Plan is admissible, the GRANTING AUTHORITY shall evaluate the Facility Operating Master Plan submitted by the CONCESSIONAIRE within a period of 30 (thirty) days, extendable only once, for the same period.

The GRANTING AUTHORITY shall evaluate fulfillment of obligations provided for under the CONTRACT and ANNEXES, and shall evaluate or reject, or determine changes, in case of breaches of contract. -For those points that do not represent non-compliance with the duties foreseen in the CONTRACT or ANNEXES, The GRANTING AUTHORITY may submit comments or ideas in order to improve it, and it is at the CONCESSIONAIRE's discretion to accept or not the suggestions that may have been submitted to it.

After the GRANTING AUTHORITY's statement regarding the contents of the Facility Operating Master Plan and subject to other conditions provided for under the CONTRACT, the TERM OF DELIVERY OF THE PUBLIC ASSET to the CONCESSIONAIRE shall be signed.

After signing the TERM OF DELIVERY OF THE PUBLIC ASSET, the CONCESSIONAIRE shall start operating the existing to operate the current Facility Assets in the CONCESSION AREA, which shall be under its responsibility, notwithstanding the need to fulfill the Assignments listed in items 2.4 and 3.4 of ANNEX XVI, so that the transfer of buildings affected by them takes place.

One (1) year after signing of the CONTRACT, the Operating Master Plan may be assessed for potential adjustments after the initial period of operations.

The Facility Operating Master Plan is to be comprised of at least the following plans:

- i)* Risk and Contingency Plan;
- ii)* Emergency Fire Plan;
- iii)* Solid Waste Management Plan (SWMP);
- iv)* Health Services Waste Management Plan (HSWM);

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- v) Security Plan for Property, User and Access Control;
- vi) Maintenance Plan;
- vii) Cleaning Plan;
- viii) Maintenance Plan for Green Areas;
- ix) Sanitation Plan.

**i) Risk and Contingency Plan**

The Risk and Contingency Plan shall signal the risk of potential challenges and issues, the impact that these risks pose and the contingency strategies and actions to either mitigate or remove them in regard to the assets, the BIOLOGICAL ASSETS, and attractions, among others.

It shall include at least:

- a. identification of needs and potential issues;
- b. risk impact assessment;
- c. definition of priorities;
- d. contingency strategy and control planning;
- e. Contingency Plan testing; and
- f. Staff training program.

**ii) Fire Emergency Plan**

The Fire Emergency Plan shall bring information on prevention and combat systems and equipment to be installed, procedures and systems for evacuating areas and other types of emergencies, in accordance with the determinations and technical instructions of the São Paulo State Military Fire Brigade, for the grounds covered by the CONCESSION, as well as by Federal Law No. 13.425 of 03/30/2017, in addition to SIMA's "Fire-Door" Program. The Fire Emergency Plan shall be inspected by the São Paulo State Military Fire Brigade, upon the periodic renewal of the FDIR, and shall provide for at least the following in each construction and area:

- a. location;
- b. type of construction;
- c. occupation;
- d. population;



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- e. operating characteristics;
- f. disabled people;
- g. specific risks inherent to the activity;
- h. existing materials;
- i. definition of human resources;
- j. definition of equipment, devices and systems necessary for preventing and fighting fires;
- k. definition of basic emergency fire procedures; and
- l. Training/refresher program for personnel/fire brigade.

**iii) Solid Waste Management Plan (SWMP)**

The Solid Waste Management Plan shall identify the type and quantity of generation of each type of waste, indicating the environmentally sustainable treatment methods for the generation, conditioning, transport, transshipment, treatment, recycling, destination and final disposal stages.

The Plan shall feature at least the following:

- a. company identification
  - i. Company Name, CNPJ, IE, Trade Name;
  - ii. Environmental Licensing Process Number;
  - iii. Main business activity;
  - iv. Company address;
  - v. legal responsible for the enterprise and contact persons.
- b. technical manager identification
  - i. data of the technical responsible for the preparation of the SWMP
- 4. characterization of the solid waste management system
  - i. determination/identification and quantification of waste generation points;
  - ii. determination/identification and quantification of waste segregation points;
  - iii. quantification, identification and classification of each type of waste based on the NBR 10.004 Standard - Classification of Solid Waste and pertinent CONAMA Resolutions;

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- iv. monthly (real/estimated) amount of waste generated at each point;
  - v. indication of how to store waste;
  - vi. Information about whether there is a waste storage;
  - vii. information on the frequency of waste generation;
  - viii. indication of the destination of waste generated.
4. guidelines and strategies for solid waste management operating procedures
- i. organizational structure involving:
    - description of procedures to be used for segregation, collection, packaging, storage, transshipment and final destination of all generated waste, signaling the points of waste, losses, non-segregation, inadequate forms of storage, storage, transport, treatment and final destination of waste;
    - submit a Contingency Plan, describing emergency and contingency procedures;
    - schedule for introduction and/or development of actions, plans and programs that are part of the SWMP;
    - Environmental Education Action Plan with the generating unit's staff.

**iv) Health Services Waste Management Plan (HSWMP)**

The Health Services Waste Management Plan (HSWMP) shall contain identification of the type and amount of waste generation from human and/or animal health services, indicating the environmentally correct ways for handling, during the stages of generation, packaging, transport, transshipment, treatment, recycling, destination and final disposal, including information on the licenses obtained.

The HSWMP shall be composed, at a minimum, of the following elements:

- a. general information on the enterprise;
- b. data on the enterprise's civil liable party;
- c. data on the legal technical responsible for devising the HSWMP;
- d. staff responsible for the HSWMP;
- e. elements of the HSWMP;
- f. aspects of classification and quantification of waste and monitoring of indicators;
- g. segregation of waste;

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- h. pre-treatment of waste;
- i. storage of residue and waste, by group and subgroup and identification;
- j. temporary storage;
- k. internal collection and transportation;
- l. external storage;
- m. external collection and transportation;
- n. health service waste transfer station;
- o. external treatment of waste;
- p. final disposal of waste;
- q. system for treating liquid effluents generated by the establishment;
- r. Contingency Plan for adverse events;
- s. occupational health and worker safety;
- t. HSWMP implementation schedule.

**v) Property, User and Access Control Security Plan**

The Property Security Plan involves property surveillance and monitoring of the CONCESSION AREA's entire perimeters, including all existing Reception areas, and shall contain at least the following elements:

- a. identification, listing and technical data of areas to be monitored;
- b. definition of surveillance perimeters;
- c. definition of the location of fixed surveillance posts;
- d. definition of security levels covered;
- e. definition of human and technological resources:
  - i. image monitoring system;
  - ii. perimeter alarm system;
  - iii. camera positioning/mapping;

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- iv. positioning of fixed surveillance posts and time period of coverage;
- 6. definition of the routine and route of surveillance rounds;
- 7. definition of the surveillance team:
  - i. duties/positions;
  - ii. quantities;
  - iii. schedules and working hours per staff member;
- 8. Standard Operating Procedures (SOP) for surveillance activities;
- 9. image monitoring system to be used:
  - i. systems configuration
  - ii. main duties
- 10. Personnel Training/Refresher Program.

The Access Control Plan entails controlling access to all grounds awarded under the concession, and shall include the following:

- a. identification and listing of access points to the CONCESSION area;
- b. definition of the access policy;
  - i. definition:
    - public access areas (open access, without registration);
    - controlled areas (with controlled access, without registration);
    - restricted areas (with restricted access, requiring registration);
  - ii. criteria and procedures related to controlling access of personnel and suppliers:
    - registration of visitors;
    - visitor access and transit control;
  - iii. criteria and procedures related to controlling access of personnel and suppliers' vehicles:
    - vehicle registration;
    - vehicle access and traffic control;

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- vehicle parking;
- iv. criteria and procedures related to visitor access control:
  - parking of visitors' vehicles;
  - visitor access and transit control within and between the park's public amenities;
- c. definition of human and technological resources:
  - i. access control system;
  - ii. perimeter alarm system and its mapping;
  - iii. positioning of access points;
  - iv. time periods for each access point;
- d. definition of the surveillance team:
  - i. duties/positions;
  - ii. quantities;
  - iii. schedules and work shifts per staff member;
- e. Standard Operating Procedures (SOP) for surveillance activities;
- f. access control system to be used:
  - i. system setup;
  - ii. main duties;
- g. Personnel Training/Refresher Program.

**vi) Maintenance Plan**

The Maintenance Plan shall describe all Facility Assets, including all areas and public amenities to be retained within the CONCESSION AREA, including the Standard Operating Procedures (SOP) for carrying out all relevant activities.

The Maintenance Plan shall include at least the following:

- a. identification, listing and technical data of constructions, public amenities and areas covered by the plan:
  - i. internal and external maintenance of constructions (façades, paving, parking spaces);

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- ii. public amenities;
  - iii. systems;
- b. types of maintenance to be provided:
  - i. construction/property;
  - ii. electric (LT, MT, HT);
  - iii. hydraulics;
  - iv. mechanics;
  - v. electronics;
  - vi. telephony;
  - vii. inspection and preventive maintenance plans (schedule).
- c. teams:
  - i. roles/positions;
  - ii. quantity per role/position;
  - iii. schedules and work shifts per staff member;
- d. resources for undertaking activities (parts, tools, equipment, systems, machines, devices, etc.);
- e. definition of service priority levels;
- f. critical need of the equipment;
- g. Standard Operating Procedure (SOP) for the most complex maintenance activities (at least);
- h. maintenance management system (services) to be used:
  - i. system setup;
  - ii. main functions;
- i. Personnel Training/Refresher Program.

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**vii) Cleaning Plan**

The Cleaning Plan shall describe all Facility Assets, including all areas and public amenities, to be cleaned within the CONCESSION AREA, and shall contain the standard operating procedures (SOP) for carrying out all cleaning-related activities.

The Cleaning Plan shall contain at least the following:

- a. identification and listing and technical data of areas, public amenities and objects to be cleaned;
- b. routine plans for cleaning and collecting waste (schedules, shifts, frequencies, personnel in charge, etc.) for each type of area to be cleaned:
  - i. public restrooms;
  - ii. restricted-access restrooms;
  - iii. inside building cleaning (floors, walls, glass, furnishings, etc.);
  - iv. outside cleaning (pavings, paved areas, traffic routes, green areas, etc.);
  - v. cleaning of technical areas (veterinary hospital, laboratories under its responsibility, libraries, etc.);
- c. teams:
  - i. roles/positions;
  - ii. number per role/position;
  - iii. schedules and work shifts per staff member;
- d. resources for carrying out activities (cleaning products, tools, equipment, systems, machines, devices, etc.);
- e. definition of service priority levels;
- f. Standard Operating Procedures (SOP) for more challenging cleaning activities (at least);
- g. cleaning management system (services) to be used:
  - i. system setup;
  - ii. main roles;
- h. Personnel Training/Refresher Program.

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**viii) Green Area Maintenance Plan**

The Green Area Maintenance Plan shall describe the execution of activities related to upkeep green areas, including Standard Operating Procedures (SOP) for the entire CONCESSION AREA, including green areas between buildings under the responsibility of the GRANTING AUTHORITY.

The Green Area Maintenance Plan shall include at least:

- a. Identification, listing and technical data of green areas to be cared for;
- b. routine conservation plans with appointment of schedules, shifts, frequencies, personnel in charge of the following activities:
  - i. cleaning of all residues that are hazardous to gardens;
  - ii. weeding in general;
  - iii. pruning shrubs to control plant growth;
  - iv. application of pest control products;
  - v. watering and fluffing the soil within the beds and pots;
  - vi. fertilization and repairs in general;
  - vii. periodic lawn mowing.
- c. Teams:
  - i. roles/positions;
  - ii. number per role/position;
  - iii. schedules and work shifts per staff member;
- d. resources for carrying out activities (equipment for gardening, pruning, fertilizing, clearing, etc.);
- e. definition of priority levels of areas;
- f. Standard Operating Procedures (SOP) for the most challenging green area maintenance activities (at least);
- g. service management system to be used:
  - i. system setup;



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ii. main roles;

h. Employee Training/Refresher Program Plan.

**ix) Sanitation Plan**

The Sanitation Plan shall describe the execution of planned activities, taking into account current diagnosis as well as their operating and improvement needs within the CONCESSION AREA.

In the event that the CONCESSIONAIRE chooses to operate itself the Water Treatment Station (WTS) and Sewage Treatment Station (STS) facilities in the ZOO, operating plans for related facilities are to be submitted.

In order to meet the demands of the entire CONCESSION AREA, the CONCESSIONAIRE shall describe short, medium and long-term goals concerning water supply, sewage collection and removal, which are to be aligned with the INTERVENTION PLAN.

Within the scope of the Plan, actions for emergency and contingency situations shall be provided for, with different options for handling incidents in case of shortages and contamination of water supplies, such as:

- i. use of artesian wells;
- ii. water reserve to ensure continuity of the water supply;
- iii. use of water trucks, etc.

**1.2.2. Commercial Services and Ticket Revenue**

**1.2.2.1. Zoo and Zoo Safari**

The CONCESSIONAIRE, effective the date of signing of the TERM OF DELIVERY OF THE PUBLIC ASSET, shall take over commercial services, except for the ticket office, in the CONCESSION AREA, whereas the FZPSP shall be responsible for terminating Permissions in force.

Termination of Permissions and other current contracts is a condition for signing the TERM OF DELIVERY OF THE PUBLIC ASSET, unless the CONCESSIONAIRE formally states that it accepts to receive the asset with a specific permissionaire.

The CONCESSIONAIRE shall take over the ZOO and the Zoo Safari's ticket offices at the same time that it takes over the BIOLOGICAL ASSETS of Fauna, under the terms of Clause 8.2 of the CONTRACT, with the FPZSP being responsible, until this date, for operating the ticket office and for collecting its earnings, regardless of whether the CONCESSIONAIRE took over possession of the CONCESSION AREA.

After taking over operations of the BIOLOGICAL ASSETS of Fauna, the CONCESSIONAIRE shall carry out the ZOO's ticket services, having ownership over its earnings.

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**1.2.2.2. Botanic Garden**

The CONCESSIONAIRE, effective the date of signing of the TERM OF DELIVERY OF THE PUBLIC ASSET, shall take over all CONCESSION AREA services, whereas the IBT shall be responsible for terminating Permissions in force.

Termination of Permissions and other current contracts is a condition for signing the TERM OF DELIVERY OF THE PUBLIC ASSET, unless the CONCESSIONAIRE formally states that it accepts to receive the asset with a specific permissionaire.

Effective the signing of the TERM OF DELIVERY OF THE PUBLIC ASSET, the CONCESSIONAIRE shall be responsible for carrying out the BOTANIC GARDEN's ticket services, having ownership over its earnings.

**1.2.3. Property Security**

After signing the TERM OF DELIVERY OF THE PUBLIC ASSET, the CONCESSIONAIRE shall be in charge of the entire CONCESSION AREA's Property Security, to include the following services:

- i) Property Surveillance Services;
- ii) Fire Brigade Services;
- iii) Installing, Operating and Maintaining CCTV Systems;
- iv) Access Control, including the *Fundação Parque Zoológico de São Paulo* and the *Instituto de Botânica's* current administrative entrances.

This assignment is to be fulfilled in compliance with the Property Security and Access Control Plan, the Risk and Contingency Plan and the Fire Emergency Plan specified in the Facility Operating Master Plan contained in the FACILITY OPERATING MASTER PLAN.

**1.2.3.1. Property Surveillance Services**

Effective the signing of the TERM OF DELIVERY OF THE PUBLIC ASSET, the CONCESSIONAIRE carry out property surveillance services using qualified professionals and all necessary resources throughout the entire CONCESSION AREA.

The CONCESSIONAIRE shall be responsible for providing an appropriate solution for property surveillance services, including fixed surveillance posts and watch houses for surveillance patrols.

The CONCESSIONAIRE shall notify the GRANTING AUTHORITY, within up to 24 (twenty-four) hours, on any incident resulting in substantial damages to assets located within the CONCESSION AREA.

**1.2.3.2. Fire Brigade Services**

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Effective the signing of the TERM OF DELIVERY OF THE PUBLIC ASSET, the CONCESSIONAIRE shall carry out the CONCESSION AREA's fire brigade services, in accordance with the guidelines of Technical Instruction number 17t of the São Paulo State Fire Brigade, of the CONCESSION AREA.

Fire brigade services shall include:

- a. visual inspections and regular testing of the sprinkler network;
- b. regular visual inspections and testing of emergency pumps;
- c. daily checks of water availability for the fire-fighting system;
- d. daily checks of fire hydrants, fire extinguishers and accessories;
- e. inspection, maintenance control and organization of the ambulance, if applicable;
- f. control and arrangement of emergency equipment, such as first aid kit bags, stretchers, escape self-breathing apparatus, etc.);
- g. inspections in work areas, isolation of risk areas, provide preventive instructions to visitors;
- h. first aid care and transport of victims to the hospital, if applicable;
- i. rescue in confined spaces and overhead work, if any;
- j. lifeline assembly with rope and rescue equipment for overhead work and confined spaces, if applicable;
- k. fire-fighting training, first aid, use of Personal Protective Equipment (PPE);
- l. inspection, testing and monitoring of maintenance procedures in the alarm system;
- m. devising and completing spreadsheets, reports and presentations related to subjects of fire prevention, incidents, maintenance and adjustment requirements, etc;
- n. field inspections based on the fire department's plan;
- o. assistance in devising, introducing and maintaining the fire emergency plan;
- p. conducting training of the emergency brigade;
- q. devising escape plans and emergency drills.

**1.2.3.3. Installation and Maintenance of CCTV Systems**

By the end of the 5<sup>th</sup> month effective the signing of the TERM OF DELIVERY OF THE PUBLIC ASSET, the CONCESSIONAIRE shall have finished installing CCTV systems and started operating and maintaining them, in addition to access control (turnstiles, gates, visitor registration systems, perimeter alarms, etc.).



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By the end of the 5<sup>th</sup> month as of the signing of the TERM OF DELIVERY OF THE PUBLIC ASSET, the CONCESSIONAIRE shall introduce, operate and keep a CCTV camera surveillance footage operating center properly equipped with footage recording systems for a minimum term of 60 (sixty) days, as well as having 24 hour/day operating monitors.

CCTV systems to be installed shall have video analytical resources, such as: license plate recognition, facial recognition, visitor headcount and a virtual line for monitoring perimeter invasions at the CONCESSION AREA.

The CONCESSIONAIRE shall install CCTV cameras capable of monitoring areas at risk of trespassing by passers-by from *Avenida do Cursino*, solely aimed at providing footage to the GRANTING AUTHORITY and to the IBT so that, if necessary, they take all necessary steps may take the appropriate measures.

The white circles shown in the map below display the most vulnerable points for trespassing that need to be monitored 24 hours/day (on the upper right-hand side of the picture). In addition to detecting, the CCTV system shall be required to be able to record, detect and sound off alarms for intrusions.



**IN THE IMAGE:**

Research Buildings

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Main medium tension facilities  
North Limit PEFI area  
Electrics accidents record with howlers

**1.2.3.4. Access control**

Effective the signing of the TERM OF DELIVERY OF THE PUBLIC ASSET, the CONCESSIONAIRE shall provide an access control system at CONCESSION AREA access points using electronic controls or other similar or superior technologies available at the time of installation. Visitor, personnel, supplier and service provider admissions shall have access controls fully connected to the MCS (Management and Control System).

The CONCESSIONAIRE shall employ a parking management system connected to the access control system via automatic gates and footage recording technology. Self-service solutions are to be on-site for parking payment, both in parking spaces themselves as well as in visitor areas.

The CONCESSIONAIRE shall keep the CONCESSION AREA duly enclosed, when it comes to outside areas adjacent to avenues/streets or areas with high trespassing risks, and in good condition in order to keep a physical barrier to avoid access by outsiders. This perimeter shall also be monitored by camera surveillance systems and/or by perimeter sensor systems to detect and locate trespassers, duly connected to the access and monitoring control system.

This enclosure does not apply to grounds adjacent to FPZSP or IBT-occupied areas, except for specific areas defined in this ANNEX or upon common agreement under the terms of ANNEXES XVIII and XIX.

**1.2.4. Cleaning**

Effective the signing of the TERM OF DELIVERY OF THE PUBLIC ASSET, the CONCESSIONAIRE shall carry out cleaning in the CONCESSION AREA, including in buildings under the responsibility of the GRANTING AUTHORITY, of FPZSP or IBT, with the exception of the CECFAU I and II areas and the "staff house" identified in ANNEX II, to include the following services:

- i)* Cleaning of Public Use Areas;
- ii)* Cleaning of Technical Areas, including those under GRANTING AUTHORITY's, FPZSP's and IBT's responsibility;
- iii)* Cleaning of public restrooms and baby changing facilities;
- iv)* Collection and Disposal of Waste from Technical and Public Visitor Areas, including those under GRANTING AUTHORITY's, FPZSP's and IBT's responsibility;
- v)* Pest Control.

This assignment is to be carried out in accordance with the Solid Waste Management Plan (SWMP), the Health Services Waste Management Plan (HSWMP) and the Cleaning Plan included in the Facility Operating Master Plan.



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**1.2.4.1. Cleaning of Public Use Areas**

Effective the signing of the TERM OF DELIVERY OF THE PUBLIC ASSET, the CONCESSIONAIRE shall carry out cleaning services of all public use areas within the CONCESSION AREA, including:

- a. sweeping of outside patios and sidewalks;
- b. general washing of areas and outside spaces, including sidewalks and patios;
- c. cleaning and unclogging drains, unblocking them when necessary, as long as this does not entail hiring a plumber or bricklayer.
- d. collecting, depositing and disposing waste generated in a suitable place;
- e. cleaning common areas outside Cash Generating Units (CGUs - restaurants, snack bars, shops, kiosks, etc.), public restrooms, baby changing facilities, parking spaces.

**1.2.4.2. Cleaning of Technical Areas**

Effective the signing of the TERM OF DELIVERY OF THE PUBLIC ASSET, the CONCESSIONAIRE shall provide cleaning services for current technical areas within the CONCESSION AREA.

Technical areas are defined as: administrative buildings, laboratories under its responsibility, veterinary hospital, maintenance storehouses, garages, product warehouses, vehicles, nurseries, orchidariums, library, water and sewage meters, machine rooms, access and security watch houses, security surveillance room, changing rooms, buildings under the GRANTING AUTHORITY's responsibility.

**1.2.4.3. Cleaning of public restrooms and baby changing facilities**

Effective the signing of the TERM OF DELIVERY OF THE PUBLIC ASSET, the CONCESSIONAIRE shall provide cleaning services for all public use restrooms and baby changing facilities throughout the working hours of public amenities, in addition to providing and replacing the necessary materials for restrooms and and baby changing facilities.

**1.2.4.4. Collection and Disposal of Waste from Technical and Public Visitor Areas**

Effective the signing of the TERM OF DELIVERY OF THE PUBLIC ASSET, the CONCESSIONAIRE shall provide proper collection and proper services of solid waste produced both in public areas (visitor areas, snack bars, restaurants, stores etc.) and in the CONCESSION AREA's technical areas (animal enclosures, restrooms, baby changing facilities, medical centers, administrative buildings, garages, laboratories under its responsibility, veterinary hospital, etc.) and buildings under under GRANTING AUTHORITY's, FPZSP's and IBT's responsibility.

**1.2.4.5. Pest control**

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Effective its signing the TERM OF DELIVERY OF THE PUBLIC ASSET, the CONCESSIONAIRE carry out specialized technical pest control services in all CONCESSION perimeter grounds, including:

- a. prevention and inspection measures;
- b. pest control and vermin control, according to Resolution RDC no. 52/2009;
- c. effective against insects (cockroaches, termites, ants, flies, mosquitoes), arachnids (ticks, scorpions), rodents (mice, rats, rodents), chiroptera and birds (domestic pigeon).

Pest control services are to be undertaken by personnel properly prepared and equipped for such activities, and shall be carried out so as not to harm the local wildlife.

All dilution procedures or other authorized manipulations of cleaning products, application techniques, use and maintenance of equipment, transportation, disposal and other technical or operating procedures shall be described and made available as Standardized Operating Procedures (SOP), including information on how to proceed in case of accidents, chemical spills, health, biosafety and occupational health, in compliance with the current regulations.

Chemical products applied in pest control shall:

- i) have an active ingredient;*
- ii) have a prolonged residual effect greater than 90 days after application;*
- iii) have a low toxicological content for humans;*
- iv) be odorless;*
- v) have a vapor pressure greater than 200 kPa at 20°C;*
- vi) be photostable and non-corrosive;*
- vii) not display a mutagenic index;*
- viii) be duly registered with ANVISA;*
- ix) not use chlorinated or organophosphate substances;*
- x) submit the respective MSDS.*

**1.2.5. Maintenance**

Effective the signing of the TERM OF DELIVERY OF THE PUBLIC ASSET, the CONCESSIONAIRE shall take care of the maintenance of all Facility Assets within the CONCESSION AREA, including in buildings that are the GRANTING AUTHORITY, the FPZSP and the IBT's responsibility, with the exception of the CECFAU I and II areas and the "staff house" use building identified in ANNEX II, keeping them in sound conditions throughout the CONCESSION term, including the following services:



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- i) Parking Space and Access Route Maintenance;*
- ii) Maintenance of Mobility Equipment/Connection between Zoo, Zoo Safari and Botanic Garden;*
- iii) Maintenance of Animal Management Resources and Equipment;*
- iv) Maintenance of Animal Enclosures;*
- v) Maintenance of Public Use Areas and Buildings;*
- vi) Electrical Maintenance;*
- vii) Hydraulic Maintenance;*
- viii) Maintenance of Urban Furnishings and Visual Signage;*
- ix) Maintenance of Technical-Operating Equipment;*
- x) Maintenance of Green Areas;*
- xi) Maintenance of Fire Lines.*

This assignment is to be carried out in compliance with the Maintenance Plan and the Green Space Maintenance Plan included in the FACILITY OPERATING MASTER PLAN. At specific BOTANIC GARDEN's areas, it must carry out the assignment according to DIRECTOR PLAN rules.

**1.2.5.1. Parking Space and Access Route Operations and Maintenance**

Effective signing of the TERM OF DELIVERY OF THE PUBLIC ASSET, the CONCESSIONAIRE shall provide maintenance services for parking spaces and access points to the CONCESSION AREA, such as charging for parking, providing guidance to drivers and pedestrians, maintaining the floor/paving, maintaining signage, signs, posters and informational signs to the general public, including access to USP's Scientific Park.

**1.2.5.2. Operation and Maintenance of Urban Mobility Equipment/Connection between Urban Equipment**

Once the CONCESSIONAIRE has put in place a solution for connecting the FAUNA SECTOR to the FLORA SECTOR, as specified hereunder, the CONCESSIONAIRE shall provide maintenance services for urban mobility equipment that may be installed for transporting visitors between the ZOO and the BOTANIC GARDEN.

The CONCESSIONAIRE's staff shall be duly qualified and trained to follow all urban equipment-related safety and mobility regulations, as well as technical safety standards concerning the means of transport to be deployed and recommendations made or required by its manufacturer, focusing on low-emission means of transport.

**1.2.5.3. Maintenance of Animal Management Equipment and Resources**

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After signing the TERM OF DELIVERY OF THE PUBLIC ASSET, the CONCESSIONAIRE shall provide maintenance services for animal management resources and equipment, such as: animal transport cranes, nets, dip nets, cages, hooks, pinions, traps and containment boxes to be used by animal caretakers and by animal health professionals.

**1.2.5.4. Maintenance of animal enclosures**

After signing the TERM OF DELIVERY OF THE PUBLIC ASSET, the CONCESSIONAIRE shall provide maintenance services in the Breeding Stock's current enclosures, including: gates, railings, screens, walls, floors, hydraulic system, electrical system, temperature and/or humidity control system, etc.

Maintenance of these spaces is to be carried out with the presence of the CONCESSIONAIRE's animal caretakers handlers in case said maintenance entails the need to temporarily remove the animal from its enclosure.

Throughout the term during which the CONCESSIONAIRE does not hold a Use and Management Authorization (UMA) in its name, maintenance shall be carried out after the FPZSP's staff removes the animal.

**1.2.5.5. Maintenance of Areas and Buildings**

After signing the TERM OF DELIVERY OF THE PUBLIC ASSET, the CONCESSIONAIRE shall provide maintenance services for public use areas and buildings, such as: sidewalks, pavements, access roads, restrooms, baby changing facilities, attraction buildings and dining areas (cafeterias, snack bars, restaurants, shops, etc.), administrative areas under its responsibility and buildings under the GRANTING AUTHORITY's responsibility.

**1.2.5.6. Electrical Maintenance**

After signing the TERM OF DELIVERY OF THE PUBLIC ASSET, the CONCESSIONAIRE shall carry out electrical maintenance services within the CONCESSION AREA, including maintenance services of all installed Low Voltage (BT) and Medium Voltage (MT) electrical circuits, power distribution panels, lighting systems, primary chambers, generator sets, etc.

The CONCESSIONAIRE shall provide maintenance services for the CONCESSION AREA's entire energy system and electrical facilities to ensure availability of the supply, quality and efficient use.

The following comprise this system, among others:

- i)* primary and measurement chamber bay
- ii)* transformation bay;
- iii)* protection systems;
- iv)* panels and switchboards;
- v)* generator sets;

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- vi) no-breaks;
- vii) switches and sockets;
- viii) switches, shorting devices and control cabinet
- ix) lighting;
- x) emergency lighting;
- xi) lightning protection devices;
- xii) management of the connection with the energy concession company;
- xiii) management and operation of generator sets set up inside the CONCESSION AREA, whereas said sets may be used in emergency situations;
- xiv) supervision of noise levels established by law in the operation of generators;
- xv) supply of the necessary inputs for the operation of the generator set in emergency situations;
- xvi) regular assessment of equipment:
  - a. medium and low voltage electrical panels;
  - b. circuit breakers;
  - c. fuses;
  - d. lighting;
  - e. sockets;
  - f. power outlets
  - g. energy distribution grid

#### **1.2.5.7. Hydraulic Maintenance**

After signing the TERM OF DELIVERY OF THE PUBLIC ASSET, the CONCESSIONAIRE shall carry out hydraulic maintenance services within the CONCESSION AREA, including: water intake systems, internal distribution networks, drainage systems, pumping systems and floodgates, water and effluent treatment stations, cleaning of cisterns, water tanks and analysis and treatment of drinking and reuse water, irrigation systems for green spaces, surface cleaning of lakes, ponds, streams and ponds etc.

Hydraulic maintenance services should minimally cover the following activities:

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1. regular cleaning of hydraulic systems to ensure the quality of water and sewage (cleaning of water tanks, pipes, etc.);
2. fulfill quality standards defined by the current legislation regarding the water system, reuse system and sewage drainage;
3. monitoring the quality of drinking water by issuing Technical Reports in accordance with the current legislation and technical standards;
4. monitoring the quality of water for reuse by issuing Technical Reports according to current legislation and technical standards;
5. monitoring the quality of water in lakes by issuing Technical Reports on a semiannual basis, containing Water Quality Index (WQI), Trophic State Index (TSI) and Water Quality Index for Protection of Aquatic Life and Aquatic Communities in force by the state environmental agency.

**1.2.5.8. Maintenance of Urban Furnishings and Visual Signage**

After signing the TERM OF DELIVERY OF THE PUBLIC ASSET, the CONCESSIONAIRE shall carry out maintenance services for urban furnishings, such as: benches, tables, dumpsters, totems, poles, towers, hydrants, shelters and bus stops, drinking fountains, paracycles, playground toys, as well as all visual signage in the CONCESSION AREA, both road (signs and arrows) and markings (banners and signs painted on the ground), warning signs, billboards, posters, banners, whether signs or markings and aerial advertising concepts, sound systems etc.

**1.2.5.9. Maintenance of Technical-Operational Equipment**

After signing the TERM OF DELIVERY OF THE PUBLIC ASSET, the CONCESSIONAIRE shall carry out maintenance services for technical-operational equipment, such as: electric vehicles, fossil fuel vehicles, tractors, electric chainsaws, welding machines, sweeping machines, polishing machines, blowing machines, electrical metering systems, engines, generators, converters, hydraulic pumps, etc.

**1.2.5.10. Maintenance of Green Spaces**

After signing the TERM OF DELIVERY OF THE PUBLIC ASSET, the CONCESSIONAIRE shall provide gardening services for the entire CONCESSION AREA, which shall encompass landscaping maintenance of visitor areas and green spaces comprising the CONCESSIONAIRE and the GRANTING AUTHORITY's support and technical departments, of plant vases, as well as caring for the CONCESSION AREA's wooded areas.

Maintenance services of green spaces encompasses activities related to planting, irrigation, pruning of trees and ornamental plants, phytosanitary control, weeding, mowing, cleaning of waste generated in gardens, garden areas, plant vases, as well as caring for wooded areas inside the CONCESSION's perimeters.

Maintenance services of green spaces include at least the following activities:

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- a. carrying out planting and maintenance of outside and inside areas with grass and floral landscaping plants;
- b. pruning/cutting grass using products suited for garden maintenance, as well as native plants and trees;
- c. irrigating plants and grass;
- d. supplying, replacing, replacing plants, ornamental seedlings and grass using plants similar to the region's vegetation;
- e. installing and maintaining the garden in a clean and organized manner;
- f. carrying out general arrangement of green spaces by cutting/mowing lawns and turf, as well as necessary contours in lined areas;
- g. carrying out phytosanitary treatment of green spaces and gardens to combat and eradicate pests and parasites;
- h. pruning all plant species;
- i. storing residues generated from gardening services conducted in an appropriate place;
- j. carrying out pruning at the right times, both on trees and on shrubs. Any pruning that mischaracterizes plants is not to be carried out, and it is important to keep the natural shape of each essence;
- k. to overcome imbalances in the development of plants, insects, fungi, viruses and others shall be controlled by means of biological, physical and chemical processes. The use of chemical products such as: insecticides, fungicides, herbicides, acaricides and others should be limited to specific cases and to indispensable dosages;
- l. carrying out repairs in gardening apparatus failures whenever necessary;
- m. collecting, depositing and disposing of leaves, pruning debris and residue generated in an appropriate place.
- n. maintaining all equipment and utensils necessary for rendering services in perfect conditions of use;

This Assignment is not to be mistaken for management assignments pertaining to the BOTANIC GARDEN's Live Collections, and consequently does not apply to the Live Collection.

**1.2.5.11. Fire Line Maintenance**

After signing the TERM OF DELIVERY OF THE PUBLIC ASSET, the CONCESSIONAIRE shall keep fire lines in the CONCESSION AREA.

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**1.2.6. Utilities**

After signing the TERM OF DELIVERY OF THE PUBLIC ASSET, the CONCESSIONAIRE shall provide Utility services within the CONCESSION AREA, except for buildings to remain under the GRANTING AUTHORITY's responsibility, which are specified in ANNEX II, except for buildings that will remain under GRANTING AUTHORITY's responsibility, including:

- i) maintenance of Generator Sets;
- ii) maintenance of Primary Chambers;
- iii) continuous supply and sustainable management of water/sewage, electricity and gases (Oxygen, Nitrogen, Butane, etc.);
- iv) provision, monitoring and ensuring the quality of water for human consumption;
- v) provision, monitoring and ensuring the quality of reusable water for use in animal enclosure tanks.

This assignment is to be carried out in compliance with the Maintenance Plan, the Solid Waste Management Plan (SWMP), the Solid Waste Management Plan for Health Services (SWPHS) and the Sanitation Plan, included in the FACILITY OPERATING MASTER PLAN.

**1.2.6.1. Maintenance of Generator Sets**

After signing the TERM OF DELIVERY OF THE PUBLIC ASSET, the CONCESSIONAIRE shall provide operating, preventive and corrective maintenance services for generator sets in the CONCESSION AREA.

**1.2.6.2. Maintenance of Primary Chambers**

After signing the TERM OF DELIVERY OF THE PUBLIC ASSET, the CONCESSIONAIRE shall provide operating, preventive and corrective maintenance services for primary chambers in the CONCESSION AREA.

**1.2.6.3. Sustainable Management of Water/Sewage, Electricity and Gases (Oxygen, Nitrogen, Butane etc.)**

After signing the TERM OF DELIVERY OF THE PUBLIC ASSET, the CONCESSIONAIRE shall carry out a sustainable management of water, energy and gas resources in the CONCESSION AREA, keeping a continuous supply.

After signing of the TERM OF DELIVERY OF THE PUBLIC ASSET, the CONCESSIONAIRE is to separate its own CONCESSION AREA-related consumption accounts, including the FARM, and shall not be responsible for any costs arising from the FPZSP and/or the IBT.

The CONCESSIONAIRE shall monitor the consumption of these resources, in addition to upkeep internal systems used to collect these utilities.

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**1.2.6.4. Supply, Monitoring and Quality Assurance of Water for Human Consumption**

After signing the TERM OF DELIVERY OF THE PUBLIC ASSET, the CONCESSIONAIRE shall supply water for human consumption in the area under its management, monitoring its quality in accordance with drinkability standards governed by ANNEX XX of Consolidation Directive No. 05 (Directive 2.914/2011) of the Ministry of Health or any other body that may replace it.

Monitoring frequencies and standards shall be in accordance with art. 40 and annexes 12 and 14 of ANNEX XX of said Directive, in regard to the sampling point, number of people supplied and type of watershed, in order to assess risks to human health.

Standards are to be monitored according to drinkability tables for microbiological standards, chemical substances, cyanotoxins, radioactivity, and for organoleptic standards that represent health risks (Annexes 1, 7, 8, 9 and 10, Annex XX of Consolidation Directive No. 05 - Directive No. 2914/2011).

**1.2.6.5. Supply, Monitoring and Quality Assurance of Recycled Water**

After signing the TERM OF DELIVERY OF THE PUBLIC ASSET, and in the event that it is still in charge of the Water Treatment Station (WTS) operations, the CONCESSIONAIRE shall keep said station in compliance with the Sanitation Plan, ensuring the quality of recycled water supplied to Breeding Stock animals.

Quality monitoring shall be carried out twice a day for the following standards: pH, Color, Free Chlorine, Total Chlorine, Temperature and Turbidity, taking into account the maximum thresholds allowed by Consolidation Directive no. 05/2017 of the Ministry of Health, ANNEX XX .

**1.2.7. Customer Service**

After signing the TERM OF DELIVERY OF THE PUBLIC ASSET, the CONCESSIONAIRE shall provide Customer Services, including the following services:

- i) keep a Free Admissions Program in accordance with the regulations of ANNEX XXIII;
- ii) offer Medical Care and First Aid Assistance to Visitors and Users;
- iii) online ticket sales;
- iv) provide a Public Customer Channel for Complaints/Suggestions (Ombudsperson's Office).

This Assignment is to be carried out in compliance with the Property Security and Access Control Plan included in the FACILITY OPERATING MASTER PLAN.

**1.2.7.1. Pricing Program**

After signing the TERM OF DELIVERY OF THE PUBLIC ASSET, the CONCESSIONAIRE shall devise a price chart aligned with the regulations specified in State Law No. 17.107/2019, subject to the provisions of ANNEX XXIII.

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**1.2.7.2. Offering Medical Care and First Aid Assistance to Visitors and Users**

After signing the TERM OF DELIVERY OF THE PUBLIC ASSET, the CONCESSIONAIRE shall keep first aid assistance available to visitors and staff during the ZOO and the BOTANIC GARDEN's opening hours.

**1.2.7.3. Online Ticket Sales**

After signing the TERM OF DELIVERY OF THE PUBLIC ASSET, the CONCESSIONAIRE shall provide online ticket sales services, subject to the provisions of ANNEX XXIII .

**1.2.7.4. Customer Service Center**

After signing the TERM OF DELIVERY OF THE PUBLIC ASSET, the CONCESSIONAIRE shall make available a public service channel and an OMBUDSPERSON's OFFICE for complaints, reports and suggestions during public amenities' opening hours, as well as provide an online customer service channel for users to access and use during other times.

**1.2.8. CONCESSION AREA – FARM**

The CONCESSIONAIRE shall receive, operate and carry out maintenance of the FARM and promote any use for said area that relates to the end purpose of this CONCESSION, whereas the CONCESSIONAIRE shall be required to notify the GRANTING AUTHORITY on this intended use, and shall take all necessary steps for its adequate operations.

The FARM shall be transferred with all movable assets found there, including those currently used in agricultural production, with the exception of assets located in the CECFAU I area.

Regarding the purpose of this CONCESSION, in the case of exploitation of the FARM, activities may: (I) be mostly complementary or in support of the ZOO or the BOTANIC GARDEN, notwithstanding the possibility of surplus disposal in case of food production or seedlings; or (II) involve introducing and operating an enterprise for the use and management of wild and/or exotic fauna, with or without public visitation and legally authorized under a non-profit class (such as: zoo, wildlife caretaker, conservation-related breeding center, center for screening and rehabilitating wild animals, release and area and monitoring of fauna).

After signing the TERM OF DELIVERY OF THE PUBLIC ASSET, the CONCESSIONAIRE shall carry out operations and maintenance of this area, including, at least, the following services:

- I. maintenance of Buildings (administrative, Animal enclosures, garages, warehouses, deposits, etc.);
- II. maintenance of Green Spaces;
- III. Property and area surveillance services under its responsibility;



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- IV. Fire Brigade services;
- V. Installing and maintaining CCTV and Access Control Systems.

Deadlines for carrying out the above mentioned assignments shall be the same as those specified for similar activities undertaken by the ZOO.

As a condition for signing the TERM OF DELIVERY OF THE PUBLIC ASSET, the CONCESSIONAIRE shall carry out the photographic report and descriptive memorandum of current facilities, public amenities, assets and buildings within the CONCESSION AREA, including the inventory of machinery, agricultural and animal management equipment and FARM vehicles to comprise the CONCESSION.

The CONCESSIONAIRE shall, by the end of the 2nd month as of the DATE OF SIGNING of the CONTRACT, carry out a perimeter survey with geographic coordinates of the CONCESSION AREA - FARM, which shall remain under its responsibility and that of CECFAU I (whose guidelines are described in ANNEX XV).

After signing of the TERM OF DELIVERY OF THE PUBLIC ASSET, the CONCESSIONAIRE is to separate its own FARM-related consumption accounts, including the FARM, and shall not be responsible for any costs arising from the FPZSP and/or the IBT.

This assignment is to be carried out in compliance with the Property Security and Access Control Plan, Risk and Contingency Plan and Maintenance Plan included in the Facility Operating Master Plan.

**1.2.8.1. Building Maintenance (Administrative, Animal Enclosures, Garages, Warehouses, Deposits etc.)**

After signing the TERM OF DELIVERY OF THE PUBLIC ASSET, the CONCESSIONAIRE shall carry out maintenance services in FARM constructions, even if its staff does not use these buildings for operating the CONCESSION.

Construction maintenance services shall follow the same principles as those of similar services provided in the ZOO and in the BOTANIC GARDEN.

**1.2.8.2. Maintenance of Green Spaces**

After signing the TERM OF DELIVERY OF THE PUBLIC ASSET, the CONCESSIONAIRE shall provide maintenance services of the FARM's green spaces.

Maintenance services of green spaces shall follow the same principles as those of similar services provided in the ZOO and the BOTANIC GARDEN.

**1.2.8.3. Property Surveillance Services**

After signing the TERM OF DELIVERY OF THE PUBLIC ASSET, the CONCESSIONAIRE shall provide property surveillance services using qualified professionals, aimed at fulfilling the proposed surveillance solution, including: fixed surveillance posts and execution of surveillance patrols throughout the FARM.

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**1.2.8.4. Fire Brigade Services**

After signing the TERM OF DELIVERY OF THE PUBLIC ASSET, the CONCESSIONAIRE shall provide fire brigade services at the FARM, in accordance with guidelines and technical standards of the State of São Paulo's Military Fire Brigade.

**1.2.8.5. Installing and Maintaining CCTV and Access Control Systems**

The CONCESSIONAIRE shall, by the end of the 5th month counted from the signing of the TERM OF DELIVERY OF THE PUBLIC ASSET, install and maintain CCTV and access control systems (turnstiles, gates, visitor registration systems, perimeter alarm etc.). ) in the FARM.

**1.2.9. Management Services**

After signing the TERM OF DELIVERY OF THE PUBLIC ASSET, the CONCESSIONAIRE shall provide Management Services in the CONCESSION AREA, including:

- i) Contracting Operating Insurance Coverages;
- ii) Devising and Maintaining an Institutional Online Communications Solution;
- iii) Creating a new Visual Identity;
- iv) Installing, Operating and Supporting Contract Management and Oversight Systems;
- v) Public Use and Environmental Education Activities;
- vi) Operating Reports.

**1.2.9.1. Contracting Operating Insurance**

As a condition for signing the CONTRACT, the CONCESSIONAIRE shall have an Insurance Plan for contract performance that meets the requirements of the CONTRACT, with a reputable and seasoned insurance company able to ensure the coverage of all risks intrinsic to operating assets throughout the contract's performance.

The Insurance Plan shall be composed at least of the following policies:

- a. Operating Insurance
- b. Operating Liability Insurance
- c. Civil Liability Insurance (Damages to Third Parties in the Construction Stage)
- d. Engineering Insurance (Damages during Construction Stages)

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Policies shall be valid for at least 12 (twelve) months, except for those that include Civil Liability Insurance and Engineering Insurance, which shall have specific terms.

**a. Operating Insurance**

The Operating Insurance shall ensure compensation for losses and material damages caused to assets comprising the CONCESSION, and shall include the following minimum coverages:

- i) disturbances, vandalism, wrongful acts;
- ii) fire, lightning and explosions of any type;
- iii) electronic equipment (low voltage);
- iv) robbery and qualified theft (except for sums);
- v) electrical damage;
- vi) strong winds;
- vii) smoke;
- viii) glass;
- ix) material damages caused to urban equipment;
- x) accidents involving any means of transport within the Concession Area, such as: collision, derailment, impacts, etc.;
- xi) flooding or inundations.

**b. Operating Liability Insurance**

The Operating Liability Insurance shall guarantee compensation for all losses, destruction or damages to assets directly associated with carrying out construction works, services, exploitation of properties and other activities related to the CONCESSION.

**c. Liability Insurance (Damages to Third Parties During the Construction Stage)**

The Liability Insurance (LI) shall protect the GRANTING AUTHORITY and the CONCESSIONAIRE from any indemnifications arising from liability for involuntary damages caused to individuals which result from construction work activities during the implementation stage of investments, ensuring, at minimum:

- i) damages caused to third parties;

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- ii) accidents involving third parties in assets comprising the CONCESSION;
- iii) occupational accidents for involved employees, according to the legislation in force.

**d. Engineering Insurance (Damages During the Construction Stage)**

The Engineering Insurance shall encompass compensation for losses caused by accidents during the execution of construction works, installation and assembly of machines and equipment related to CONCESSION activities.

This insurance policy shall cover at least:

- i) engineering risks;
- ii) environmental damages caused by construction works;
- iii) property damage.

**1.2.9.2. Developing and Keeping an Institutional Online Communications Solution**

The CONCESSIONAIRE, by the end of the 2nd month counted from the signing of the TERM OF DELIVERY OF THE PUBLIC ASSET, shall provide a remote online communications solution for the public to be able to access information about public amenities' schedules, opening hours, ticket prices, free admissions policies, news about the CONCESSION, new attractions, events to be held, the customer service channel, online ticket purchases, among others, subject to the provisions of ANNEX XXIII - TICKETING POLICY.

**1.2.9.3. New Visual Identity**

The CONCESSIONAIRE, by the end of the 2nd month after the signing of the TERM OF DELIVERY OF THE PUBLIC ASSET, shall create a new visual identity for the ZOO and the BOTANIC GARDEN in order to use them in all future visual communications.

**1.2.9.4. Contract Management and Oversight Systems**

The CONCESSIONAIRE, by the end of the 2nd month after the signing of the TERM OF DELIVERY OF THE PUBLIC ASSET, shall put in place an Operating Control and Management System (OCMS) capable of managing and disclosing revenue, visitor numbers, costs and operating expenses, in addition to submitting reports and indicators accessible by the GRANTING AUTHORITY.

The OCMS shall have operating, administrative, financial and commercial resources for access/visit/ticket office management. All urban equipment is to be managed by a system running in the same platform or by different systems, yet which are fully integrated and aligned in their management.

The system shall have the following minimum elements:

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For FRONT-OFFICE:

- a) ticket sales operations;
- b) access control;
- c) product sales;
- d) revenue from events and sponsorships;
- e) lockers;
- f) parking;
- g) E-commerce.

For BACK-OFFICE:

- a) tax documents;
- b) financial management;
- c) credit/debit card reconciliation;
- d) controllership;
- e) purchase management;
- f) inventory management;
- g) management reports;
- h) mobile management.

**1.2.10. Control of Stray Domestic Animals**

After signing the TERM OF DELIVERY OF THE PUBLIC ASSET, the CONCESSIONAIRE shall carry out control of stray domestic animals in the CONCESSION AREA, especially dogs and cats, by means of surgical sterilization and destination of these animals.

This assignment is to be carried out by a duly qualified veterinarian, in accordance with the legislation in force.

**1.2.11. Control of Synanthropic Species Declared Hazardous**

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Effective the date it takes over operations of the BIOLOGICAL ASSETS of Fauna, under the terms of Clause 8.2 of the CONTRACT, the CONCESSIONAIRE is to carry out control of synanthropic animals declared hazardous by the competent body, as well as managing wild animals in a synanthropic condition that may be found within the CONCESSION AREA, and which may jeopardize the health of the enterprise's breeding stock or pose risks to public health.

This control shall follow procedures set forth by health and environmental agencies.

**1.3. Research and Activities**

**1.3.1. Support for Research, Innovation and Environmental Conservation Activities**

**1.3.1.1. Support Assignment for Research, Innovation and Environmental Conservation Activities**

The CONCESSIONAIRE, from the date on which it takes over operations of all BIOLOGICAL ASSETS, shall encourage and support scientific research, technological innovation and environmental conservation activities carried out by the FPZSP, the IBT or another non-profit entity focused on research, or their respective researchers.

The CONCESSIONAIRE, from the date on which it takes over operations of the BIOLOGICAL ASSETS of Fauna, shall be responsible for approving research to be developed on Breeding Stock animals under its custody in the CONCESSION AREA due to its responsibility for the Breeding Stock.

The CONCESSIONAIRE, from the date on which it takes over operations of the BIOLOGICAL ASSETS of Flora, shall be responsible for approving research to be developed in the collections under its management in the CONCESSION AREA due to its responsibility for the integrity and plant health of flora specimens that comprise these collections.

Interested researchers should submit their research projects to the CONCESSIONAIRE, listing at least:

- i)* research objectives;
- ii)* applied methodology;
- iii)* indication of BIOLOGICAL ASSETS that shall be the subject of the research;
- iv)* level of use of BIOLOGICAL ASSETS that shall be the subject the research;
- v)* routine access to BIOLOGICAL ASSETS that shall be the subject of the research;
- vi)* costs involved in the research that may impact the CONCESSIONAIRE; and
- vii)* risks involved in the research of BIOLOGICAL ASSETS that shall be the subject of the research.

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Research projects submitted for the CONCESSIONAIRE's approval shall have an admissibility stage, with a period of 10 (ten) consecutive days to verify that all information and documents necessary for evaluation have been delivered.

At the end of the admissibility stage, the CONCESSIONAIRE shall evaluate all research projects submitted within 30 (thirty) consecutive days, which can be extended only once, for the same period.

School and academic projects may also be submitted, and they shall follow the same process in order to be authorized as Active Research projects.

The CONCESSIONAIRE may only disapprove a research request mentioned hereunder by evidencing one of the following situations to the interested researcher:

- i)* risk to the integrity of the BIOLOGICAL ASSET that is the subject of the research project;
- ii)* infeasibility of the operation of the CONCESSIONAIRE's routines; and
- iii)* infeasibility of the CONCESSIONAIRE's operating costs.

Upon the CONCESSIONAIRE's approval, the research project shall be deemed an Active Research project, and shall comply with the specific legislation in force, including cases in which access to biological samples, parts, products and by-products may be necessary for the development of research projects.

In the case of scientific research and innovation or technological development involving access to genetic heritage from specimens or samples/biological material from the Zoo's Breeding Stock or the Botanic Garden's Collections, current federal legislation, as well as, and the development of products or of reproductive material arising from access to the genetic heritage, shall also follow the provisions of the current legislation addressing sharing of benefits and intellectual property.

External research that is in progress when the CONCESSIONAIRE takes over operations of BIOLOGICAL ASSETS shall also follow the approval process described in this assignment in order to be dubbed Active Research. The CONCESSIONAIRE may only deny the classification of ongoing research projects as Active Research projects when there is evidence of occurrences of risks/impacts mentioned above, and the CONCESSIONAIRE shall adequately substantiate its decision.

In case of a negative response by the CONCESSIONAIRE to proceed with ongoing studies, even if adequately motivated by the presence of any of the risks/impacts mentioned above, any proven costs involved in the interruption of the research shall be taken on by the CONCESSIONAIRE.

Ongoing studies carried out directly by IBT or the FPZSP's technical and scientific staff, and in a specific agreement described in ANNEX XI, when the CONCESSIONAIRE takes over operations of BIOLOGICAL ASSETS, shall also be dubbed Active Research, unless the CONCESSIONAIRE proves they will result in non-performance of any of the Assignments hereunder.

Upon the assumption of the BIOLOGICAL ASSETS, the CONCESSIONAIRE shall provide information on the approval process of the research in its online, remote, open access communications systems.

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The State shall retain the right to the intellectual property of the research carried out by the IBT and the FPZSP, as defined in State Law No. 17.107/2019, upholding the asset sharing legal system, when applicable, resulting from a product developed from access to genetic heritage, according to Law Federal No. 13.123/2015.

The CONCESSIONAIRE may, at its own risk and expense, carry out directly or seek partners to carry out research, upholding in this case, ADDITIONAL REVENUE regulations.

### **1.3.2. Providing Biological Asset data**

The CONCESSIONAIRE, throughout the CONCESSION TERM, shall provide to the researcher all available data related to BIOLOGICAL ASSETS included in the subject of the respective Active Research, which may be in the CONCESSION AREA.

Other interested researchers may have access to the CONCESSIONAIRE's available information upon request, provided there is no specific confidentiality protection for another research under development.

### **1.3.3. Researcher Access**

After signing the TERM OF DELIVERY OF THE PUBLIC ASSET, the CONCESSIONAIRE shall allow researchers with Active Research projects to access the CONCESSION AREA.

Researchers shall have access to current BIOLOGICAL ASSETS within the CONCESSION AREA under the CONCESSIONAIRE's responsibility upon prior authorization granted by the CONCESSIONAIRE, and according to the terms described in the respective approved research projects.

The FPZSP and the IBT shall be responsible for identifying and determining undergraduate students, graduate students and associated researchers when developing activities in the GRANTING AUTHORITY's areas of responsibility. If research access to the CONCESSION AREA is required, they shall follow the rite of approval as an Active Research project.

Visits for technical-scientific or educational purposes in CONCESSION AREA public use spaces shall be authorized on working days, provided they are coordinated by IBT and FPZSP personnel, and shall be registered and previously identified with the CONCESSIONAIRE, and attuned to ANNEX XXIII.

### **1.4. Personnel Access**

After signing the TERM OF DELIVERY OF THE PUBLIC ASSET, the CONCESSIONAIRE shall grant IBT and FPZSP employees access to public CONCESSION spaces under their responsibility, provided those employees are there during working hours, without external companions, and have authorization to access the respective grounds.

IBT and FPZSP employees shall only have access to the CONCESSION's technical areas, under the CONCESSIONAIRE's responsibility, upon notification at least 24 (twenty-four) hours in advance, so that the appropriate technical team may provide the necessary follow-up, if necessary. Personnel who shall be eligible to supervise the CONCESSIONAIRE's activities shall have free access to the CONCESSION AREA by means of



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simple communication. Emergency situations are to be dealt according to the Coexistence Guidelines document regulating the access of personnel, attuned to defined Risk and Contingency protocols.

IBT and FPZSP employees shall have free and permanent access to their administrative and technical areas in the buildings under their responsibility, and they shall have access to them through transit routes, carrying their respective staff identifications.

**1.4.1. Use of the Concession Area for Educational and Scientific Events**

The GRANTING AUTHORITY shall be entitled to a monthly quota of up to 40 (forty) hours of free use of the CONCESSIONAIRE's space by means of scheduling, to be carried out up to 7 (seven) working days prior to the date of reservation, and, to this ends, it shall use its own audiovisual equipment. This right shall preferably favor use of the Dom Pedro Space, Jequitibá Space, Amphitheater or Auditoriums under its responsibility, and the CONCESSIONAIRE may appoint another similar facility in case a particular facility is not available. The monthly fee shall be the sum of the hours used in any of the spaces made available to IBT, FPZSP and GRANT.

**2. Fauna Sector: Zoo, Zoo Safari and Farm**

**2.1. Fauna Management Operations and Fostering Animals' Well Being**

**2.1.1. Transition of Biological Assets of Fauna Operations**

The CONCESSIONAIRE's operations of the BIOLOGICAL ASSETS of Fauna are conditioned to an Use and Management (AUM) Authorization issued in its name. Within the CONCESSION, the CONCESSIONAIRE's holding of an AUM is subject to the following requirements:

- a. approval of BIOLOGICAL ASSETS of Fauna Operating Plan by the GRANTING AUTHORITY;
- b. presentation of the team foreseen under the BIOLOGICAL ASSET for Fauna Management Plan;
- c. securing training participation certifications to be ministered by the Zoological Park Foundation of São Paulo.

The CONCESSIONAIRE, after the GRANTING AUTHORITY's approval of the Fauna Management Plan, shall present the team foreseen under the plan, which shall undergo training offered by the FPZSP.

Training participation certificates shall be secured by the CONCESSIONAIRE by the end of the 09th month counted from the DATE OF SIGNING of the CONTRACT.

The scope of the training to be ministered by the FPZSP is contained in ANNEX VI.

Personnel who, upon signing the CONTRACT, provide these services directly to the FPZSP or through third-party companies are exempt from training.

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Having fulfilled the requirements described above, the CONCESSIONAIRE shall be contractually authorized to obtain the competent Use and Management Authorization (UMA) in its name and, after its issuance, shall be responsible for operating all of the CONCESSION'S BIOLOGICAL ASSETS.

**2.1.2. Biological Assets' Operating Master Plan - Fauna Sector**

The CONCESSIONAIRE shall, by the end of the 6th month counted from the DATE OF SIGNING of the CONTRACT, devise the BIOLOGICAL ASSETS' OPERATING MASTER PLAN, which shall be submitted to the GRANTING AUTHORITY and shall be aligned with the Fauna INTERVENTION PLAN described at the end of item 2.2.1 below.

The BIOLOGICAL ASSETS' OPERATING MASTER PLAN shall include the following plans:

- i) Institutional Population Plan (IPP);
- ii) Breeding Stock Action Plan;
- iii) Breeding Stock Management Plan.

**2.1.2.1. Institutional Population Plan (IPP)**

The CONCESSIONAIRE shall, by the end of the 6th month counted from the DATE OF SIGNING of the CONTRACT, devise and submit the Institutional Population Plan (IPP) for the existing Breeding Stock, which shall be reviewed at least every 05 (five) years.

The Institutional Population Plan (IPP) shall include details of the strategic planning for the constitution of the Breeding Stock to be managed by the CONCESSIONAIRE, considering:

- a. diagnosis of the population at that time, with its endangerment level compared to official, state or national lists or globally recognized lists;
- b. strategy or methodology for prioritizing species to compose the Breeding Stock;
- c. current human and financial resources;
- d. opportunities and risks pertaining to species management;
- e. climatic conditions of the Concession Area;
- f. the biome where the PEFI is located;
- g. fulfillment of the proposed operating, structural and conservation goals;
- h. IPP and Integrated Conservation Program (ICP) technical references used by the FPZSP, made available as supporting documents;

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- i.* the existence, throughout the term of the contract, of species that represent at least the following groups: mammals, birds, reptiles, amphibians and invertebrates, with the possibility of contemplating other groups representative of the fauna.

The sale or marketing of Breeding Stock animals is prohibited.

The IPP shall be submitted by the CONCESSIONAIRE for the GRANTING AUTHORITY's approval, which shall have an admissibility stage, with a period of 05 (five) working days, to verify that all information and documents necessary for the appraisal have been submitted by the CONCESSIONAIRE.

Within this term, the GRANTING AUTHORITY shall notify the CONCESSIONAIRE about non-admissibility should it verify a lack of necessary information and/or documents.

If it receives notification about non-admissibility, the CONCESSIONAIRE shall submit the IPP to the GRANTING AUTHORITY again within 05 (five) working days, in order to undergo a new admissibility stage.

At the end of the admissibility stage, the GRANTING AUTHORITY shall evaluate the Institutional Population Plan (IPP) submitted by the CONCESSIONAIRE within a period of 30 (thirty) days, which can be extended only once, for the same period.

Rejection of the Institutional Population Plan (IPP) by the GRANTING AUTHORITY is restricted to a failure to meet requirements described hereunder. The GRANTING AUTHORITY shall submit its rejection of the plan by means of a substantiated decision, pointing out the plan's breaches.

**2.1.2.2. Action Plan for the Breeding Stock**

The CONCESSIONAIRE shall, by the end of the 6th month counted from the DATE OF SIGNING of the CONTRACT, devise and submit the Action Plan for the Breeding Stock to be managed, with all species, to be reviewed at least every 05 (five) years, complying with:

- a. the constitution of the current Breeding Stock;
- b. the Institutional Population Plan (IPP);
- c. the INTERVENTION PLAN;
- d. provision of adequate infrastructures that meet the physical, biological and behavioral needs of all species, in addition to key critical requirements, such as: nutrition, health, safety and development of species' natural abilities;
- e. rules for the Breeding Stock's constitution.

The Action Plan for the Breeding Stock shall include at least:

- i)* the strategic plan for the management of each Breeding Stock individual or colony, where applicable;

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- ii) the intended actions for each individual or colony, as appropriate (example: keeping the animal in the Breeding Stock, justifying the intended reasons, transfers to other institutions or release or reintroduction programs, etc.)
- iii) the deadlines and justifications for the intended actions.

The Action Plan for the Breeding Stock shall be submitted by the CONCESSIONAIRE for the GRANTING AUTHORITY's approval, and it shall have an admissibility stage, with a period of 05 (five) working days, to verify that all the information and documents necessary for the appraisal have been submitted by the CONCESSIONAIRE. Within this period, the GRANTING AUTHORITY shall notify the CONCESSIONAIRE about non-admissibility should it verify a lack of necessary information and/or documents.

If it receives notification about non-admissibility, the CONCESSIONAIRE shall submit the Action Plan for the Breeding Stock to the GRANTING AUTHORITY again within 05 (five) working days, in order to undergo a new admissibility stage.

At the end of the admissibility stage, the GRANTING AUTHORITY shall evaluate the Action Plan for the Breeding Stock submitted by the CONCESSIONAIRE within a period of 30 (thirty) days, extendable only once, for the same period.

Rejection of the Breeding Stock Action Plan by the GRANTING AUTHORITY is restricted to a failure to meet the requirements described hereunder. The GRANTING AUTHORITY shall submit its rejection of the plan by means of a justified decision, pointing out the plan's breaches.

#### **2.1.2.3. Breeding Stock Management Plan**

The CONCESSIONAIRE shall, by the end of the 6th month counted from the DATE OF SIGNING of the CONTRACT, devise and submit the Breeding Stock Management Plan that it will manage, to be reviewed at least every 05 (five) years.

The Breeding Stock Management Plan shall include at least:

- i) sizing of the technical team for operating the Wild Animal Management, breaking down numbers, professional training and position of personnel involved. The sized team shall be compatible with the Breeding Stock to be managed by the CONCESSIONAIRE;
- ii) description of the Breeding Stock's operating management routines, including veterinary and nutritional medical care for individuals and methods of systematic analysis of animal behavior. Descriptions of routines shall detail protocols and procedures to be used by the CONCESSIONAIRE in its management of the Breeding Stock;
- iii) composition of the Nutritional Notebook, detailing the nutritional composition and periodicity for nutrition of the entire Breeding Stock, and may use the provisions of the ANNEX XIV - FPZSP NUTRITIONAL SCHEDULE as a baseline for devising its Nutritional Schedule;
- iv) composition of the Preventive Health specification document, describing exams, routines and procedures to foster the entire Breeding Stock's animals' well being.

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Animal nutrition for captive wild herbivores shall guarantee the provision of forages (grasses and legumes) that are nutritious by means of a minimum profile of nutrients in their composition, as well as by guaranteeing the absence of hazardous components (qualitatively and/or quantitatively) to the proper performance of the diverse species in question.

The Breeding Stock Management Plan shall be submitted by the CONCESSIONAIRE for the GRANTING AUTHORITY's approval, which shall have an admissibility stage, with a period of 05 (five) working days to verify that all the information and documents necessary for the appraisal have been delivered by the CONCESSIONAIRE. Within this period, the GRANTING AUTHORITY shall notify the CONCESSIONAIRE about non-admissibility should it verify a lack of necessary information and/or documents.

In case it receives notification about non-admissibility, the CONCESSIONAIRE shall submit the Breeding Stock Management Plan to the GRANTING AUTHORITY again within 05 (five) working days, in order to undergo a new admissibility stage.

At the end of the admissibility stage, the GRANTING AUTHORITY shall evaluate the Breeding Stock Management Plan submitted by the CONCESSIONAIRE within a period of 30 (thirty) days, extendable only once, for the same period.

Rejection of the Breeding Stock Management Plan by the GRANTING AUTHORITY is restricted to a failure to meet the requirements described hereunder. The GRANTING AUTHORITY shall submit its rejection of the plan by means of a reasoned decision, pointing out the plan's breaches.

**2.1.3. Technician in Charge (TC) of Veterinary and Biology**

The CONCESSIONAIRE, as a condition for signing the CONTRACT, shall have a Technician in Charge (TC) of the Veterinary Medicine department and a Technical in Charge (TC) in charge of the Biology department.

The Technicians in Charge shall have at least 05 (five) years of proven experience in the management, operations and/or development of Zoo-related activities.

Those professionals shall be duly registered and qualified with the Biology or Veterinary Medicine professional board and shall comply with all provisions of the Technical Responsibility Annotation Manual of the Regional Biology Council of the 1st Region and/or the provisions of the Technical Responsibility and Legislation Manual of the Regional Council of Veterinary Medicine of the State of São Paulo, in addition to the current legislation.

The CONCESSIONAIRE is to notify, by the end of the 3rd month counted from the DATE OF SIGNING of the CONTRACT, whether it will proceed with its production activities in the FARM during the first cycle of the CONTRACT or how it plans to otherwise use FARM during this period. If the CONCESSIONAIRE continues producing feed at the feed factory, it shall also maintain a Technician in Charge for the Feed Factory of the zootechnic area, duly registered and qualified, and complying with the provisions of the Technical Responsibility and Legislation Manual of the Regional Council of Veterinary Medicine of the State of São Paulo, in addition to the current legislation.

**2.1.4. Inventory of Biological Assets of Fauna**

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The CONCESSIONAIRE shall, by the end of the 6th month counted from the DATE OF SIGNING of the CONTRACT, carry out the inventory of the CONCESSION AREA's BIOLOGICAL ASSETS of Fauna, which shall be broken down according to:

- a. common name;
- b. scientific name;
- c. endangerment level (IUCN for exotic species);
- d. type (s) and identification number (s) (chip, ring, tattoo);
- e. endangerment level (according to official lists of endangered native fauna at federal and state levels);
- f. current Breeding Stock (Male - M, Female - F., and Undetermined - I);
- g. native species (N);
- h. exotic (E) or domestic;
- i. position in the ranking of the Integrated Conservation Plan (ICP) of the Zoological Park Foundation of São Paulo;
- j. specimen origin (with reference to the type and survey of supporting documents accepted by the competent environmental agency);
- k. individuals frozen by court order or that include the Zoological Park Foundation of São Paulo as trustee, or those acquired by purchase.

The CONCESSIONAIRE shall, by the end of the 9th month counted from the signing of the TERM OF DELIVERY OF THE PUBLIC ASSET, carry out filming and footage needed to evaluate animal behavior, in order to verify the existence of stereotypic behaviors, according to ANNEX VIII.

The stereotypic evaluation of the entire Breeding Stock, based on the aforementioned footage and recordings, shall be completed within 24 months from the DATE OF SIGNING of the CONTRACT, and the Breeding Stock's animal behavior shall also be monitored and the stereotype evaluation updated periodically throughout the term of the CONTRACT.

In every new inclusion of a BIOLOGICAL ASSET of Fauna throughout the term of the CONTRACT, information from "a" to "j" that comprises the Inventory shall be listed, including new individuals frozen by court order on behalf of the CONCESSIONAIRE, as well as appraising occurrences of stereotypical behaviors, notwithstanding compliance with the specific legislation on fauna use and management.

**2.1.5. Breeding Stock Constitution**

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After taking over operations of the BIOLOGICAL ASSETS of Fauna, the CONCESSIONAIRE shall adopt the following rules for constituting the Breeding Stock to be managed:

- I. The CONCESSIONAIRE shall present in its BIOLOGICAL ASSETS of Fauna's Operating Master Plan and update at each ORDINARY REVIEW, as appropriate, the evolution of the Breeding Stock and its planning for the CONCESSION TERM, divided into contractual cycles marked by the performance of the competent ORDINARY REVIEWS.
- II. **Criterion of endangered species:** the Breeding Stock managed by the CONCESSIONAIRE within the CONCESSION, with the exceptions specified in this SET OF SPECIFICATIONS, shall comprise a minimum percentage of ENDANGERED SPECIES, fulfilling the following:
  - i. The CONCESSIONAIRE shall receive, by issuing the competent UMA for fauna management in the ZOO, the EXISTING BREEDING STOCK, pursuant to ANNEX IV. The EXISTING BREEDING STOCK has 32% (thirty-two percent) of ENDANGERED SPECIES. If, after carrying out the inventory, the number of ENDANGERED SPECIES is different from that presented in this item, for purposes of this CONCESSION, the number that is effectively verified after the inventory has been carried out is to be considered;
  - ii. At the end of the first contractual cycle, with this being considered the period between the issue of the UMA on behalf of the CONCESSIONAIRE and the date of the first ORDINARY REVIEW under the terms of the CONTRACT, the CONCESSIONAIRE shall have a number of ENDANGERED SPECIES equivalent to the number verified in the EXISTING BREEDING STOCK;
  - iii. Regarding ENDANGERED SPECIES, the CONCESSIONAIRE shall consider in its planning for the Breeding Stock at the very least:
    1. By the end of the CONCESSION TERM, the CONCESSIONAIRE shall have at least 50% (fifty percent) of its Breeding Stock represented by ENDANGERED SPECIES individuals;
    2. In order to fulfill the obligation of item 1 above, the CONCESSIONAIRE shall consider that, in each contractual cycle, the number of ENDANGERED SPECIES in its Breeding Stock should grow at least 3.6 pp (three full and six tenths of a percentage point), and that the growth above the minimum in a given contractual cycle may be offset in subsequent cycles, provided that, at the end of the CONCESSION TERM, the Breeding Stock meets item 1 above.
4. For purposes of this CONCESSION, ENDANGERED SPECIES shall be those contained in specialized lists, notably:
  1. *IUCN Red List Of Endangered Species* , or its subsequent updates in effect;
  2. official list of endangered species in Brazil, in accordance with Decrees 444 and 445 of the Ministry of the Environment or in subsequent updates;



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3. state list issued by State Decree no. 63.853 of November 27, 2018, or in its subsequent updates;
  4. conservation programs recognized by competent environmental agencies that have management actions under human care and their respective recommendations.
- III. **Criterion of native species:** the Breeding Stock managed by the CONCESSIONAIRE within the CONCESSION, with the exceptions expressed in this SET OF SPECIFICATIONS, shall be composed of a minimum percentage of ENDANGERED SPECIES, subject to the regulations below:
  - I. The EXISTING BREEDING STOCK has 68% (sixty-eight percent) of NATIVE SPECIES. If, after carrying out the inventory, the share of NATIVE SPECIES is different from that presented in this item, for the purposes of this CONCESSION, the share effectively verified after the inventory has been carried out;
  - II. At the end of the first contractual cycle, this is considered the period between the issue of the AUM on behalf of the CONCESSIONAIRE and the date of the first ORDINARY REVISION, under the terms of the CONTRACT, the CONCESSIONAIRE shall have, at least, a share of NATIVE SPECIES equivalent to the share verified in the EXISTING BREEDING STOCK;
  - III. Regarding NATIVE SPECIES, the CONCESSIONAIRE shall consider in its planning for the Breeding Stock at least:
    1. By the end of the CONCESSION TERM, the CONCESSIONAIRE shall have at least 80% (eighty percent) of its Breeding Stock represented by NATIVE SPECIES individuals;
    2. In order to comply with the obligation in item 1 above, the CONCESSIONAIRE shall consider that in each contractual cycle the number of NATIVE SPECIES in its Breeding Stock should grow by at least 2.4 pp (two full and four tenths of a percentage point), and that the growth above the minimum in a given contractual cycle may be offset in subsequent cycles, provided that, at the end of the CONCESSION TERM, the Breeding Stock meets item 1 above.
- IV. The destination or admission of new specimens shall follow the regulations established in the PPI, in addition to the applicable legislation.
- V. **Criteria for Breeding Stock variations:** The CONCESSIONAIRE's Breeding Stock may vary throughout the CONCESSION, provided that such variations, except for justified exceptions, such as the death of animals or court orders or of the competent environmental agency, are within the planning of the CONCESSIONAIRE's Breeding Stock.
  - i. Regarding the possibility of reducing the Breeding Stock at the end of the CONCESSION TERM, the CONCESSIONAIRE's Breeding Stock shall have at least 60% (sixty percent) of the number of species verified in the EXISTING BREEDING STOCK. For clarification purposes, the baseline for the possibility of reducing species does not require that the same species be kept, consisting of a baseline related only and solely to the number of species to compose the Breeding Stock;



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- ii. For purposes of planning the Breeding Stock, the CONCESSIONAIRE shall consider that each contractual cycle may promote a maximum reduction of up to 13.33 pp (thirteen full and thirty-three hundredths of a percentage point) in the number of Breeding Stock species, so that the CONCESSIONAIRE may, if it deems pertinent, reach the minimum threshold allowed for the Breeding Stock at least by the end of the 3rd contractual cycle.
- VI. **Animal classes:** The Breeding Stock shall contain representatives of at least the following classes of vertebrate animals verified in the EXISTING BREEDING STOCK: reptiles, birds, mammals and amphibians, in addition to representative (s) of the invertebrate group.

There is no restriction for the CONCESSIONAIRE to include representatives of the “fish” class in the ZOO’s Breeding Stock, as long as the necessary authorizations for the desired taxon (fee) (s) are secured and the enterprise has adequate facilities for maintaining and managing specimens.
- VII. **Last contractual cycle:** From the moment when 5 (five) years remain for the CONCESSION TERM to end, any and all admission or removal of species and specimens are to have the GRANTING AUTHORITY’s prior consent.
- VIII. **Expository management:** The management of species with solely expository purpose and of exotic species that are not part of international conservation programs shall not be permitted, except for exotic species individuals received in the EXISTING BREEDING STOCK, when the MA is issued, as well as exotic individuals held by third parties that are returned to the CONCESSIONAIRE without its initiative.
  - i. Exotic species individuals received in the EXISTING BREEDING STOCK, when the MA was issued, as well as exotic individuals under the custody of third parties that are returned to the CONCESSIONAIRE without its initiative, may be disregarded in the calculation of the rules for constituting the Breeding Stock, provided the CONCESSIONAIRE proves the impossibility of adequately allocating these individuals to another fauna establishment.
  - ii. The CONCESSIONAIRE shall put in place sound management practices to avoid reproduction of exotic species not foreseen under International Conservation Programs.
- IX. **Variation margin:** The percentage parameters established in this chapter in regard to the CONCESSIONAIRE's Breeding Stock may vary up to 5p.p. (five percentage points), for more or more less, without burdening the CONCESSIONAIRE, provided the CONCESSIONAIRE submits a justification based on its Institutional Population Plan and its Action Plan for the Breeding Stock, or if the CONCESSIONAIRE proves the impossibility of replacing species due to natural Breeding Stock fluctuations.
- X. **FARM Breeding Stock:** If the CONCESSIONAIRE starts to exploit the FARM, establishing a new enterprise to use and manage wild fauna and/or exotic fauna legally authorized under a non-profit class, with or without public visitation, the exotic and native species of this specific enterprise shall not be considered while estimating the Breeding Stock’s proportion.
- XI. **Court rulings or competent environmental bodies:** Exotic species received as a result of a court ruling or by determination of the competent environmental body shall not be considered in the

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application of regulations to constitute the Breeding Stock, while the CONCESSIONAIRE proves the impossibility of sending those individuals to another establishment.

- XII. **Exceptional cases:** In cases of changes in the Breeding Stock's constitution by other factors beyond the CONCESSIONAIRE's will, which entail non-compliance with percentages required in this SET OF SPECIFICATIONS, the CONCESSIONAIRE shall have a period of 3 (three) years to reestablish the contractual percentages due.
- XIII. **Destination of animals:** The destination of BIOLOGICAL ASSETS of Fauna shall meet IPP technical criteria and guidelines and have due authorization from the competent environmental agency, always upholding animal well being, and the CONCESSIONAIRE shall document these procedures for purposes of following-up by the GRANTING AUTHORITY, as well as the performance of environmental control and inspection bodies, in addition to complying with specific legislation on fauna use and management.
- XIV. **Revertibility of new individuals:** The CONCESSIONAIRE shall notify the GRANTING AUTHORITY on any increase in Breeding Stock species for it to be able to state its interest in reverting the BIOLOGICAL ASSET, at the end of the CONTRACT, regardless of specific authorizations secured with competent bodies.
- i. Should the GRANTING AUTHORITY manifest itself in favor of non-reversal, the CONCESSIONAIRE shall be responsible for allocating BIOLOGICAL ASSETS at the end of the CONCESSION, as well as for demobilizing all associated Facility Assets.
  - ii. After the CONCESSIONAIRE informs its intention to add a new species to the Breeding Stock, the GRANTING AUTHORITY shall manifest itself within a period of up to 30 (thirty) days. A lack of communication by the GRANTING AUTHORITY implies its acceptance of the revertibility of the BIOLOGICAL ASSET in question.

**2.1.6. Environmental Education Activities**

After signing the TERM OF DELIVERY OF THE PUBLIC ASSET, the CONCESSIONAIRE shall start carrying out environmental education activities, which include access to grounds, self-guided itinerary visits, monitored visits and hosting school field trip visits.

Environmental Education activities are to comprise an Environmental Education Program aimed at fulfilling the Zoo's role as an educational institution, addressing subjects related to the Breeding Stock, fauna and flora conservation, PEFI conservation, sustainability and coexistence. The Environmental Education Program shall also provide for activities carried out in the FARM and in the CONCESSION AREA's surrounding areas. Resources aimed at developing means to spread environmental, biological and historical cultural heritage in virtual reality shall also be taken into account.

As foreseen under ANNEX XVIII, joint actions shall be defined, as well as the scope of action undertaken by the FPZSP and the CONCESSIONAIRE.

**2.1.7. Cleaning and Operation of Enclosures**

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After receiving the Use and Management Authorization (UMA), the CONCESSIONAIRE shall carry out cleaning and operating duties on all of the enterprise's premises under its management.

Procedures for cleaning and operating the enclosures shall be in accordance with the Breeding Stock Management Plan included in the BIOLOGICAL ASSETS of Fauna's Operating Master Plan.

**2.1.8. Veterinary Care Facilities**

The CONCESSIONAIRE, from the date on which it receives the Use and Authorization Management (UAM), shall provide, make available, operate and maintain a Veterinary Care Facility for Breeding Stock individuals as well as to rescued PEFI animals.

The clinical care facility (veterinary hospital) shall be rehabilitated to comply with ANNEX XIII - GUIDELINES FOR RENOVATING AND EXPANDING THE VETERINARY HOSPITAL, and shall contain at least:

- a. surgery center;
- b. ambulatories;
- c. laboratories;
- d. ct scan equipment;
- e. inpatient sector;
- f. autopsy room;
- g. quarantine;
- h. other equipment necessary for providing adequate veterinary care to Breeding Stock animals.

The CONCESSIONAIRE shall, after securing the *in situ* management authorization for carrying out rescues in the CONCESSION AREA, emergency assistance and the appropriate destination of non-enclosed PEFI animals.

**2.1.9. Necropsy**

After securing the Use and Management Authorization (UMA), the CONCESSIONAIRE shall be responsible for the necropsy of Breeding Stock specimens that die under its custody.

The necropsy procedure shall be carried out in the presence of a pathologist, who shall be responsible for the examinations and analyzes of biological samples obtained, and shall also be able to use recorded images and/or videos for assistance.

The CONCESSIONAIRE shall give notice to the FPZSP on the occurrence of deaths of any animal so that the FPZSP can follow the necropsy, appointing place and time, at least 24 hours in advance. In situations requiring

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necropsy under 24 hours, the CONCESSIONAIRE, in agreement with the FPZSP, may carry out the procedure ahead of time. Notifications for following-up on the autopsy shall be registered in a CONCESSIONAIRE database. Reports shall be recorded in the State of São Paulo's Integrated Fauna Management System (GEFAU), with copies submitted to the FPZSP.

The CONCESSIONAIRE shall provide, upon request, biological samples for analysis and issuance of reports by the FPZSP. In case of disagreements regarding the results of autopsies between the CONCESSIONAIRE and the FPZSP, the divergence is to be settled by means of a third party-issued report, and the decision shall be at the discretion of the environmental agency that legally monitors zoo activities in the State, at the time being SIMA's Fauna Department.

**2.1.10. Animal Capture Protocol**

After securing the Use and Management Authorization (UMA), the CONCESSIONAIRE shall put together and keep a team with specific training for managing the capture of escaping animals and responding to emergency situations originating in the CONCESSION area.

Procedures for this animal capture team and for emergency responses, in light of the current Breeding Stock and its facilities, as well as their respective upgrading, shall be in accordance with the Breeding Stock Management Plan contained in the Biological Asset of Fauna's Operating Master Plan.

**2.1.11. Breeding Stock Management**

After the GRANTING AUTHORITY's approval of the Breeding Stock Management Plan and the fulfillment of transition requirements, the CONCESSIONAIRE shall execute the transfer of ownership of current enterprise authorizations at the competent state environmental agency and issue, in its name, the Use and Management Authorization (UMA) for species belonging to the Zoo/Farm and the Zoo Safari's Breeding Stock.

After securing the Use and Management Authorization (UMA), the CONCESSIONAIRE shall operate the CONCESSION'S BIOLOGICAL ASSETS of Fauna, and it shall be responsible for the following:

- a. management;
- b. nutrition;
- c. clinical care;
- d. preventive medicine;
- e. behavioral assessment;
- f. behavioral enrichment.

This Assignment is to be carried out in compliance with the Breeding Stock Management Plan included in the BIOLOGICAL ASSETS of FAUNA'S OPERATING MASTER PLAN.

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**2.1.12. Breeding Stock Neonate Nursery**

The CONCESSIONAIRE shall, by the end of the 60th month counted from the date of signing of the TERM OF DELIVERY OF THE PUBLIC ASSET, provide all interventions for improving, upkeep and operating the space destined for the Breeding Stock's neonate care, whose use is restricted to individuals who were rejected by their mothers, those resulting from rescues, or neonates undergoing treatment or recovery, and the use of this space for exclusively exhibitory purposes is prohibited.

Interventions and maintenance described shall be in accordance with the Fauna INTERVENTION PLAN, whereas the operation shall follow the Breeding Stock Management Plan contained in the BIOLOGICAL ASSETS of Fauna's OPERATING MASTER PLAN.

**2.1.13. Disposal of Biological Assets of Fauna**

Effective the date it secures the Use and Management Authorization (UMA), the CONCESSIONAIRE shall be responsible for properly disposing of animal carcasses of the breeding stock.

In the absence of a legal impediment or environmental licensing restrictions, the CONCESSIONAIRE may send biological residues and remains from ZOO and FARM operations to the composter, whose operation shall be the responsibility of the FPZSP.

This provision as well as other possible destinations are to comprise the CONCESSIONAIRE's Health Services Waste Management Plan (HSMP).

**2.2. Fauna Facilities**

**2.2.1. Fauna Intervention Plan**

The CONCESSIONAIRE, by the end of the 8th month counted from the DATE OF SIGNING of the CONTRACT, shall submit a Fauna INTERVENTION PLAN in which it breaks down all physical interventions to be carried out in the ZOO CONCESSION AREA.

The Fauna INTERVENTION PLAN shall feature at least:

1. physical-financial schedule for all interventions, specifying deadlines and areas to undergo interventions;
2. *master plan*, with all relevant introduction, program, architecture, urbanization and landscape element that allow the GRANTING AUTHORITY to grasp the use and engineering and architecture solutions planned by the CONCESSIONAIRE;
3. Logistics Plan for managing BIOLOGICAL ASSETS during the interventions, specifying forms of transportation, place of accommodation during the interventions and other aspects required for operating the BIOLOGICAL ASSETS, in addition to guarantee of its well being;

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4. Basic intervention projects, in accordance with CAU and CREA guidelines.

The Fauna INTERVENTION PLAN shall be consistent with the Action Plan for the Breeding Stock and the Institutional Population Plan (IPP), and shall be submitted according to the implementation stage of the proposed improvements, including facility and support encumbrances foreseen under the contract.

The CONCESSIONAIRE is to submit the Fauna INTERVENTION PLAN for the GRANTING AUTHORITY's approval, which shall have an admissibility stage, with a period of 05 (five) working days, in order to verify that all information and documents needed for the appraisal have been submitted by the CONCESSIONAIRE.

Within this period, the GRANTING AUTHORITY shall notify the CONCESSIONAIRE about non-admissibility should it verify a lack of necessary information and/or documents.

If it receives notification about non-admissibility, the CONCESSIONAIRE shall submit the INTERVENTION PLAN to the GRANTING AUTHORITY again within 05 (five) working days in order to undergo a new admissibility stage. At the end of the admissibility stage, the GRANTING AUTHORITY shall evaluate the Fauna INTERVENTION PLAN submitted by the CONCESSIONAIRE within a period of 30 (thirty) days, extendable only once, for the same period.

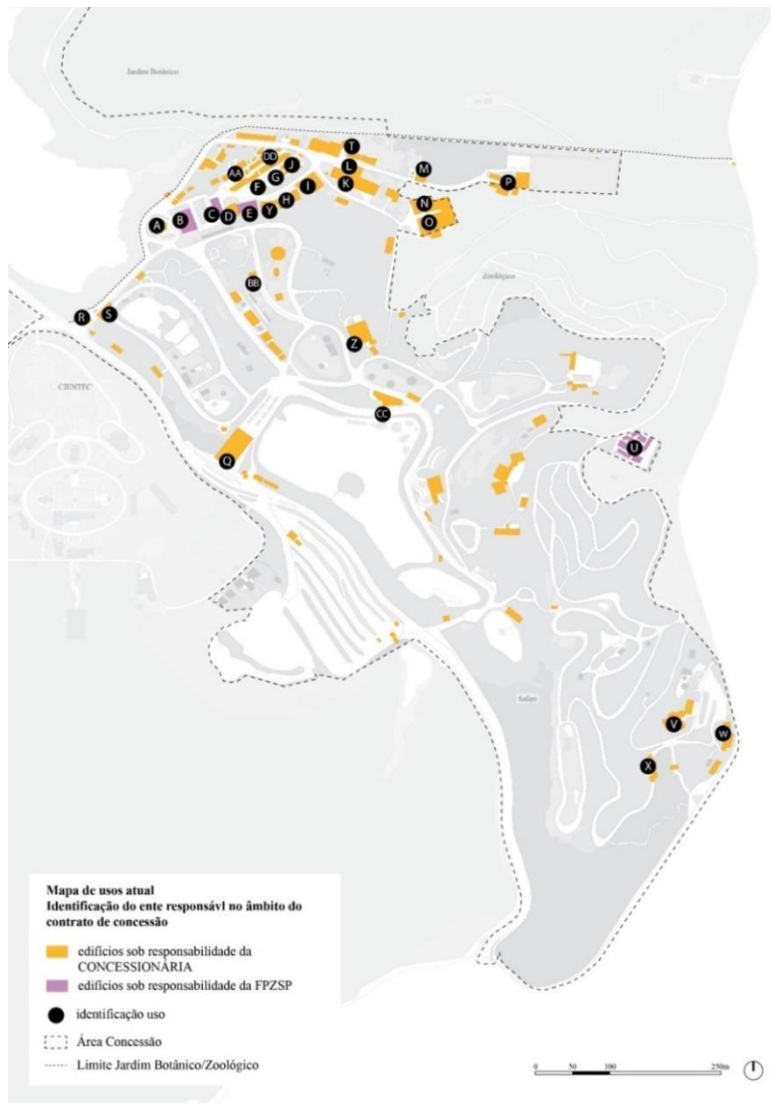
The GRANTING AUTHORITY's rejection of the Fauna INTERVENTION PLAN is restricted to a failure to meet the requirements described hereunder. The GRANTING AUTHORITY shall submit its rejection of the plan by means of a reasoned decision, pointing out the plan's breaches.

**2.2.2. Buildings**

Effective the TERM OF DELIVERY OF THE PUBLIC ASSET, the CONCESSIONAIRE shall be responsible for buildings existing inside the CONCESSION AREA, which appear in the maps and tables below.

Map 01 - Buildings of the ZOO CONCESSION AREA.

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**IN THE IMAGE:**

Current usage map  
 Identification of the responsible body under the Concession Contract  
 Buildings under the CONCESSIONAIRE's responsibility  
 Buildings under the FPZSP's responsibility  
 Identification of use  
 Concession Area  
 Botanic Garden/Zoo perimeters



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Botanic Garden/Zoo Perimeters

Table 01 - Buildings in the ZOO CONCESSION AREA

<b>Building number</b>	<b>Current Name/Usage</b>	<b>Responsibility under the concession contract</b>
THE	Amphitheater	CONCESSIONAIRE
B	Administration, Management and Inspection	FPZSP
Ç	Education and Dissemination Division	FPZSP
D	Reptile Sector	CONCESSIONAIRE
AND	Microbiology and Clinical Analysis Laboratories	FPZSP
F	Mammals Sector	CONCESSIONAIRE
G	Veterinary/Anesthesiology Center	CONCESSIONAIRE
H	PECA/Dep./Cloakroom	CONCESSIONAIRE
I	Cafeteria	CONCESSIONAIRE
J	Veterinary Division	CONCESSIONAIRE
K	Engineering, Painting, Woodwork and Metalwork	CONCESSIONAIRE
L	Warehouse	CONCESSIONAIRE



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M	Greenhouse	CONCESSIONAIRE
N	Bioterium	CONCESSIONAIRE
THE	Animal Feed Sector	CONCESSIONAIRE
P	D. Pedro Space	CONCESSIONAIRE
Q	Main Reception	CONCESSIONAIRE
R	Service Reception	CONCESSIONAIRE
s	Bus Platform - Ponte Orca	CONCESSIONAIRE
T	Garbage Platform	CONCESSIONAIRE
U	Composter	FPZSP
V	Zoo Safari Reception	CONCESSIONAIRE
W	Zoo Safari Administration	CONCESSIONAIRE
X	Disabled - Zoo Safari	CONCESSIONAIRE
Y	Poultry Sector	CONCESSIONAIRE
Z	Cultural Arena and Animal Life	CONCESSIONAIRE

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AA	Necropsy, Animal Reproduction Lab, Extra Sector	CONCESSIONAIRE
BB	Nursery	CONCESSIONAIRE
CC	Forest Terrace	CONCESSIONAIRE
DD	Animal Reproduction Laboratory	FPZSP
	Other buildings not listed	CONCESSIONAIRE

Map 02 - CONCESSION AREA Buildings - FARM

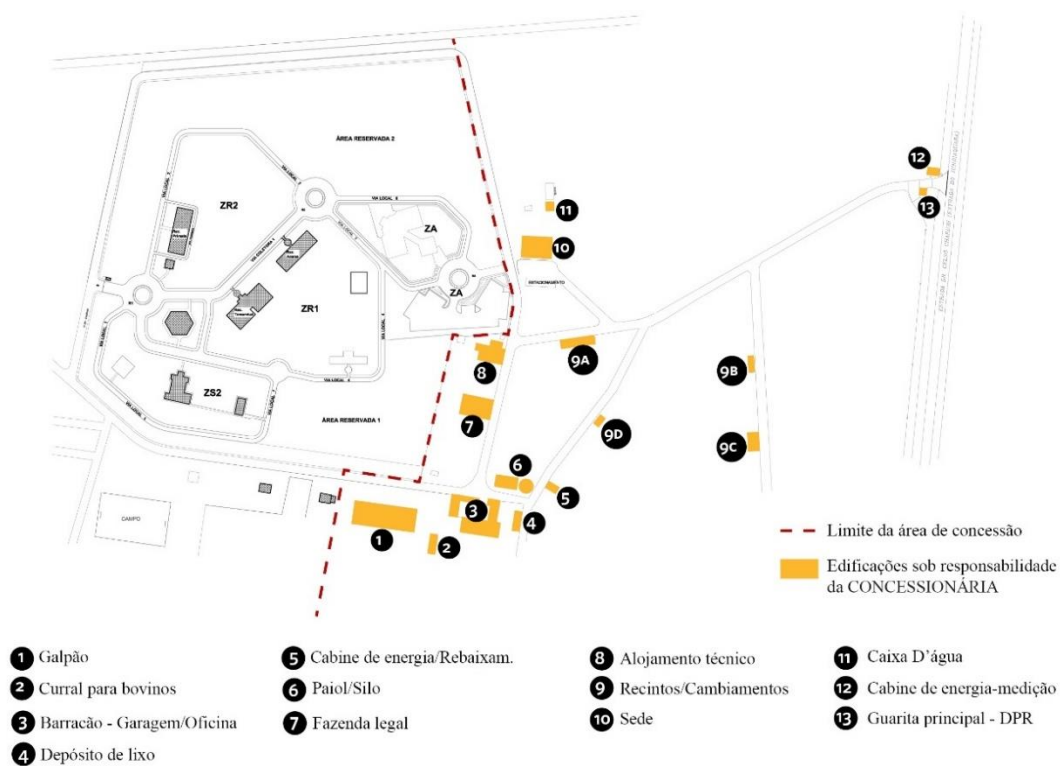


Table 02 - CONCESSION AREA Buildings - FARM

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Building number	Current Name/Usage	Responsibility under the concession contract
1	Shed	CONCESSIONAIRE
2	Cattle corral	CONCESSIONAIRE
3	Warehouse/ Garage	CONCESSIONAIRE
4	Garbage deposit	CONCESSIONAIRE
5	Primary chamber	CONCESSIONAIRE
6	Deposit	CONCESSIONAIRE
7	Fazenda Legal (Legal Farm)	CONCESSIONAIRE
80	Technical lodge	CONCESSIONAIRE
9	Enclosures/Feeding areas	CONCESSIONAIRE
10	Headquarters	CONCESSIONAIRE
11	Water Tank	CONCESSIONAIRE
12	Primary chamber	CONCESSIONAIRE
13	Main watch house	CONCESSIONAIRE

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**2.2.2.1. Guidelines for construction and renovation of buildings**

The CONCESSIONAIRE shall follow the following guidelines for the construction and renovation of buildings:

- i) new and renovated buildings are to be designed in such a way that they are integrated into the natural environment;
- ii) large structures like marquees, walkways, aviaries, garage buildings, among others, are to have an architecture harmonious with nature, generating a low visual impact on the landscape;
- iii) new and renovated buildings are to follow a visual and architectural identity proposal that is coherent and consistent with the entire Fauna and Flora conservation center;
- iv) concepts of sustainability shall be used while devising and executing projects. The choice of construction techniques and systems shall favor resistant, durable and efficient solutions attuned to the principles of sustainability so as to foster energy efficiency and savings in water, materials and other natural resources, in addition to providing functional comfort and enabling low maintenance needs;
- v) interventions shall preserve, whenever possible, existing vegetation, adopting solutions that incorporate vegetation in reforms and new constructions;
- vi) be compatible with the PEFI Management Plan;
- vii) mitigate impacts on the PEFI's fauna, such as, for example, the collision of birds onto mirrored glass, electrocution, among others.

**2.2.2.2. Improvements in Existing Buildings - Technical Center**

The CONCESSIONAIRE, by the end of the 60th month from the date of signing of the TERM OF DELIVERY OF THE PUBLIC ASSET, shall carry out all necessary renovations in order to achieve quality standards of buildings, according to the guidelines listed in ANNEX XII, in all Technical Center buildings to remain under its responsibility.

**2.2.2.3. Improvements in Existing Buildings - Visitor Center**

The CONCESSIONAIRE, from the end of the 60th month counted from the date of signing of the TERM OF DELIVERY OF THE PUBLIC ASSET, shall maintain the quality standards of buildings, in accordance with the guidelines listed in ANNEX XII, for all Visitor buildings.

**2.2.2.4. Fire Department Inspection Report - FDIR**

The CONCESSIONAIRE shall carry out all necessary renovations to secure the Fire Department Inspection Report in all buildings to remain under its and the CONCESSION AREA's responsibility.

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For all other CONCESSION AREA buildings listed in ANNEX II, the CONCESSIONAIRE shall carry out all necessary construction works to secure the FDIR specified in ANNEX XV, and it shall not be its responsibility to request and secure the FDIR for these buildings.

**2.2.2.5. Revertibility**

Regarding the revertibility of this CONCESSION's assets, all buildings to be delivered to the GRANTING AUTHORITY by the CONCESSIONAIRE at the end of the CONTRACT shall meet the quality standards of buildings, in accordance with the guidelines listed in ANNEX XII - ENGINEERING SPECIFICATIONS.

**2.2.3. Facility Networks**

**2.2.3.1. Drainage Network Improvements**

The CONCESSIONAIRE, by the end of the 24th month from the date of signing of the TERM OF DELIVERY OF THE PUBLIC ASSET, shall promote improvements to the public amenities' drainage network, ensuring at least:

- i) that the system is unobstructed without presenting clogging points;
- ii) increase in the number of catchment points (bell mouth or storm drain), considering that the spacing between the set of catchment points shall not exceed 40 meters in length, varying according to the slope of the land and the size of the contributory watershed basin.
- iii) maximum spacing of 80 meters between manholes (MH).

**2.2.3.2. Improvements in the Sewer Network**

The CONCESSIONAIRE, by the end of the 24th month counted from the date of signing of the TERM OF DELIVERY OF THE PUBLIC ASSET, shall promote improvements to the sewer network, in compliance with the current legislation and environmental licensing, considering at least:

- i) connecting the network of the enterprise's end point of collection to the municipal network or, alternatively, rehabilitating the collection and treatment system currently in existence to meet all legal and technical standards in force;
- ii) the sewer collection and removal system shall be kept fully operational in accordance with current regulations and legislation, as well as approvals;
- iii) the entire facility's network shall be built following the current concessionaire's (SABESP) regulations, laws and guidelines.

**2.2.3.3. Improvement of Paving of Internal roads**

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The CONCESSIONAIRE, by the end of the 24th month from the date of signing of the TERM OF DELIVERY OF THE PUBLIC ASSET, shall promote improvements to the paving of internal roads making up the streets and sidewalks of the entire concession perimeter, among other urban facilities, ensuring at least:

- i) that the streets are functional, without holes or other obstacles that hinder the transit of vehicles;
- ii) that sidewalks retain their conditions of usability and accessibility, clear of any obstacles that prevent the transit of wheelchair users, as well as holes or protrusions that hinder the transit of pedestrians;
- iii) that urban amenities such as benches and drinking fountains are maintained in order to retain their proper usability;
- iv) promote improvements to the CONCESSION AREA's signs and markings signage, aiming to ensure a safe transit of users.

**2.2.4. Access Center**

**2.2.4.1. Rehabilitating the Fauna Sector Parking Space**

The CONCESSIONAIRE, by the end of the 38th month from the date of signing of the TERM OF DELIVERY OF THE PUBLIC ASSET, shall promote improvements to the parking space, including at least:

- i) improving the current paving, so that there are no obstacles or projections that hinder the transit of pedestrians and vehicles, ensuring universal accessibility;
- ii) putting up adequate signs and markings to ensure a safe transit of its users;
- iii) functioning of the drainage system;
- iv) bike rack;
- v) enabling pedestrian access to the CIENTEC Park through a specific path.

**2.2.4.2. Visitor Reception Facility in the Parking Space**

The CONCESSIONAIRE, by the end of the 38th month from the date of signing of the TERM OF DELIVERY OF THE PUBLIC ASSET, shall build a new facility in the existing parking space to house at least one entrance sales structure (ticket office) and several restrooms, with at least 03 male units and 03 female units.

**2.2.4.3. Elevated Connection Between Parking Space and Zoo Entrance**

The CONCESSIONAIRE, by the end of the 38th month counted from the date of signing of the TERM OF DELIVERY OF THE PUBLIC ASSET, shall provide an elevated transposition solution (for instance, a walkway) for Avenida Miguel Stéfano Road from the parking space to the ZOO's entrance square.

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The CONCESSIONAIRE shall consider carrying out, under its responsibility, measures that mitigate impacts on the road system, in accordance with the municipal legislation.

**2.2.4.4. Entrance Square with Urban Furnishings and Paracycle**

The CONCESSIONAIRE, by the end of the 38th month counted from the date of execution of the TERM OF DELIVERY OF THE PUBLIC ASSET, shall upgrade the ZOO's entrance square. Here, entrance square refers to an area adjoined to the public sidewalk located before the visitor's access to the public amenities (area before the Ticket Office).

The entrance square shall contain at least:

- i) urban furnishings, for instance: benches, lamps, visual communication elements and communications for exhibitions and events taking place in the Park;
- ii) paracycle rack;
- iii) the area should be sufficiently large, with enough space to accommodate the demand on days with high numbers of visitors, as well as groups of visitors;
- iv) entail low impact on the landscape, featuring natural elements and landscaping with native Atlantic Forest vegetation.

**2.2.4.5. Ticket Office/Access Control/Visitor Center**

The CONCESSIONAIRE, by the end of the 38th month from the date of signing of the TERM OF DELIVERY OF THE PUBLIC ASSET, shall upgrade access to the ZOO, rehabilitating the ticket office and access control, as well as installing a new visitor center.

The structure shall contain at least:

- i) roofing for all constructions to ensure that Park visitors are protected from the weather (sun and rain);
- ii) visitor center with information kiosk, lockers, restrooms, and other facilities required to provide good services and reception of visitors;
- iii) an inviting visual and architectural identity that is attuned to the surrounding landscape, and whose design and materials employed are sustainable.

**2.2.4.6. Transport Vehicle Stop Area**

The CONCESSIONAIRE, by the end of the 38th month counted from the date of signing of the TERM OF DELIVERY OF THE PUBLIC ASSET, shall establish a stop area for collective and individual transport vehicles, with adequate space for visitors to embark and disembark, not obstructing transit on sidewalks and for vehicles along Avenue Miguel Stefano Road.

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**2.2.5. Visitor Center**

**2.2.5.1. Environments for Breeding Stock Management**

The CONCESSIONAIRE, by the end of the 60th month counted from the date of signing of the TERM OF DELIVERY OF THE PUBLIC ASSET, shall rehabilitate the structure of physical spaces in order to manage the Breeding Stock, whenever possible, in collective enclosures, with spaces that simulate fragments of species' natural environments so that the animals can better maintain their ability to control the environment, and where the visitor can experience an immersion experience, while improving animals' well being.

Rehabilitation of enclosures shall be carried out according to thematic groups, considering:

- i) assessment of elements constructed and the possibility to change their purpose;
- ii) legibility and hierarchy of flows according to topography and accessibility;
- iii) raising awareness and educating the population on the importance of animals as members of complete ecosystems.

**2.2.5.2. Accessibility**

The CONCESSIONAIRE, by the end of the 60th month counted from the date of signing of the TERM OF DELIVERY OF THE PUBLIC ASSET, shall ensure that the ZOO's entire public use area is accessible to people with disabilities and reduced mobility, in accordance with the legislation and applicable standards, including the rulings of relevant Building and Construction Codes as well as other technical standards.

**2.2.5.3. Expographic Project**

The CONCESSIONAIRE, by the end of the 60th month counted from the date of signing of the TERM OF DELIVERY OF THE PUBLIC ASSET, shall devise and introduce an expographic project focused on Environmental Education for all visitor circuits, including at least:

- i) signs with specific signage, and communication elements that allow an easy understanding by visitors as well as to know where they are, in an interactive and self-guided way;
- ii) promotion of environmental education for visitors of different age groups;
- iii) shall be in at least three languages (Portuguese, Spanish and English);
- iv) public amenities including services for the visually and hearing impaired shall be considered, using resources such as Braille and sign language;
- v) use of sustainable materials that have a low impact on the Zoo's natural environment, which shall be durable, resistant to vandalism, and easy to maintain and replace.



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**2.2.6. Safari Center**

**2.2.6.1. Full Implementation of the Intended Use of the Area**

Considering the possibility of new uses, and provided they relate to the purpose of the CONCESSION, in regard to the area currently occupied by Zoo Safari, the CONCESSIONAIRE, by the 60th month counted from the date of signing of the TERM OF DELIVERY OF THE PUBLIC ASSET, shall conclude implementation of the intended use of the current Zoo Safari's area, pursuant to the GRANTING AUTHORITY-approved Fauna INTERVENTION PLAN.

**2.2.7. Technical Center**

**2.2.7.1. Renovation and Expansion of the Veterinary Hospital**

The CONCESSIONAIRE, by the 24th month counted from the date of signing of the TERM OF DELIVERY OF THE PUBLIC ASSET, shall carry out the renovation and expansion of the veterinary hospital, in accordance with ANNEX XIII - GUIDELINES FOR RENOVATING AND EXPANDING THE VETERINARY HOSPITAL .

The building shall maintain the quality standards of buildings, according to the guidelines of ANNEX XII - ENGINEERING SPECIFICATIONS.

**2.2.8. Farm Center**

**2.2.8.1. Intervention Plan for Farm Use**

The CONCESSIONAIRE shall provide a destination and use for the FARM area, and shall devise and submit an INTERVENTION PLAN that it intends to carry out.

The FARM INTERVENTION PLAN shall offer at least:

- a. a physical-financial schedule for the interventions, specifying deadlines and areas to undergo interventions;
- b. master plan with all the significant implantation, program, architecture, urbanization and landscape elements that allow the GRANTING AUTHORITY to grasp the use and engineering and architecture solutions planned by the CONCESSIONAIRE;
- c. Proposal for allocating moveable assets, such as agricultural production equipment and machines that will not be used by the CONCESSIONAIRE in its proposed use of the FARM;
- d. the planned use may not impact CECFAU Management activities;
- e. basic intervention projects, in accordance with CAU and CREA guidelines.

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If the intended use involves activities that are complementary or that support the ZOO, the INTERVENTION PLAN shall necessarily:

- i) be aligned with the Action Plan for the Breeding Stock and with the Institutional Population Plan (IPP);
- ii) contain the Breeding Stock's logistics plan, signaling the type of management required for the feasibility of all proposed interventions.

The INTERVENTION PLAN for the FARM shall be submitted by the CONCESSIONAIRE for the GRANTING AUTHORITY's approval, which shall have an admissibility step, with a period of 05 (five) working days to verify that all the information and documents necessary for the appraisal have been submitted by the CONCESSIONAIRE. Within this period, the GRANTING AUTHORITY shall notify the CONCESSIONAIRE about non-admissibility should it verify a lack of necessary information and/or documents.

In case it receives notification about non-admissibility, the CONCESSIONAIRE shall submit the INTERVENTION PLAN to the GRANTING AUTHORITY again within 05 (five) business days, in order to undergo a new admissibility stage.

At the end of the admissibility phase, the GRANTING AUTHORITY shall evaluate the INTERVENTION PLAN for the Use of the Farm submitted by the CONCESSIONAIRE within a period of 30 (thirty) days, renewable once, for the same period.

The GRANTING AUTHORITY's rejection of the INTERVENTION PLAN for the Use of the FARM is restricted to a failure in meeting the requirements described hereunder. The GRANTING AUTHORITY's rejection of the plan shall be submitted by means of a reasoned decision, pointing out the plan's breaches.

#### **2.2.8.2. Farm's Environmental Adequacy Plan**

The CONCESSIONAIRE, by the end of the 6th month counted from the DATE OF SIGNING of the CONTRACT, shall devise and submit the FARM's Environmental Adequacy Plan contemplating the adequacy of the property under the Native Vegetation Protection Law (NVPL - Federal Law No.12.651/2012 - Forest Code) with regard to restoration of the Legal Reserve and Permanent Preservation Area - PPA, in accordance with other laws in force and also subject to the approval of competent bodies.

The FARM's Environmental Adequacy Plan shall be submitted by the CONCESSIONAIRE for the GRANTING AUTHORITY's approval, which shall have an admissibility step, with a period of 05 (five) working days to verify that all the information and documents required for the appraisal have been submitted by the CONCESSIONAIRE.

Within this term, the GRANTING AUTHORITY shall notify the CONCESSIONAIRE about non-admissibility should it verify a lack of necessary information and/or documents.

In case it receives notification about non-admissibility, the CONCESSIONAIRE shall submit the Environmental Adequacy Plan to the GRANTING AUTHORITY again within up to 05 (five) working days, which shall undergo a new admissibility stage.

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At the end of the admissibility stage, the GRANTING AUTHORITY shall evaluate the Environmental Adequacy Plan for the Farm submitted by the CONCESSIONAIRE within a period of 30 (thirty) days, extendable only once, for the same period.

The GRANTING AUTHORITY's rejection of the FARM's Environmental Adequacy Plan is restricted to a failure in meeting the requirements described hereunder. The GRANTING AUTHORITY's rejection of the plan shall be submitted by means of a reasoned decision, pointing out the plan's breaches.

**2.2.8.3. Performance of the Farm's Environmental Adequacy Plan**

The CONCESSIONAIRE, by the end of the 24th month counted from the date of signing of the TERM OF DELIVERY OF THE PUBLIC ASSET, shall initiate its performance of the FARM's Environmental Adequacy Plan by introducing the restoration methodology defined by the plan as well as maintaining the grounds. By the 120th month of the CONCESSION, the CONCESSIONAIRE shall conclude its performance of the Environmental Adequacy Plan.

**2.3. Certifications**

**2.3.1. ISO 9001, 14001 and 45001 Standard**

The CONCESSIONAIRE shall obtain ISO 9001 and 14001 certifications by the end of the 24th month from the date of signing of the TERM OF DELIVERY OF THE PUBLIC ASSET and the ISO 45001 certification by the end of the 36th month from the date of signing of the TERM OF DELIVERY OF THE PUBLIC ASSET.

**2.3.2. Animal Well Being Accreditation**

The CONCESSIONAIRE, by the end of the 12th month counted from the date of signing of the TERM OF DELIVERY OF THE PUBLIC ASSET, shall begin the animal well being accreditation process, and shall complete the process and obtain accreditation within 03 (three) months after completion of interventions foreseen under the INTERVENTION PLAN for the Fauna.

After securing it, the CONCESSIONAIRE shall maintain animal well being accreditation throughout the entire CONCESSION term.

Animal well being accreditation shall be issued by an independent organization:

- a. renowned and with experience at national and/or international level;
- b. focused and dedicated to animal well being evaluation;
- c. with expertise and previous experience in carrying out independent audits;
- d. with over 05 (five) years of professional experience.

**2.4. Supporting the Zoological Park Foundation of São Paulo**

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**2.4.1. Facility**

**2.4.1.1. Improvements to buildings that remain with the FPZSP**

The CONCESSIONAIRE, by the end of the 14th month counted from the date of signing of the TERM OF DELIVERY OF THE PUBLIC ASSET, shall carry out all necessary renovations to meet quality standards of buildings, according to the guidelines listed in ANNEX XII - ENGINEERING SPECIFICATIONS, in all buildings to remain under the GRANTING AUTHORITY or the FPZSP's responsibility, according to ANNEX II, with the exception of the Composter, which has its own regulations set forth hereunder.

**2.4.1.2. Adequacy of the Composter**

The CONCESSIONAIRE, by the end of the 20th month counted from the date of signing of the TERM OF DELIVERY OF THE PUBLIC ASSET, shall carry out all necessary renovations to the composter in order to meet the quality standards of buildings, according to the guidelines listed in ANNEX XII.

For this public amenity, renovation works shall provide at least:

- i) rebuild the roof, replacing the structure and tiles;
- ii) replace damaged floors and lining;
- iii) redo the entire building's paint job;
- iv) the electrical system shall be completely overhauled;
- v) replace damaged hydraulic accessories and sanitary faucets;
- vi) repair seams, and reinforcement of steel frames
- vii) general review of the percolating/slurry well water recirculation system and water reuse to wet fields.

**2.4.1.3. Providing Scientific Breeding Facilities - CECFAU-SP (CECFAU-II)**

The CONCESSIONAIRE, by the end of the 32nd month counted from the date of signing of the TERM OF DELIVERY OF THE PUBLIC ASSET, shall build a single unit with a space of at least 3,800m<sup>2</sup> (three thousand and eight hundred square meters) in an isolated area, with internal and independent operational flow, which is to be used by the FPZSP for specific research studies, as a Scientific Breeding Center for Conservation Purpose in the CONCESSION AREA-SP, according to the species and to minimum specifications listed in ANNEX XV, and meeting the specifications of ANNEX XII. FPZSP shall be responsible for securing specific permits from the environmental agency.

In addition to the specifications described in the annex, the following technical criteria shall be complied with:

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- i) entrance and exit flux of animal management at the CECFAU-SP scientific breeding center shall occur separately from CONCESSIONAIRE-managed animals;
- ii) CECFAU-SP and CONCESSIONAIRE Breeding Stocks shall be separate, avoiding contact and integration between one another;
- iii) the facility shall have its own premises for nutrition and food preparation, a veterinary clinic, a nursery, enclosures and a maintenance area;
- iv) responsibility for the security of the enterprise/Breeding Stock, cleaning/maintenance and the flow of people and employees shall not be shared, with the FPZSP being fully responsible for the safety, cleaning, maintenance and transit of people and animals with regard to CECFAU-SP;
- v) specimens that are the object of research studies, and which are to be transferred to the Scientific Breeding Center shall be the FPZSP's responsibility.

This Scientific Breeding Center for Conservation Purposes may not be open to visitors, and is restricted to the activities allowed for this activity under the terms of the current legislation, and is additionally subject to its authorization for use and management. Until the specific CECFAU-SP construction works are completed, the CONCESSIONAIRE shall put in place measures for the FPZSP to be able to use the Necropsy area and the Veterinary Hospital, upholding the procedures for each entity separating their own breeding stocks as specified by the competent environmental agency and, where applicable, the regulations contained in ANNEX XVIII.

After the approval of the INTERVENTION PLAN, and aimed at fulfilling this Assignment, the CONCESSIONAIRE shall devise and submit engineering designs to the GRANTING AUTHORITY within 90 (ninety) days.

The GRANTING AUTHORITY shall evaluate these engineering designs submitted by the CONCESSIONAIRE within a period of 30 (thirty) days, renewable once, for the same period.

#### **2.4.1.4. Providing part of the Facilities for Veterinary Care**

The CONCESSIONAIRE shall provide the Veterinary Hospital facilities for veterinary care to CECFAU I and II and Breeding Stock individuals, with the FPZSP to be responsible for managing the animals under its custody.

The FPZSP team shall be entitled to a maximum number of 50 medical treatments each month, restricted to 5 simultaneous medical treatments. The CONCESSIONAIRE shall provide the infrastructure and basic inputs needed for the veterinary care of individuals managed by the FPZSP originating from CECFAU I and II, whose reference list is in ANNEX X, in the maximum monthly amount of R\$ 8,000.00 (eight thousand reais). This sum applies to inputs, and not to facilities or public amenities.

Use of the space for medical treatment is to comply with the following written notice regulation from the FPZSP to the CONCESSIONAIRE: (a) low complexity medical treatments - 4 hours; (b) medium complexity medical treatments - 6 hours; (c) highly complex medical treatments - 8 hours, with the exception of emergency situations. Scheduling shall be conditioned to sending a list of inputs beforehand, except for emergency situations.

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Medical treatments that exceed this limit are to be reimbursed by the FPZSP to the CONCESSIONAIRE, according to costs incurred and proven. The CONCESSIONAIRE shall carry out an annual prior cost estimate procedure, assessing proof of its reasonableness and compatibility with market prices in force for that annual period.

The overall number of procedures performed in a continuous act, necessary for the evaluation and treatment of a given specimen submitted to the care of the veterinary clinical hospital, is deemed a single medical treatment.

Reviews of these procedures, as well as admission of an animal for over 01 (one) month, shall be deemed a new service, and the CONCESSIONAIRE shall be allowed to deem 1 (one) service each additional monthly period to the first month that any given animal remains admitted in the veterinary hospital.

**2.4.1.5. Physical separation - CECFAU-Araçoiaba (CECFAU-I)**

The CONCESSIONAIRE, by the end of the 9th month counted from the date of signing of the TERM OF DELIVERY OF THE PUBLIC ASSET, shall provide the physical separation (fencing) between the CONCESSION-FARM AREA and the area destined for CECFAU-I.

**2.4.2. Operation of Facilities**

**2.4.2.1. Personnel Meals**

After signing the TERM OF DELIVERY OF THE PUBLIC ASSET, the CONCESSIONAIRE shall provide meals to FPZSP personnel allocated within the CONCESSION AREA-SP.

These food services provided shall correspond to those offered to the CONCESSIONAIRE's own staff, in terms of quality and frequencies.

**2.4.2.2. Building Maintenance Services**

After signing the TERM OF DELIVERY OF THE PUBLIC ASSET, the CONCESSIONAIRE shall carry out building maintenance services at buildings that remain under the GRANTING AUTHORITY or the FPZSP's management and use, with the exception of CECFAU I and II, even if these are not being used by CONCESSIONAIRE personnel. Regulations for providing this service shall be defined in the Maintenance Plan specified in the FACILITY OPERATING MASTER PLAN.

**2.4.2.3. Building Cleaning Services**

After signing the TERM OF DELIVERY OF THE PUBLIC ASSET, the CONCESSIONAIRE shall carry out cleaning services at buildings that remain under the GRANTING AUTHORITY or the FPZSP's management and use, with the exception of CECFAU I and II, even if these are not being used by CONCESSIONAIRE personnel.

Rules for providing this service shall be defined in the Cleaning Plan specified in the FACILITY OPERATING MASTER PLAN.

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**2.4.2.4. Building Security and Access Control Services**

After signing the TERM OF DELIVERY OF THE PUBLIC ASSET, the CONCESSIONAIRE shall carry out property security and access control services at buildings that remain under the GRANTING AUTHORITY or the FPZSP's management or administrative use, even if these are not being used by CONCESSIONAIRE personnel. This Assignment does not apply to CECFAU I and II.

Rules for providing this service shall be defined in the Security and Access Control Plan specified in the FACILITY OPERATING MASTER PLAN.

The CONCESSIONAIRE shall not be responsible for contracting insurance for these buildings for protection against theft and robbery upon carrying out the Assignment, as defined in the specific Plan.

**3. Flora Sector: Botanic Garden**

**3.1. Flora and Phytosanitary Management Operations**

**3.1.1. Transition of Biological Assets of Flora Operations**

The CONCESSIONAIRE's operations of the BIOLOGICAL ASSETS of Flora are subject to the following requirements:

- a. the GRANTING AUTHORITY's approval of the Collections Plan and the Operating and Gardening Plan;
- b. presentation of teams provided for under the Collections Plan and the Operating and Gardening Plan;
- c. securing training participation certifications to be provided by the IBT.

The CONCESSIONAIRE, following the GRANTING AUTHORITY's approval of the Collections Plan and the Operating and Gardening Plan, shall present the teams provided for under the plans, which shall undergo a training program administered by the IBT.

Training participation certifications are to be secured by the CONCESSIONAIRE by the end of the 09<sup>th</sup> month counted from the DATE OF SIGNING of the CONTRACT.

The scope of the training to be provided by the IBT is contained in ANNEX VII.

Personnel who, upon signing the CONTRACT, provide these services directly to the IBT or by means of outsourced companies are exempt from training.

Once the requirements described above are met, the CONCESSIONAIRE shall be authorized, under contract, to operate the BIOLOGICAL ASSETS of Flora, upon the GRANTING AUTHORITY's issuance of the authorization document, pursuant to Clause 8.3 of the CONTRACT.



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**3.1.2. Biological Assets' Operating Master Plan - Flora Sector**

The CONCESSIONAIRE, by the end of the 6th month counted from the DATE OF SINGING of the CONTRACT, shall devise the BIOLOGICAL ASSETS' OPERATING MASTER PLAN, which is to be submitted to the GRANTING AUTHORITY and attuned to the INTERVENTION PLAN for Flora, pursuant to the terms of item 3.2.1 below.

The BIOLOGICAL ASSETS' OPERATING MASTER PLAN is to include the following plans:

- i) Collections Plan;
- ii) Operating and Gardening Plan.

**3.1.2.1. Collections Plan**

The CONCESSIONAIRE, by the end of the 6th month counted from the DATE OF SIGNING of the CONTRACT, shall devise and submit the Collections Plan, in accordance with:

- i) the MANAGEMENT PLAN of State Park Ipiranga Springs;
- ii) the MASTER PLAN of the Botanic Garden of São Paulo;
- iii) policy on Live Plant Collections (Institute of Botany Directive no.13, 10/14/2015);
- iv) CONAMA Resolution No. 339/2003;
- v) inventory of the BIOLOGICAL ASSETS of Flora devised by the CONCESSIONAIRE.

The Collection Plan submitted by the CONCESSIONAIRE shall be updated at least every 05 (five) years, and shall contain the planning of species' compositions as well as the purposes for the live collections under its responsibility, including:

- i) the description and justification of changes made to the collection due to adding new species or removing them;
- ii) the description and the abundance of intended species, estimating additional goals for the plan's current term;
- iii) the definition of goals for orchid and bromeliad collections, ensuring the continuity of research carried out with these collections;
- iv) the inclusion of new species, focusing on species that are native to the State of São Paulo.

The collection plan shall include: the live collection of the Botanic Garden's visitor area, the Dr. Frederico Carlos Hoehne Orchidarium's orchid collection and the Research Center for Ornamental Plants' bromeliad collection.

The CONCESSIONAIRE is to submit the Collection Plan for the GRANTING AUTHORITY's approval, which shall have an admissibility phase, with a period of 05 (five) working days in order to verify that all information and documents necessary for the appraisal have been submitted by the CONCESSIONAIRE.



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Within this term, the GRANTING AUTHORITY shall notify the CONCESSIONAIRE about non-admissibility should it verify a lack of necessary information and/or documents.

In case it receives notification about the non-admissibility, the CONCESSIONAIRE shall submit the Collections Plan to the GRANTING AUTHORITY again within 05 (five) working days, in order to go through a new admissibility stage.

At the end of the admissibility stage, the GRANTING AUTHORITY shall evaluate the Collection Plan submitted by the CONCESSIONAIRE within 30 (thirty) days, renewable once, for the same period.

The GRANTING AUTHORITY's rejection of the Collection Plan is restricted to a failure in meeting the requirements described hereunder. The GRANTING AUTHORITY's rejection of the plan shall be submitted by means of a reasoned decision, pointing out the plan's breaches.

**3.1.2.2. Operating and Gardening Plan**

The CONCESSIONAIRE, by the end of the 6th month counted from the DATE OF SIGNING of the CONTRACT, shall devise and submit the Operating and Gardening Plan, in accordance with:

- i) the MANAGEMENT PLAN of the State Park Ipiranga Springs;
- ii) the MASTER PLAN of the Botanic Garden;
- iii) policy on Live Plant Collections (Institute of Botany Directive no. 13, 10/14/2015);
- iv) CONAMA Resolution No. 339/2003;
- v) initial inventory of live collections carried out by the CONCESSIONAIRE.

The Operating and Gardening Plan submitted by the CONCESSIONAIRE shall be updated at least every 05 (five) years, and shall contain the regulations and guidelines for maintaining, preserving and managing the Botanic Garden's live collections, as described in the Collection Plan, as well as other green spaces throughout the entire CONCESSION area, including a description of the following services:

- i) gardening and green spaces - garden management and conservation, planting, maintenance of green spaces, flower beds, fertilization, pruning (shrubs, hedges and trees), cutting trees, removing and transporting vegetable remains, removing weeds, monitoring of plant health, management and suppression of invasive alien species;
- ii) collection of seeds - marking of origins, collection of samples of fruits, seeds and vegetative material, extraction and processing of collected seeds;
- iii) Orchidarium - irrigation, pest control, disease prevention and control, foliar and/or substrate fertilization, cleaning pruning, planting and replanting of pots, making tripods and hooks, cleaning pots, removing weeds, preparing and substrate replacement;

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- iv) bromeliad - pot labeling, substrate preparation, planting, irrigation, pot substrate exchange and transplanting, weekly fertilization with water-soluble fertilizers with macro and micronutrients, micro sprinkler irrigation, manual weed control, manual, physical or chemical weeding in greenhouse soil, cleaning pruning (elimination of old and dead green leaves), and pest and disease control.

And with at least the following elements to be presented:

- i. sizing of technical staff for Flora Management operations, signaling the number, professional training and position of personnel involved. The sized staff shall be compatible with the Live Collection to be managed by the CONCESSIONAIRE;
- ii. description of the Flora's operating management routines, being that the description of these routines shall detail all protocols and procedures to be put in place by the CONCESSIONAIRE.

The CONCESSIONAIRE shall submit the Operating and Gardening Plan for the GRANTING AUTHORITY's approval, which shall have an admissibility phase, with a period of 05 (five) working days in order to verify that all information and documents required for evaluation have been delivered by the CONCESSIONAIRE.

Within this term, the GRANTING AUTHORITY shall notify the CONCESSIONAIRE about non-admissibility should it verify a lack of necessary information and/or documents.

In case it receives a notification about non-admissibility, the CONCESSIONAIRE shall submit the Operating and Gardening Plan to the GRANTING AUTHORITY again within 05 (five) working days, which shall undergo a new admissibility stage.

At the end of the admissibility stage, the GRANTING AUTHORITY shall evaluate the Operating and Gardening Plan submitted by the CONCESSIONAIRE within a period of 30 (thirty) days, renewable once, for the same period.

The GRANTING AUTHORITY's rejection of the Operating and Gardening Plan is restricted to a failure in meeting the requirements described hereunder. The GRANTING AUTHORITY's rejection of the plan shall be submitted by means of a reasoned decision, pointing out the plan's breaches.

### **3.1.3. Inventory of Biological Assets of Flora**

The CONCESSIONAIRE, by the end of the 6<sup>th</sup> month counted from the DATE OF SIGNING of the CONTRACT, shall inventory and map current Botanic Garden's living collections in the visitor area, the Dr. Frederico Carlos Hoehne Orchidarium's orchid collection and the Ornamental Plants Research Center's bromeliad collection related to the CONCESSION AREA.

This activity shall result in a census inventory that is mapped and presented as a functional database of the Botanic Garden's live collection, which shall be constantly fed and updated by a qualified CONCESSIONAIRE staff member.

The database resulting from the inventory shall provide at least the following information:

- i. sequential code for each individual, population (for herbaceous and aquatic plants) or pot (for orchid and bromeliad collections);
- ii. botanic identification;

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- iii. dendrometric data (height and diameter at breast height - DBH, for arboreal individuals);
- iv. coverage area in m<sup>2</sup> (for herbaceous and aquatic plant species);
- v. phytosanitary condition to be rated either as excellent, good, regular or bad;
- vi. origin (native or exotic);
- vii. potentially invasive;
- viii. origin biome;
- ix. endangered group;
- x. coordinate or location polygon;
- xi. photographic record.

All individuals shall be marked on-site with an identification code so as to verify them in the database. All point or polygon coordinates shall be delivered in a file with extension “.shp”, along with a live collection distribution map throughout the entire CONCESSION area.

Data related to the Inventory and the assessment and qualification of the integrity of Dr. Frederico Carlos Hoehne Orchidarium Orchid Collections and the Ornamental Plants Research Center's Bromeliad Collection shall be collected for purposes of registration and monitoring, and these are not to be applied for purposes of verifying PERFORMANCE INDICATORS.

#### **3.1.4. Management of Live Collections**

After the approval of the Collection Plan and the Operating and Gardening Plan, the CONCESSIONAIRE shall present the teams foreseen under the plans and secure certificates of participation in the training program to be administered by the IBT.

Once these requirements are met, the CONCESSIONAIRE shall be authorized, under the terms of the CONTRACT, to manage the Botanic Garden's Live Collections, which shall remain under its responsibility. Live Collections are defined exclusively for plant individuals comprising:

- a. São Paulo Botanic Garden of São Paulo collections;
- b. the Dr. Frederico Carlos Hoehne Orchidarium orchid collection; and
- c. the Ornamental Plants Research Center's bromeliad collection.

Management is to include planning the composition of collection species, accounting for including new species and potentially excluding others, as specified in the Collection Plan.

When adding new species to collections, the CONCESSIONAIRE shall focus on the following procedures:

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- i. minimum number of 03 (three) specimens (individuals) for each species;
- ii. record of origin of individuals;
- iii. deposit in herbarium (preferably the IBT herbarium) of *exsiccata* for correct taxonomic identification.

**3.1.5. Live Collection Database**

The CONCESSIONAIRE, by the end of the 6th month counted from the DATE OF SIGNING of the CONTRACT, shall have completed the implementation and, from then on, shall maintain and update a functional computerized system for the Botanic Garden's Live Collections, based on the resulting database of initial inventories containing records of all individuals and populations belonging to the live collections.

This system should be used as a tool for managing Live Collections, being fed and updated whenever there is any intervention, maintenance, replacement or insertion of new individuals.

The database shall inform at least:

- i. how many species the collection has;
- ii. the number of individuals per species;
- iii. how many and which new species are included in the collection;
- iv. how many and which species are excluded from the collection;
- v. how many are reviled or have phytosanitary problems;
- vi. which of them are matrices;
- vii. other information pertaining to the management and conservation of the Botanic Garden's live collections.

**3.1.6. Seedling Nursery Management**

The CONCESSIONAIRE, as from the date on which it takes over operations of the BIOLOGICAL ASSETS of Flora, shall manage a seedling nursery by means of specialized labor, and in accordance with the regulations of the Operating and Gardening Plan as well as SMA Resolution No. 068/2008.

The nursery shall have premises able to ensure production of seedlings for replacement of live collections and space for research, and it can be installed in the current seedling nursery area or, instead, a new one can be built in the area destined to the CONCESSIONAIRE's technical use, accounting for the possibility of selling seedlings.

Personnel in charge of the nursery shall be able to prepare the substrate for seedlings, identify pests and other phytosanitary problems in the seedlings, control weeds and irrigate.

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**3.1.7. Management of the Dr. Frederico Carlos Hoehne Orchidarium**

The CONCESSIONAIRE, as from the date on which it takes over operations of the BIOLOGICAL ASSETS of Flora, shall manage the Dr. Frederico Carlos Hoehne Orchidarium, according to the guidelines of the Collection Plan and the Operating and Gardening Plan with specialized labor, and performing at least the following activities:

- i. planting and replanting pots;
- ii. making tripods and hooks;
- iii. cleaning vases;
- iv. removing weeds and invasive plants;
- v. substrate replacement;
- vi. irrigation;
- vii. pest control;
- viii. disease prevention and control;
- ix. foliar fertilization and/or substrates;
- x. pruning for cleaning.

All activities described shall allow for the continuity of Active Research studies carried out with the collection.

The IBT shall manage the orchid collection in order to establish the necessary guidelines for maintaining, preserving and managing species and individuals that comprise current scientific collection, enabling the continuity of research and collection management.

Therefore, when it comes to the Orchidarium and the orchid collection, it shall be incumbent upon the CONCESSIONAIRE to only and solely carry out all management activities under the terms defined by the IBT, to be specified in ANNEX XIX.

The CONCESSIONAIRE shall also be responsible for maintaining and preserving physical premises, in addition to the provision of water and electricity.

The same assignments apply to the Orchidarium's quarantine space.

Individuals in the scientific collection shall only be used for purposes of conservation, research and education. The CONCESSIONAIRE may use excess orchids resulting from substrate replacement for other purposes, such as sales.

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The CONCESSIONAIRE shall promote all adjustments to Building 39 - Orchid Collection, as provided for under ANNEX XVII, and it shall be responsible for upkeep and preserving its physical premises, in addition to providing water and electricity.

**3.1.8. Management of the Bromeliad Collection**

The CONCESSIONAIRE, from the date on which it takes over operations of the BIOLOGICAL ASSETS of Flora, shall manage the Ornamental Plants Research Center's bromeliad collection, in accordance with Collection Plan and Operating and Gardening Plan guidelines, using specialized labor, and performing at least the following activities:

- i. pot labeling;
- ii. substrate preparation;
- iii. planting;
- iv. irrigation;
- v. change of vessel substrates and transplantation;
- vi. weekly fertilization with water-soluble fertilizers with macro and micronutrients;
- vii. micro sprinkler irrigation;
- viii. manual weed control;
- ix. manual weeding;
- x. physical or chemical treatment of weeds in greenhouse soil;
- xi. pruning for cleaning (elimination of old and dead green leaves);
- xii. pest and disease control.

All activities described shall allow for the continuity of Active Research studies carried out with the collection.

The IBT shall be responsible for managing the bromeliad collection in order to determine the necessary guidelines for maintaining, conserving and managing species and individuals that comprise the current scientific collection, enabling the continuity of research and collection management. Therefore, when it come to the Bromeliad greenhouse and the bromeliad collection, it shall be incumbent upon the CONCESSIONAIRE to only and solely carry out the management activities under the terms defined by the IBT, regulated in ANNEX XIX.

Individuals in the bromeliad collection shall only be used for purposes of conservation, research and education. Surplus bromeliads may be used by the CONCESSIONAIRE for other purposes, such as sales.

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The collection of bromeliads shall be relocated to the Dr. Frederico Carlos Hoehne Orquidarium Research Center or adjoining area, with the CONCESSIONAIRE being responsible for providing new and appropriate greenhouses without jeopardizing the space occupied by the orchid collection, aimed at enhancing activities, and shall be responsible for its maintenance, as provided for under ANNEX XVII.

The CONCESSIONAIRE shall also be responsible for maintaining and conserving the physical premises, in addition to providing water and electricity.

**3.1.9. Seed Collection**

The CONCESSIONAIRE shall, from the date on which it assumes operations of the BIOLOGICAL ASSETS of Flora, undertake duties relating to seed collection at the CONCESSION AREA, in accordance with the guidelines of the Operating and Gardening Plan and the provisions of SMA Resolution No. 068/2008, in addition to technical-scientific criteria defined by the IBT Seed Research Center, performing at least the following activities:

- i) marking matrices in the concession area;
- ii) weekly collection of fruit samples;
- iii) seeds and vegetative material to check the maturity point;
- iv) collection of seeds from the matrices at the correct maturation period;
- v) extraction and processing of collected seeds.

All material collected by the CONCESSIONAIRE shall be delivered straight to the IBT Seed Research Center to compose said *Instituto's Index Seminum*.

The IBT is to provide surplus seedlings from germination tests of collected seeds to the CONCESSIONAIRE, in the latter's interest, for purposes of replacing the Botanic Garden's Live Collection plants, to be regulated under ANNEX XIX, with the IBT to uphold a minimum number to be destined to public agency public bodies attendance program, restoration and conservation programs, as well as specific surveys.

The IBT, by means of the Seed Research Center, shall also supply the CONCESSIONAIRE, in its interest, with non-viable surplus seeds to compose the CONCESSIONAIRE's seed collection that can be used to educate BOTANIC GARDEN visitors, to be regulated in ANNEX XIX.

**3.1.10. Gardening Service and Maintenance of Green Spaces**

The CONCESSIONAIRE, from the date on which it takes over operations of BIOLOGICAL ASSETS of Flora, shall provide gardening and maintenance services of green spaces throughout the CONCESSION AREA, performing at least the following activities:

- i. management and conservation of gardens, especially in visitor areas;
- ii. plantations;

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- iii. maintenance of green spaces;
- iv. flower beds;
- v. fertilizing;
- vi. pruning (shrubs, hedges and trees);
- vii. cutting trees;
- viii. removal and transportation of plant remains;
- ix. weed removal;
- x. monitoring of plant health;
- xi. management and suppression of wandering exotic species.

Activities described shall be carried out in accordance with the regulations and guidelines of the Operating and Gardening Plan.

The CONCESSIONAIRE is not responsible for gardening services linked to the IBT and the FPZSP's exclusive research studies, except as specified in this SET OF SPECIFICATIONS.

**3.1.11. Technical Director of Live Collections**

The CONCESSIONAIRE, as a condition for signing the CONTRACT, shall have in its staff a professional with a background in Biological Sciences and a doctoral degree in related Botany fields, such as: Plant Biology, Biodiversity Conservation or Plant Biodiversity and Environment, who shall be in charge of the technical direction of the Botanic Garden's live collections as well as engaging with researchers and representatives of scientific institutions associated with the Botanic Garden of São Paulo.

This professional shall be duly registered and qualified with the Biology professional board and comply with the provisions of the Technical Responsibility Annotation Manual of the Regional Biology Council of the 1st Region, in addition to the current legislation.

**3.1.12. Head of Gardening Services and Maintenance of Green Spaces**

The CONCESSIONAIRE, as a condition for signing the CONTRACT, shall have in its staff a professional with a higher education degree and training in Agronomy, Forest Engineering or Biological Sciences, duly registered with his or her professional board.

This professional shall submit proven experience of 03 (three) years in landscaping or maintenance of green spaces. He or she shall be responsible for coordinating the gardening and maintenance team of the Botanic Garden of São Paulo's green spaces.



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**3.1.13. Lake levels and Watercourses**

The CONCESSIONAIRE, from the date on which it takes over operations of the BIOLOGICAL ASSETS of Flora, shall manage water levels of all lakes and watercourses under the area of its management. The CONCESSIONAIRE shall be responsible for procedures of opening and closing drainage gates in the Botanic Garden of São Paulo, in accordance with rainfall and the flow volume of watercourses.

This procedure shall follow the Operating and Gardening Plan.

**3.1.14. Control of Invasive Exotic Species**

The CONCESSIONAIRE, from the date on which it takes over operations of the BIOLOGICAL ASSETS of Flora, shall put in place a program for controlling and monitoring invasive exotic species within the CONCESSION AREA, in accordance with the Operating and Gardening Plan.

The following are some of the priorities when it comes to controlling and managing invasive exotic species:

- i) Sweet Pittosporum (*Pittosporum undulatum*);
- ii) Eagle fern (*Pteridium aquilinum*);
- iii) fan palm (*Licuala grandis*);
- iv) Australian palm ( *Archontophoenix cunninghamiana*).

**3.1.15. Class A**

The CONCESSIONAIRE, from the date on which it assumes operations of the BIOLOGICAL ASSETS of Flora, shall answer for the Botanic Garden to the regulatory agencies, including with regard to the Botanic Garden's Class A rating.

The CONCESSIONAIRE, from the date it assumes operations of the BIOLOGICAL ASSETS of Flora, shall be responsible, under the CONTRACT, for the following activities aimed at ensuring that the Botanic Garden retains its Class A rating, as per CONAMA Resolution No. 339/2003:

- i. have a technical-scientific body compatible with its activities;
- ii. have gardeners and surveillance services;
- iii. maintain seedling production area, preferably of local flora native species;
- iv. have administrative and logistical support compatible with activities to be developed;
- v. have special collections representative of native flora in suitable premises;

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- vi. develop programs in the field of environmental education;
- vii. have basic facilities to cater to visitors' needs;
- viii. have a computerized registration system for its collection;
- ix. promote technical training of its staff.

Separation of duties to fulfill requirements for retaining the Class A rating shall be as follows, as mandatory minimums:

REQUIREMENTS	CONCESSIONAIRE	IBt
Have a technical and scientific staff compatible with their activities	X	X
Have surveillance and gardening services, own or outsourced	X	
Maintain a seedling production area, preferably of native local flora species	X	
Have administrative and logistical support compatible with activities to be developed	X	
Develop research programs aimed at the conservation and preservation of species	X	X
Have special collections representative of native flora in suitable premises	X	
Develop programs in the field of environmental education	X	
Have basic facilities to cater to visitors' needs	X	
Have its own herbarium or in association with other institutions		X
Have a computerized registration system for its collection	X	

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Own a specialized library		X
Maintain a technical-scientific publication program, subordinate to the publications committee and/or the editorial committee, with serial publication		X
Maintain a germplasm bank and regular publication of <i>Index Seminum</i>		X
Promote technical training of its staff	X	
Offer technical courses to the general public		X
Offer technical, scientific and institutional support, in cooperation with conservation units		X

The CONCESSIONAIRE, under the CONTRACT, shall be exempt from any penalty resulting from the Botanic Garden being stripped of its Class A rating due to breaches in activities for which it is not responsible or for acts performed by third parties not linked to CONCESSIONAIRE, including non-compliance, by IBT, of the other activities inherent to the maintenance of said Category A.

### 3.1.16. Environmental education

#### 3.1.16.1. Environmental Education Activities

After signing the TERM OF DELIVERY OF THE PUBLIC ASSET, the CONCESSIONAIRE shall start carrying out environmental education activities, covering the following: self-guided itinerary visits, monitored visits and receiving school field trips.

The activities shall compose an Environmental Education Program aimed at fulfilling the BOTANIC GARDEN's educational purposes. Activities should address subjects related to botany and biodiversity conservation, with a focus also on conservation and the importance and benefits generated by the *Parque Estadual Fontes do Ipiranga* – PEFI.

Pursuant to ANNEX XIX, joint actions shall be defined, as well as the scope of action of the IBT and the CONCESSIONAIRE.

#### 3.1.16.2. Dr. João Barbosa Rodrigues Botanic Museum

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The CONCESSIONAIRE, by the end of the 06<sup>th</sup> month counted from the DATE OF SIGNING the CONTRACT, shall take over the management of the exhibition at the Dr. João Barbosa Rodrigues Botanic Museum, with support from the Institute of Botany to plan for items to be displayed, as specified in ANNEX XIX.

Activities carried out at the museum shall comprise the Botanic Garden's Environmental Education Program.

**3.2. Flora Facilities**

**3.2.1. Flora Intervention Plan**

The CONCESSIONAIRE, by the end of the 8<sup>th</sup> month counted from the DATE OF SIGNING of the CONTRACT, shall submit a Flora INTERVENTION PLAN, specifying physical interventions to be carried out at the BOTANIC GARDEN's CONCESSION AREA.

The Flora INTERVENTION PLAN shall include at least:

- a. physical-financial schedule for all interventions, specifying deadlines and areas that need to undergo interventions;
- b. *master plan* with all significant implantation, program, architecture, urbanization and landscaping elements that allow the GRANTING AUTHORITY to grasp the use and engineering and architecture solutions planned by the CONCESSIONAIRE;
- c. Logistics Plan for managing BIOLOGICAL ASSETS during interventions, separating different types of transportation, place of accommodation during interventions and other aspects required for operating the BIOLOGICAL ASSETS;
- d. Basic intervention projects, in accordance with CAU and CREA guidelines.

The Flora INTERVENTION PLAN shall be consistent with the Collection Plan and with the Operating and Gardening Plan, and is to be submitted according to the implementation stage of the proposed improvements, including facilities and support assignments specified under the contract.

The Flora INTERVENTION PLAN shall be submitted by the CONCESSIONAIRE for the GRANTING AUTHORITY's approval, which shall have an admissibility stage, with a period of 05 (five) days in order to verify that all information and documents necessary for the appraisal have been delivered by the CONCESSIONAIRE.

Within this period, the GRANTING AUTHORITY shall notify the CONCESSIONAIRE about non-admissibility should it verify a lack of necessary information and/or documents.

If the CONCESSIONAIRE receives notification of non-admissibility, it shall submit the Flora INTERVENTION PLAN again within 5 (five) working days, in order to undergo a new admissibility stage.

At the end of the admissibility stage, the GRANTING AUTHORITY shall evaluate the Flora INTERVENTION PLAN submitted by the CONCESSIONAIRE within a period of 30 (thirty) days, which can be extended only once, for the same period.

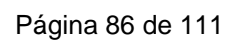
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The GRANTING AUTHORITY's rejection of the INTERVENTION PLAN is restricted to a failure in meeting the requirements described hereunder. The GRANTING AUTHORITY's rejection of the plan shall be submitted by means of a reasoned decision, pointing out the plan's breaches.

**3.2.2. Buildings**

The CONCESSIONAIRE, upon signing the TERM OF DELIVERY OF THE PUBLIC ASSET, shall be in charge of the existing buildings within the CONCESSION AREA-SP, as listed in the map and table below, notwithstanding its need to fulfill the Assignments foreseen in items 2.4 and 3.4 of ANNEX XVI, so that the transference of buildings affected by them may take place.

Map 03 – The following are BOTANIC GARDEN CONCESSION area buildings:



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Table 03 - Buildings in the Botanic Garden's CONCESSION area

<b>Building number</b>	<b>Current Name/Usage</b>	<b>Responsibility under the CONTRACT</b>
1	Auditorium	IBT
2	General management and others	IBT
3	Mycology and Others	IBT
4	Herbarium and Others	IBT
5	Orchidarium	IBT
6	Fumigation Laboratory	IBT
7	Garden School	IBT
8	Seedling production	CONCESSIONAIRE
9	Ecology	IBT
10	Physiology and Biochemistry	IBT
11	Phytochemistry Laboratory	IBT
12	Experimental Field - Ornamental	IBT
13	Research Center for Ecology and Physiology (CPEF)	IBT
14	Facility	IBT

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15	Vacant	IBT
16	Applied mycology	IBT
17	Seed technology and research unit	IBT
18	CERAD (security room)	CONCESSIONAIRE
19	Sub-Fleet Management Center	CONCESSIONAIRE
20	Ornamental Plants Research Center (OPRN)	CONCESSIONAIRE
21	Seed Research Center	CONCESSIONAIRE
22	Environmental Education Center and Children's Center	CONCESSIONAIRE
23	Botanic Garden and Reserves Research Center (BGRRC)	CONCESSIONAIRE
24	New Herbarium	IBT
25	Botanic Museum	CONCESSIONAIRE
26	Monkfish breeding enclosure	IBT
27	Atlantic Forest Greenhouse	CONCESSIONAIRE
28	Cerrado Greenhouse	CONCESSIONAIRE
29	Restaurant	CONCESSIONAIRE
30	Staff lodging	IBT



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31-36	Experimental Field Greenhouses	IBT
37	Staff lodging	CONCESSIONAIRE
38	Security personnel and access to technical area	CONCESSIONAIRE
39	Orchidarium	CONCESSIONAIRE and IBT
40	Entrance to the Botanic Garden	CONCESSIONAIRE

### 3.2.2.1. Guidelines for constructing and renovating buildings

The CONCESSIONAIRE shall follow the following guidelines for the construction and renovation of buildings:

- i. new and renovated buildings are to be designed in such a way that they are integrated with the natural environment;
- ii. the architecture of large structures, such as marquees, walkways, aviaries, garage buildings, among others, shall be harmonious with nature, generating a low visual impact on the landscape;
- iii. new and renovated buildings shall follow a coherent and consistent visual and architectural identity proposal throughout the entire flora conservation center;
- iv. sustainability concepts shall be used in devising and executing engineering designs. The choice of building techniques and systems shall favor resistant, durable and efficient solutions that follow sustainability concepts in order to promote energy efficiency and savings in water, materials and other natural resources, in addition to providing for functional comfort and enabling low maintenance needs;
- v. interventions shall preserve, whenever possible, existing vegetation, putting in place solutions that use vegetation in renovations and new constructions;
- vi. be compatible with the PEFI Management Plan;
- vii. mitigate impact on PEFI fauna, such as birds colliding into mirrored buildings, electrocution, among others.

### 3.2.2.2. Improvements in Current Buildings - Technical Center

The CONCESSIONAIRE, by the end of the 60<sup>th</sup> month from the date of signing of the TERM OF DELIVERY OF THE PUBLIC ASSET, shall carry out all necessary renovations in order to meet quality standards of buildings,

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according to the guidelines listed in ANNEX XII, which is to apply to every Technical Center building to remain under its responsibility.

**3.2.2.3. Improvements in Current Buildings – Visitor Center**

The CONCESSIONAIRE, by the end of the 60<sup>th</sup> month from the date of signing of the TERM OF DELIVERY OF THE PUBLIC ASSET, shall carry out all necessary reforms in order to meet quality standards of buildings, according to the guidelines listed in ANNEX XII, which is to apply to every Visitor Center building to remain under its responsibility.

**3.2.2.4. Fire Department Inspection Report - FDIR**

The CONCESSIONAIRE shall carry out all necessary renovations to secure the Fire Department Inspection Report in all buildings to remain under its responsibility and in the CONCESSION AREA.

For buildings listed ANNEX XVII, the CONCESSIONAIRE shall carry out all renovation works required to secure the FDIR, though it shall not be its responsibility to request and secure the FDIR for these buildings.

**3.2.2.5. Revertibility**

Regarding the revertibility of the CONTRACT, all buildings to be delivered by the CONCESSIONAIRE to the GRANTING AUTHORITY at the end of the CONTRACT shall fulfill quality standards of buildings, with the guidelines listed in ANNEX XII - ENGINEERING SPECIFICATIONS.

**3.2.3. Facility Grids**

**3.2.3.1. Drainage Network Improvements**

The CONCESSIONAIRE, by the end of the 24<sup>th</sup> month from the date of signing of the TERM OF DELIVERY OF THE PUBLIC ASSET, shall promote improvements to the public amenities' drainage network, ensuring at a minimum:

- i. that the system is unobstructed and has no clogging points;
- ii. an increase in the number of catchment points (bell mouth or storm drain, considering that the spacing between the set of catchment points shall not exceed 40 meters in length, varying according to the slope of the terrain and the size of the contributory watershed basin;
- iii. a maximum spacing of 80 meters between manholes (MH).

**3.2.3.2. Draining of the Howler Monkey Lake and Connection between Lakes**

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The CONCESSIONAIRE, by the end of the 24th month from the date of signing of the TERM OF DELIVERY OF THE PUBLIC ASSET, shall carry out the drainage of the Howler Monkey Lake as well as a general assessment of the connection between the existing lakes, aiming at ensuring their maintenance, considering at least:

- i) carrying out bathymetry of the lakes to verify whether there is any silting;
- ii) identifying the conditions of piping and connection channels between the lakes and, if necessary, replacing them or carrying out maintenance works;
- iii) checking the stability of the ridge of the busbars and, if necessary, carrying out works to contain the slopes.

**3.2.3.3. Improvements in the Sewer Network**

The CONCESSIONAIRE, by the end of the 24th month counted from the date of signing of the TERM OF DELIVERY OF THE PUBLIC ASSET, shall put in place improvements in the sewer network, in compliance with the current legislation and environmental licensing, considering at least:

- i) replacing the entire existing sewer network with a new one, while keeping an average spacing of 50 meters between manholes;
- ii) installing a network to connect the enterprise's end point of collection to the municipal network, verifying the need for installing a Sewer Pumping Station due to the site's current unevenness;
- iii) the entire facility network shall be built following the regulations, laws and guidelines of the current concessionaire (SABESP).

**3.2.3.4. Urbanization Improvements**

The CONCESSIONAIRE, by the end of the 24th month counted from the date of signing of the TERM OF DELIVERY OF THE PUBLIC ASSET, shall promote improvements to the urbanization of outside areas composed of streets and sidewalks throughout the entire concession perimeter, among other urban facilities, ensuring at least the following things:

- i) the streets shall be functional, without holes or other obstacles that hinder the transit of vehicles;
- ii) the sidewalks shall maintain their usability and accessibility, clear of any obstacles that prevent transit of wheelchair users, as well as holes or edges that hinder pedestrian transit;
- iii) urban amenities such as benches and drinking fountains shall be maintained in order to ensure their adequate usability;
- iv) making improvements in the CONCESSION AREA's signs and markings, aimed at guaranteeing a safe transit of users.

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**3.2.4. Access Center**

**3.2.4.1. Rehabilitation of the Flora Sector Parking Space**

The CONCESSIONAIRE, by the end of the 38<sup>th</sup> month from the date of signing of the TERM OF DELIVERY OF THE PUBLIC ASSET, shall promote improvements to the parking space, including at least:

- i) improving the current paving, so that there are no obstacles or edges that hinder the transit of pedestrians and vehicles, ensuring universal accessibility;
- ii) putting up adequate signs and markings, aimed at ensuring a safe transit of users;
- iii) installing bike rack;
- iv) functioning of the drainage system.

**3.2.4.2. Elevated connection between the parking space and the entrance to the Botanic Garden**

The CONCESSIONAIRE, by the end of the 38<sup>th</sup> month counted from the date of signing of the TERM OF DELIVERY OF THE PUBLIC ASSET, shall provide an elevated transposition solution (for instance, a walkway) for Avenida Miguel Stéfano Road, from the FLORA SECTOR parking space to the BOTANIC GARDEN's entrance square.

The CONCESSIONAIRE shall consider carrying out, under its responsibility, measures that mitigate the impacts on the road system, in accordance with the municipal legislation.

**3.2.4.3. Entrance Square with Urban Furnishings and Paracycle**

The CONCESSIONAIRE, by the end of the 38<sup>th</sup> month from the date of signing of the TERM OF DELIVERY OF THE PUBLIC ASSET, shall upgrade the BOTANIC GARDEN's entrance square. An entrance square is deemed any area adjoined to the public sidewalk, located before the Botanic Garden's entrance (the area right before the Ticket Office). The entrance square shall feature at least:

- i) urban furnishings, for instance: benches, lamps, visual communication elements and advertising of exhibitions and events taking place in the Park;
- ii) paracycle rack;
- iii) the area shall be sufficiently large to take in high numbers of visitors in specific days, as well as groups of visitors;
- iv) it shall have a low impact on the landscape, featuring natural elements and landscaping with native Atlantic Forest vegetation.

**3.2.4.4. Ticket Office/Access Control/Visitor Center**

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The CONCESSIONAIRE, by the end of the 38th month from the date of signing of the TERM OF DELIVERY OF THE PUBLIC ASSET, shall upgrade access to the BOTANICAL GARDEN, overhauling the ticket office and entrance controls, as well as building a new visitor center.

The facility shall contain at least:

- i) roofing across the site, sheltering Park visitors from harsh weather (sun and rain);
- ii) visitor center with information kiosk, lockers, restrooms, and other facilities required for providing sound services and welcoming visitors;
- iii) inviting visual and architectural identity in harmony with the surrounding landscape, and focusing on sustainable design and materials used.

**3.2.4.5. Transport Vehicle Stop Area**

The CONCESSIONAIRE, by the end of the 38<sup>th</sup> month counted from the date of execution of the TERM OF DELIVERY OF THE PUBLIC ASSET, shall establish a stop area for collective and individual transport vehicles, ensuring adequate space for visitors to embark and disembark, without obstructing the flow on the sidewalks and the vehicular flow on Avenue Miguel Stefano.

**3.2.5. Visitation Center**

**3.2.5.1. Renovating the Spring Trail (Trilha do Nascente)**

The CONCESSIONAIRE, by the end of the 18<sup>th</sup> month counted from the DATE OF SIGNING of the CONTRACT, shall carry out renovations of the Spring Trail (Trilha do Nascente), accounting at the very least for:

- i) repairing wooden slats;
- ii) ensuring that the trail has universal accessibility.

**3.2.5.2. Restaurant overhaul**

The CONCESSIONAIRE, by the end of the 44th month from the date of signing of the TERM OF DELIVERY OF THE PUBLIC ASSET, shall overhaul the existing restaurant, endeavoring at least to:

- i) expand the dining hall;
- ii) build a see-through area enabling customers to see the Piraranguá area stream as well as green spaces between buildings listed as heritage property in the surrounding areas.

**3.2.5.3. Revitalizing the Swamp**

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The CONCESSIONAIRE, by the end of the 44th month counted from the date of signing of the TERM OF DELIVERY OF THE PUBLIC ASSET, shall revitalize the swamp, guaranteeing that the drainage system properly conducts rainwater.

The swamp's natural attributes as an area with native vegetation typical of floodplains are to be restored.

### **3.2.5.4. Accessibility**

The CONCESSIONAIRE, by the end of the 60th month counted from the date of signing of the TERM OF DELIVERY OF THE PUBLIC ASSET, shall guarantee, throughout the BOTANIC GARDEN's entire public use area, accessibility to people with disabilities and reduced mobility, and shall comply with the legislation in force and all applicable standards.

### **3.2.5.5. Expographic Project**

The CONCESSIONAIRE, by the end of the 60th month counted from the date of signing of the TERM OF DELIVERY OF THE PUBLIC ASSET, shall devise and put in place expographic project focused on Environmental Education for all visitor routes, to include at least:

- i) signs with specific signage and communication elements that allow an easy understanding by visitors as well as to know where they are, in an interactive and self-guided way;
- ii) promotion of environmental education to visitors of different age groups;
- iii) communications shall be in at least three languages (Portuguese, Spanish and English);
- iv) public amenities that include services for the visually and hearing impaired shall be considered, using resources such as language in Braille and in sign language;
- v) use of sustainable materials that have a low impact on the Botanic Garden's natural environment, which should be durable, resistant to vandalism, easy to maintain and replace.

## **3.3. Certifications**

### **3.3.1. Securing the ISO 9001, 14001 and 45001 Certifications**

The CONCESSIONAIRE shall secure ISO 9001 and 14001 certifications by the end of the 24<sup>th</sup> month from the date of signing of the TERM OF DELIVERY OF THE PUBLIC ASSET, and the ISO 45001 certification by the end of the 36th month from the date of signing of the TERM OF DELIVERY OF THE PUBLIC ASSET for the BOTANIC GARDEN.

## **3.4. Supporting the Institute of Botany**

### **3.4.1. Facility**

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In this item, three types of Assignments are provided for purposes of Supporting the IBT:

1. Renovations and adaptations carried out in buildings that shall be destined to receive an Institute of Botany team, taking into account the reassignment of use for buildings listed in ANNEX XVI - GUIDELINES FOR REASSIGNING USE OF BOTANIC GARDEN BUILDINGS;
2. Specific reforms and adaptations aimed at improving *Instituto de Botânica* staff buildings defined in ANNEX XVII;
3. Construction of a new building to receive the Institute of Botany team, as per ANNEX XVII.

After approval of the INTERVENTION PLAN, and aimed at fulfilling this Assignment, the CONCESSIONAIRE shall devise and submit the engineering designs to the GRANTING AUTHORITY within 90 (ninety) days, taking into account laboratory safety regulations and adequate grounds for setting up the public amenities.

The GRANTING AUTHORITY shall evaluate the engineering designs submitted by the CONCESSIONAIRE within a period of 30 (thirty) days, renewable once, for the same period.

The GRANTING AUTHORITY shall evaluate fulfillment of all obligations provided for under this CONTRACT and ANNEXES, and shall appraise or reject, or determine changes, if breaches to the contract are verified.

After the completion of renovation works and adjustments to buildings specified in items 1, 2 and 3, the IBT shall be responsible for operating laboratory facilities.

**3.4.1.1. Improvements and Adaptations to receive Institute of Botany staff currently in the Botanic Garden**

The CONCESSIONAIRE, by the end of the 14th month counted from the date of signing of the TERM OF DELIVERY OF THE PUBLIC ASSET, shall conclude the necessary reforms in the specified buildings that are to remain with the IBT, for adequacy of buildings with reassigned uses in visitor areas, in addition to other improvements listed. All renovations shall fulfill quality standards of buildings, pursuant to the guidelines listed in ANNEX XII - ENGINEERING SPECIFICATIONS.

Buildings listed below shall be renovated by the CONCESSIONAIRE, as described in the terms of ANNEX XVII - GUIDELINES FOR THE CONSTRUCTION, RENOVATION, IMPROVEMENTS AND ADAPTATION OF BOTANIC GARDEN BUILDINGS, so that the IBT and its technical staff is able to occupy said Buildings, enabling those currently occupied for use by the CONCESSIONAIRE after satisfactory completion of said renovations:

- i. Building 3 - receives the Botanic Garden and Reserves Research Center and the Surveillance Center;
- ii. Building 11 - receives part of the Ornamental Plants Research Center;
- iii. Building 12 - receives part of the Ornamental Plants Research Center;
- iv. Building 13 - receives part of the Ornamental Plants Research Center;

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- v. Building 14 - receives CERAD and the Environmental Education Research Center;
- vi. Building 15 - receives the Sub-Fleet, Maintenance of Green Spaces and Facilities.

The CONCESSIONAIRE shall comply with the provisions of ANNEX XVI - GUIDELINES FOR REASSIGNING USE OF BOTANIC GARDEN BUILDINGS for purposes of reassigning the Institute of Botany team to the buildings indicated above.

Upon completion of the renovation works, the CONCESSIONAIRE shall be responsible for cleaning up. Upon clearance of the buildings, the IBT shall relocate and set up its personnel, furnishings and supplies within 30 (thirty) days.

**3.4.1.2. Improvements and Adaptations to Other Institute of Botany Buildings**

The CONCESSIONAIRE, by the end of the 14th month counted from the date of signing of the TERM OF DELIVERY OF THE PUBLIC ASSET, shall conclude the necessary renovations of specific buildings to remain with the IBT, in order to adjust buildings that will be awarded other improvements described. All renovations shall fulfill quality standards of buildings, according to the guidelines of ANNEX XII - ENGINEERING SPECIFICATIONS.

Buildings listed below shall be renovated by the CONCESSIONAIRE in order to improve and adapt these constructions for the Institute of Botany and its technical staff, as described under ANNEX XVII - GUIDELINES FOR THE CONSTRUCTION, RENOVATION, IMPROVEMENTS AND ADAPTATION OF BOTANIC GARDEN BUILDINGS:

- i. Building 2;
- ii. Building 3;
- iii. Building 4.

**3.4.1.3. Construction of the New Building**

The CONCESSIONAIRE, by the end of the 20th month from the date of signing of the TERM OF DELIVERY OF THE PUBLIC ASSET, shall complete the construction of a new building to house the reassigned uses of the visitor area, in accordance with ANNEX XVII, Building 17A, which is to be reassigned with the Seed Research Center, and shall fulfill quality standards of buildings, according to the guidelines listed in ANNEX XII.

Upon completion of the construction works, the CONCESSIONAIRE shall be responsible for cleaning up. Once the building is cleared for use, the IBT is responsible for relocating and setting up its personnel, furnishings and supplies within 30 (thirty) days.

**3.4.2. Building Maintenance Services**



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After signing the TERM OF DELIVERY OF THE PUBLIC ASSET, the CONCESSIONAIRE shall provide maintenance services for buildings that remain under the IBT or the GRANTING AUTHORITY's use and management, even if these are not being used by CONCESSIONAIRE personnel, except for building no. 30.

Rules for providing this service shall be defined in the Maintenance Plan included in the FACILITY OPERATING MASTER PLAN.

**3.4.2.1. Building Cleaning Services**

After signing the TERM OF DELIVERY OF THE PUBLIC ASSET, the CONCESSIONAIRE shall provide cleaning services to buildings that remain under the IBT or the GRANTING AUTHORITY's use and management, even if these are not being used by CONCESSIONAIRE personnel, except for building no. 30.

Regulations for providing this service shall be defined in the Cleaning Plan included in the FACILITY OPERATING MASTER PLAN.

**3.4.2.2. Building Security and Access Control Services**

After signing the TERM OF DELIVERY OF THE PUBLIC ASSET, the CONCESSIONAIRE shall provide property security and access control services to buildings remaining under the IBT or the GRANTING AUTHORITY's management and administrative use, even if these are not being used by CONCESSIONAIRE personnel, except for building no. 30.

Rules for providing this service shall be defined in the Security and Access Control Plan included in the FACILITY OPERATING MASTER PLAN.

The CONCESSIONAIRE shall not be responsible for contracting insurance for these buildings or for protection against theft and robbery while carrying out this Assignment, as defined in the specific Plan

**4. Contract Regulation**

**4.1 Contract Oversight Committee**

The CONCESSIONAIRE, effective the signing of the CONTRACT, shall provide all clarifications and informations required by the Contract Performance Oversight Committee, in accordance with the provisions of State Law No. 17.107/2019, including data on:

- i)* visitor demand;
- ii)* revenue;
- iii)* operating activities;
- iv)* carrying out assignments;
- v)* performance indicators;

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- vi) monitoring and managing BIOLOGICAL ASSETS of fauna and flora;
- vii) monitoring and transacting facility assets;
- viii) certifications.

Constitution of the Contract Performance Oversight Committee, the frequency of meetings, regulations and other governance rules shall be defined by the GRANTING AUTHORITY upon its establishment.

Reports to be delivered by the CONCESSIONAIRE are described in the final part of this SET OF SPECIFICATIONS.

#### **4.2 Independent Rapporteur**

The CONCESSIONAIRE shall contract the services of an INDEPENDENT RAPPORTEUR to assist in the control and evaluation of the quality and performance of services rendered, as regulated under the AUCTION NOTICE AND the CONTRACT.

#### **4.3 Annual Reports**

The CONCESSIONAIRE, from the 12<sup>th</sup> month counted from the DATE OF SIGNING of the CONTRACT, shall devise an Annual Report, providing it to the GRANTING AUTHORITY up to 30 days after the CONTRACT anniversary:

- i. operation of the BIOLOGICAL ASSETS of Fauna, describing management as well as flora management activities;
- ii. operation of the BIOLOGICAL ASSETS of Flora, describing management and live collection maintenance, gardening and maintenance of green spaces activities;
- iii. public Use and Environmental Education Activities, describing all educational activities carried out, the educational content covered, the number of participants and visitors at the CONCESSION area, broken down between ZOO, BOTANIC GARDEN AND FARM areas;
- iv. operating activities featuring at least:
  - a. Visitor information specified by age, gender and type of access - the visitor access system shall enable the GRANTING AUTHORITY to carry out real-time checks;
  - b. ticketing, type of ticket, subject to the provisions of ANNEX XXIII;
  - c. revenue, broken down by source and type of revenue;
  - d. results of all monitoring assessments provided for under this set of specification's assignments;
  - e. results and tax bases for estimating the PERFORMANCE INDICATORS.

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Exceptionally for items “a”, “b” and “c”, the following is to be devised and provided to the GRANTING AUTHORITY until the 5<sup>th</sup> working day of the subsequent month, in monthly reports.

- v. Control of Domestic Stray Species, signed by a veterinarian and listing used sterilization protocols and destination given to the animal cared for;
- vi. Control of Synanthropic Species Declared to be Hazardous, describing actions carried out by means of specific projects and a copy of *in situ* management authorizations secured.

Reports shall be made available to the INDEPENDENT RAPPOREUR to help estimate the PERFORMANCE INDICATORS.

These Annual Reports, as well as those of the INDEPENDENT RAPPOREUR, when completed and approved, shall be published on the CONCESSIONAIRE's homepage for public access.

The CONCESSIONAIRE shall submit each year to the *Conselho Consultivo do Parque Estadual Fontes do Ipiranga* - Condepefi - a report of all activities carried out in the previous year and, whenever requested, shall attend regular meetings of this Council.

The request shall occur through notification, at least 10 (ten) working days in advance, by the GRANTING AUTHORITY, either when requested by the Park Management Body, or when requested by members of the said Council, prior to the meeting.

#### **4.4 AS BUILT**

Within 3 (three) months after the completion of services in each of the buildings where interventions, adjustments and maintenance shall take place, the CONCESSIONAIRE shall devise additional project designs and detailing that make all the elements that make up each building exactly "as built" fully comprehensible, which shall make any future intervention easier to carry out. Engineering designs shall contain at least the following for each building:

- i. Location plan;
- ii. General implementation;
- iii. Floor plan;
- iv. Layout plan suggested for the proposed activity;
- v. Roof plant;
- vi. 4 cross section plans;
- vii. 4 level plans;
- viii. Frame specifications;

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- ix. Hydraulic plant (hot and cold water and rainwater);
- x. Hydraulic plant (sewer);
- xi. Electrical plan for circuits and switchboards;
- xii. Electric plan with outlet points/switches;
- xiii. Lighting plan;
- xiv. Lightning protection system (SPDA) plant;
- xv. Other necessary specifications, as appropriate;
- xvi. Flooring and lining plan.

The CONCESSIONAIRE shall follow technical standard NBR 14645-1: Elaboration of “As Built” for Buildings. The work shall consist of a survey of all existing measures, converting information collected into a technical drawing and descriptive memorandum to convey the current conditions of the entire enterprise. This record shall contain the blueprints in electronic format DWG, PDF, and all designs shall be delivered in a physical format, in a size consistent with the scale used, as well as signed and saved in digital media.

## **5. Applicable Standards and Legislation**

This annex presents the rules and legislation applicable to the SET OF SPECIFICATIONS.

### **a. Property security:**

- Law No. 7.102, dated 06/20/83 - Addresses security for financial establishments, establishes rules for the constitution and operation of private companies that operate surveillance and cash transportation services and sets forth additional measures;
- Decree No. 89.056 of 11/24/83 - Regulates Law No. 7.102/83;
- Directive No. 387 of 8/28/06, (DOU 9/1/06) - Regulates, throughout the national territory, activities of private security, armed or unarmed, developed by specialized companies, by those that have a head security service and professionals working in them, as well as regulating the inspection of financial institutions' security plans;

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- Directive No. 891 of 12/12/99, (DOU 8/13/99) - Institutes and approves the model of the National Security Guard Card and its respective application form, establishes rules and procedures for its concession and sets forth additional measures;
- NR-18 (Directive 4 of July 4, 1995) - Institutes employers' responsibilities for performing services with regard to the use of PPE (personal protective equipment) and CPEs (collective protective equipment) required for Occupational Safety;
- Technical Instruction no. 17, the State of São Paulo's Military Fire Brigade.

**b. Cleaning:**

- Federal Law 12.305 of August 2, 2010 - Institutes the National Solid Waste Policy.
- Federal Decree no. 3.179/99 - Addresses specifications of sanctions applicable to conducts and activities that are hazardous to the environment, and establishes other measures.
- Federal Decree no. 96.044/88 - Approves the regulation of the Road Transport of Dangerous products and establishes other measures.
- CONAMA Resolution no. 05/93 – Addresses the management of solid waste generated at ports, airports, rail and road terminals.
- CONAMA Resolution no. 237/97 - Provides for the review and complementation of the procedures and criteria used for environmental licensing.
- CONAMA Resolution no. 257/99 - Establishes mandatory procedures for environmentally appropriate reuse, recycling, treatment or final disposal of batteries containing lead, cadmium, mercury and their compounds.
- CONAMA Resolution no. 258/99 - Determines that tire manufacturers and importers are obliged to collect and provide an environmentally suitable final disposal to unserviceable tires. CONAMA Resolution no. 263/99 - Amends Article 6 of Resolution No. 257/99.

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- CONAMA Resolution no. 275/01 - Establishes the color code for different types of waste to be introduced in the identification of collectors and transporters, as well as in information campaigns for selective waste collection.
- CONAMA Resolution no. 283/01 - Provides for the treatment and final destination of waste from health services. CONAMA Resolution no. 307/02 - Establishes guidelines, criteria and procedures for the management of construction waste.
- CONAMA Resolution no. 313/02 - Provides for the National Inventory of Industrial Solid Waste. CONAMA Resolution no. 316/02 - Provides for procedures and criteria for the operation of thermal waste treatment systems.
- CONAMA Resolution no. 358/05 - Provides for the treatment and final disposal of waste from health services and other measures.
- CONAMA Resolution no. 362/05 - Provides for the collection, collection and disposal of used or contaminated lubricating oil.
- RDC 306/2004 - Anvisa and updates;
- RDC 15/2012 - Anvisa;
- NBR 10157/87 - Sets the minimum conditions required for the design and operation of hazardous waste landfills in order to adequately protect nearby surface and underground water collections, as well as operators of these facilities and neighboring populations.
- NBR 11174/90 - Sets the conditions required to obtain the minimum conditions necessary for the storage of Class II A waste - non-inert and Class II B - inert, in order to protect public health and the environment.
- NBR 11175/90 - Sets the required performance conditions of the equipment for the incineration of hazardous waste, except for those ranked this way solely due to pathogenicity or flammability.
- NBR 12235/92 - Sets the conditions required for the storage of solid hazardous waste in order to protect public health and the environment.

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- NBR 12807/93 - Defines terms used in regard to health service waste.
- NBR 12809/93 - Fixes required procedures to guarantee hygiene and safety conditions in the internal processing of infectious waste, both special and common, in health services.
- NBR 13221/94 - Land transport of waste. NBR 13463/95 - Classifies the collection of solid urban waste from the equipment destined for this collection, from the types of work system, the conditioning of this waste and from transshipment stations.
- NBR 13896/97 - Establishes minimum conditions required for the design, implementation and operation of non-hazardous waste landfills, in order to adequately protect nearby surface and underground water collections, as well as operators of these facilities and neighboring populations.
- NBR 9191/02 - Sets the requirements and test methods for plastic bags intended exclusively for packaging waste for collection.
- NBR 7500/03 - Identification for land transport, handling, movement and storage of products.
- NBR 10004/04 - Solid Waste - Classification. NBR 10005/04 - Procedure for obtaining leachate extract from solid waste. NBR 10006/04 - Procedure for obtaining solubilized extract from solid waste.
- NBR 10007/04 - Sampling of solid waste.
- NBR 7501/05 - Defines the terms used in the land transportation of dangerous products.
- NBR 7503/05 - Specifies the requirements and dimensions for drawing up the emergency form and the envelope for the land transport of dangerous products, as well as instructions for filling out the form and the envelope.
- ABNT - NBR 1810, NBR 1807 AND NBR 1809: Provides for techniques and procedures for the collection of health service waste. Provides for the sanitary control of the trade of drugs, medications, pharmaceutical supplies, and related items, and makes other provisions;
- Directive No. 2616: 12/05/1998, of the Ministry of Health, Manual of Procedure for Articles and Surfaces in Health Establishments of the Ministry of Health 1994;

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- Ministry of Health Hospital Infection Control Manual 1985 and all applicable municipal, state and federal laws. Provides for cleaning techniques and solutions to be used in activities carried out to perform Hospital Cleaning services;
- MTE Directive No. 485 - November 11, 2005: Provides for the use of PPE.
- NR 32: Provides the implementation of safety and health protection measures for professionals and workers who are directly or indirectly connected to health services. It takes into account all types of risks to which these workers are exposed.
- Law No. 6673 of July 4, 1994 - establishes rules to ensure the quality of water stored in reservoirs of different institutions and sets forth additional measures.
- Decree 2657/1998 - Enacts ILO Convention No. 170 on Safety in the Use of Chemicals at Work, signed in Geneva on 25 June 1990.
- NBR 14725 - Chemical products - Information on safety, health and the environment Part 1: Terminology
- Law No. 10.770 - From November 8, 1989 - Provides for cleaning and conservation of water tanks and reservoirs in the Municipality of São Paulo
- MINTER Directive no. 53/79 - Provides for the destination and treatment of waste.
- INMETRO Directive no. 221/91 - Approves technical regulation "inspection of equipment intended for the transport of dangerous products in bulk not included in other regulations".

**c. Maintenance:**

- NBR 5410: Low Voltage Electrical Installations
- NBR 14725 - Chemical products - Information on safety, health and the environment.
- NR 05: Internal Accident Prevention Commission
- NR nº 06: Personal Protective Equipment
- NR 08: Buildings



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- NR 10: Security in Electricity Installations and Services
- NR 11: Transport, handling, storage and material handling
- NR 12: Safety at Work in Machinery and Equipment
- NR 21: Open Air Work
- NR 23: Fire Protection
- NR24: Sanitary and Comfort Conditions in the Workplace
- NR 26: Signaling and Safety
- NR 35 • Overhead work certificates
- GM Directive No. 485 of November 11, 2005
- GM Directive No. 939 of November 18, 2008
- GM Directive No. 1.748 of August 30, 2011
- RE no. 09: Reference Standards for Indoor Air Quality in Artificially Climatized Environments for Public and Collective Use.
- Directive No. 518: Reference Water Quality Standards - in 2017, the Ministry of Health revoked Directive 2.914 and created the SUS Code that covers the normative content of the former Directive. It is currently incorporated by PRC (Consolidation Directive) No. 5, in Annex XX.
- NR 26 • Installation of signs in accordance with the standard
- NR 33 Certificates for work training programs in confined spaces
- Law no. 6938/81 • Environmental licensing with the competent environmental agencies for the analysis of water drinkability.
- Directive No. 486, of December 8, 2010 - Approves the review of Compliance Assessment Requirements for Fire Extinguishers.

**d. Infrastructure and Accessibility Standards:**

- NBR 15575 - part 05 - requirements for roofing systems

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- NBR 13753 - internal or external floor covering with ceramic plates and using adhesive mortar
  - NBR 8214 - laying tiles
  - NBR 13245 - execution of paintings in non-industrial buildings
  - NBR 15930 - wooden doors for buildings
  - NBR 10821 - frames for buildings
  - NBR 5410 - low voltage electrical installations
  - NBR 5626 - cold water building installations
  - NBR 8160 - building sanitary sewer system
  - NBR 6118 - concrete structure design
  - NBR 15961 - structural masonry
  - NBR 15520 - thermal performance of buildings
  - NBR 15575 - performance of residential buildings
  - NBR 025 - sewer collection network projects
  - NBR 027 - sewer treatment plants
  - NBR 217 - building sewer branch
  - NBR 181 - building extension and water, consumer water connection point and water meter
  - NBR 062 - sanitary sewer system design
  - NBR 026 - trunk collectors, interceptors and outfalls by gravity
  - State Decree – 56.819
  - Technical Instructions for the State of São Paulo
  - NBR 16537 - accessibility – floor signage - guidelines for project design and installation
  - NBR 9050 - accessibility to building furnishings
- e. **Federal Legislation Relating to the Management and Activities of the São Paulo Zoo, Zoo Safari and Farm**

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- Forest Code - Law no. 12.651/12
- National System of Conservation Units (NSCU) - Law 9.985/2000
- Accessibility - Decree 5.296/04
- Law No. 13.425, of 03/30/2017
- Accessibility ABNT - NBR 9050
- Emergency exits in ABNT buildings - NBR 9077
- National Policy for Conservation and Rational Use of Energy - Decree 4059/01 and Law no 10.295/01
- Technical Regulation on the Quality of the Energy Efficiency Level of Commercial, Service and Public Buildings (INMETRO) - Directive 163/09
- Regulation for Conformity Assessment of the Energy Efficiency Level of Commercial, Service and Public Buildings (INMETRO) - Directive 185/09
- Complementary Law No. 140 of December 8, 2011
- Law No. 7.173 of December 14, 1983
- Ibama Directive No. 93 of July 7, 1998
- CONAMA no. 487 OF 15 MAY 2018
- CONAMA Resolution No. 489, of October 26, 2018
- NR - Regulatory Standards
- NR. 01 - General Provisions
- NR. 4 - Specialized Services in Safety Engineering and Occupational Medicine
- NR. 5 - Internal Accident Prevention Commission
- NR. 07 - Occupational health medical control program.
- NR. 9 - Environmental Risk Prevention Programs
- NR. 10 - Security in Installations and Services in Electricity
- NR. 12 - Safety at Work in Machinery and Equipment

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- NR. 23 - Fire Protection
  - NR. 24 - Sanitary and Comfort Conditions in the Workplaces
  - NR. 31 - Safety and Health at Work in Agriculture, Livestock, Forestry and Aquaculture
  - Directive No. 3233 of 10/12/12 - DG/DPF - MJ
  - Law No. 6673 of July 4, 1994
  - Decree No. 2.657 of 7/3/1998. Federal Standard - Published in the DO on 07/06/1998
  - NBR 14725 - Chemical products
  - NBR 12.810
  - NBR 12.980
  - NBR 13.221
  - NBR 13.332
  - NBR 13.463
  - NBR 14.619
  - CONAMA Resolution 275/01
  - CONAMA Resolution 237/97
  - Normative Instruction 6/2013
  - Federal Law no. 12305/10
  - NBR 5410
  - Resolution no. 9 of January 16, 2003, of the National Health Surveillance Agency - ANVISA
  - Annex XX of Consolidation Directive no. 5 (Origin - Directive No. 2.914/2011) - Ministry of Health
- f. State Legislation/SP Pertaining to the Management and Activities of the São Paulo Zoo, Zoo Safari and Farm**
- State Constitution, October 5, 1989
  - State Law No. 9,509 of March 20, 1997

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- RESOLUTION 73/2008
- SMA RESOLUTION 92/2014
- SMA RESOLUTION 93/2014
- Management Plan for the State Park Ipiranga Springs
- Council for the Defense of the Historical, Archaeological, Artistic and Tourist Heritage of the State of São Paulo (CONDEPHAAT) - Heritage Listing Resolution SC 103/2018
- Fire Safety Regulation - Decree 56.819/11 and Law no. 684/1975
- Measures to reduce consumption and rationalize water use - Decree 48.138/03
- São Paulo State Fire Department Technical Instructions
- Municipal Legislation/SP Pertaining to the Management and Activities of the São Paulo Zoo, Zoo Safari and Farm
- Strategic Master Plan (SMP) - Law no. 16.050/14
- Land Installment, Use and Occupation Law – Law no. 1.402/16
- Municipal Plan for the Atlantic Forest (MPAF) – Law no. 11.428/06
- Municipal Council for the Preservation of Historical, Cultural and Environmental Patrimony of the City of São Paulo (CONPRESP) - Heritage Listing resolution no. 40
- Works and buildings Code - Law 16.642 and amendments to Laws 15.150 and 15.764

**g. Legislation pertaining to the Management and Activities of the São Paulo Botanic Garden**

- State Constitution, October 5, 1989
- State Law No. 9.509 of March 20, 1997
- State Complementary Law No. 1,049 of June 19, 2008
- State Law No. 16,050 of July 31, 2014
- State Decree No. 43.342 of July 22, 1998
- State Decree No. 52.281 of August 12, 1969

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- State Decree No. 52.459 of December 10, 2007
- State Decree No. 55.165 of December 14, 2009
- State Decree No. 56.569 of December 22, 2010
- State Decree No. 62.817 of September 4, 2017
- CONAMA Resolution No. 339 of September 25, 2003
- SMA Resolution No. 068 of September 19, 2008
- SMA Resolution No. 43 of May 31, 2017
- IBt Directive 06 of 2011
- Directive IBt 018/2013 of December 9, 2013
- Directive IBt/012/2014 published in DO on 8/21/2014
- Directive IBT 08 of June 30, 2016
- Consema Resolution No. 24 of April 23, 2008
- Forest Code - Law 12.651/12
- National System of Conservation Units (NSCU) – Law no. 9.985/2000
- Accessibility - Decree 5.296/04
- Accessibility ABNT - NBR 9050
- Emergency exits in ABNT buildings - NBR 9077
- National Policy for Conservation and Rational Use of Energy - Decree 4059/01 and Law 10.295/01
- Technical Regulation on the Quality of the Energy Efficiency Level of Commercial, Service and Public Buildings (INMETRO) - Directive 163/09
- Regulation for Conformity Assessment of the Energy Efficiency Level of Commercial, Service and Public Buildings (INMETRO) - Directive 185/09
- Council for the Defense of the Historical, Archaeological, Artistic and Tourist Heritage of the State of São Paulo (CONDEPHAAT) - Heritage Pisting Resolution SC 103/2018



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- Fire Safety Regulation - Decree 56.819/11 and Law 684/1975
- Measures to reduce consumption and rationalize water use - Decree 48.138/03
- São Paulo State Fire Department Technical Instructions
- Land Installment, Use and Occupation Law - Law 1.402/16
- Municipal Plan for the Atlantic Forest (MPAF) - Law 11.428/06
- Municipal Council for the Preservation of Historical, Cultural and Environmental Heritage of the City of São Paulo (CONPRESP) - Heritage Listing resolution no. 40
- Construction works and building Codes - Law 16.642 and amendments to Laws 15.150 and 15.764