



**BRAZILIAN NAVY
BRAZILIAN NAVAL COMMISSION IN WASHINGTON**

ANNEX A

TERMS OF REFERENCE

Bidding Process n° 03/2024

ONLINE REVERSE BID AUCTION

PROCESSO N° 63150.000406/2024-74

**Annexes: Appendix I - Measurement Instrument for Results (MIR); and
Appendix II - Technical Visit Form.**

1. GENERAL CONDITIONS

1.1 The object regarding this process is the hiring of qualified company to provide janitorial and relates services, to be carried out with exclusive staff allocation, according to the conditions and requirements established in this document.

Item	Specifications	Staff	Area (m ²)	Estimated monthly value USD	Annual value USD
1	Cleaning and janitorial services	1 Person	1200	\$ 4,350.00	\$ 52,200.00

1.2 The service object of this contract is considered a common good, since performance and quality standards can be objectively defined in this Terms of Reference and in the Notice, through usual market specifications, in accordance with local characteristics, as established in Portaria GM-MD No. 5,175, of December 15, 2021.

1.3 The term of validity of the contract is 12 months, from the date of signature of the contract, in accordance with Article 55 of Portaria GM-MD No. 5,175, of December 15, 2021, and may be extended for up to 5 years, upon interest of the Administration.

1.4 The contract contains more detailed provisions regarding the rules that will apply to the validity of the contracting.

2. LEGAL GROUNDS AND DESCRIPTION OF THE CONTRACT NECESSITY

2.1 The Legal Grounds for such contracting and its description are detailed in a specific topic of the Preliminary Technical Studies.

2.2 The contracting is based on § 1, Article 4, Annex I of GM-MD Ordinance No. 5,175/2021.

3. HIRING REQUIREMENTS

Sustainability

3.1 This acquisition must be informed by the criteria of environmental sustainability, based on Law n° 12.187/2009, combined with the international commitments assumed by the Brazilian government, so that the winner of the bid, if possible, prioritizes recycled and recyclable products compatible with standards of socially and environmentally sustainable consumption.

3.1.1 The **SELLER** shall adopt good practices for resource optimization/waste reduction/less pollution, such as:

- a) Rationalization of the use of potentially toxic/polluting substances;
- b) Substitution of toxic substances with non-toxic or less toxic ones; and
- c) Rationalization/economy in the consumption of electricity and water.

Subcontracting

3.2 Partial Subcontracting is allowed; however, the **SELLER** shall remain responsible for the performance of the Contract.

3.2.1 Sub-Sellers must be legally established companies. However, the **SELLER** is fully responsible for the conduct and performance of its Sub-Sellers, including any irregularity committed by them,

any breach of the Contract, illegalities, and negligence.

Hiring Guarantee

3.3 There will be no requirement for a contract guarantee because, with regard to the execution of the contract, there are no risks for the BUYER, as payment to the SELLER will occur after the effective delivery of the goods/provision of the service.

Technical Visit

3.4 Different dates and times will be made available to those interested in conducting the Technical Visit.

3.5 For the Technical Visit, the legal representative of the company or the technical responsible party must be properly identified, presenting a civil identity document and a document issued by the company proving their authorization to conduct the visit.

3.6 Failure to conduct the visit shall not serve as a basis for subsequent claims of unfamiliarity with the facilities, doubts, or forgetting any details of the service locations, with the contractor assuming the burden of the resulting services.

4. SERVICE EXECUTION

Execution conditions

4.1 The execution of the object will follow the following dynamics:

- I- Internal area is considered: First floor, second floor, basement, and garage.
- II - External area is considered: Front and exterior part.
- III Start of services: from the contract signing.

4.1.2 Detailed description of the methods, routines, stages, technologies, procedures, frequency, and periodicity of service to be provided:

Cleaning and maintenance services to be performed DAILY

first / second floor, basement, and garage, which include: main entrance, reception, offices, living room, conference room, cafeteria, auditorium, and gym.

- a) Remove dust from cabinets, files, shelves, blinds, window frames, as well as other existing furniture, including electrical appliances, fire extinguishers, etc., with a damp cloth;
- b) Empty all trash containers, removing them to a collection point;
- c) Vacuum clean the carpet (in case of events);
- d) Clean the coffee space located in the President's Office;
- e) Clean water coolers and replace water jugs for water dispensers as needed;
- f) Thoroughly dust all horizontal surfaces, including desktops, files, windows, chairs, tables, frames, and all types of furniture;
- g) Wipe all horizontal surfaces with a damp cloth to remove coffee stains and splashes;
- h) Clean frames and boards;
- i) Wipe all computers and monitors with a damp cloth;
- j) Dust all artwork;

- k) Clean artificial flowers;
- l) Clean phones;
- m) Dust floors;
- n) Clean main entrance and glass fingerprints;
- o) Clean partition walls;
- p) Inspect and collect, as necessary, entrance building trash;
- q) Clean inside and outside of the elevator;
- r) Clean and shine gym mirrors;
- s) Clean gym equipment with a damp cloth; and
- t) Clean entrance doors and glass.

Bathrooms

- a) Empty toilet paper containers and clean with disinfectant;
- b) Empty trash containers and clean them;
- c) Clean and shine mirrors;
- d) Clean cabinets;
- e) Sanitize toilets inside and out;
- f) Clean toilet seats on both sides with disinfectant;
- g) Clean and sanitize the toilet bowl;
- h) Dust and clean mirrors;
- i) Remove water splash marks around the sink;
- j) Clean bathroom floor with disinfectant; and
- k) Replenish toilet paper and liquid soap as needed.

Kitchen

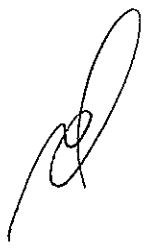
- a) Wash and store kitchen and President's pantry dishes;
- b) Empty all trash containers twice a day or as needed, taking the trash to a collection point;
- c) Separate common waste from recyclable waste in proper containers;
- d) Dust floors and clean with specific products;
- e) Clean tables and chairs;
- f) Clean walls near trash containers, trash cans;
- g) Clean trash containers with disinfectant;
- h) Clean drinking water refrigerator inside and outside;
- i) Clean countertops to remove coffee stains and splashes;
- j) Clean and sanitize the sink;
- k) Clean all appliances;
- l) Clean all microwaves inside and outside;
- m) Clean cabinets and refrigerators inside and outside (Total cleaning will be done weekly); and
- n) Replenish soap dispensers as needed.


External part of the Building

- a) Water the lawn in the front and rear part of BNCW;
- b) Sweep the sidewalk and remove all debris.

Cleaning and maintenance services to be performed WEEKLY

- a) Clean all vertical surfaces of tables, cabinets, files, chairs, tables, and other offices;
- b) Vacuum clean all carpeting thoroughly, taking care of the underside of furniture;





- c) Wipe hard surface floors with a damp cloth, paying special attention to corners and along edges.
- d) Polish floors with specific product;
- e) Clean handrails;
- f) Scrub tiles if dirt accumulates.
- g) Clean all showers and stalls;
- h) Clean all microwaves inside and outside (clean completely/sanitize);
- i) Clean cabinets and refrigerators inside and outside (clean completely/sanitize);
- j) Wash ashtrays located in designated smoking areas;
- k) Sweep the floor;
- l) Clean flat surfaces and remove cobwebs; and
- m) Vacuum all upholstered furniture.

Offices, garage, cafeteria, and conference room

- a) Complete all cleaning of high places not mentioned above
- b) Clean and scrub manually, with a mop or machine on floors that show excessive wear;
- c) Remove fingerprints and marks around light switches and door jambs;
- d) Vacuum all upholstered furniture;
- e) Clean phones using disinfectant;
- f) Clean behind cabinets and files;
- g) Clean leather or plastic covers on seats and chairs with appropriate products;
- h) Clean all leather chairs and sofas with appropriate products;
- i) Clean ceilings, walls, and baseboards;
- j) Clean curtains with appropriate equipment and accessories;
- k) Clean blinds with appropriate products;
- l) Remove wall stains; and
- m) Sweep the garage.

Cleaning and maintenance Services to be Performed SEMIANNUALLY

- a) Wash carpet in reception, corridors, stairs, auditorium, and lounge.

Cleaning and maintenance Services to be Performed ANNUALLY

- a) Clean and wash all external glass surfaces (including windows and upper glass portions at the front of the building).

General Conditions

- a) BNCW must be notified when something requires repair or replacement;
- b) Containers must always be kept clean and odor-free;
- c) Garbage and paper must not accumulate in the corridors;
- d) Trash cans must be kept clean and organized;
- e) The carpet must present a clean, uniform appearance in both open spaces and inaccessible areas, under and around furniture, in corners, and along edges;
- f) Plumbing problems must be reported to the maintenance team for corrective action;
- g) The company must use paper towels for the bathrooms.

Location and Service Hours

4.2 Services will be provided at the following address: 5130 MacArthur BLVD, NW Washington, DC 20016.

4.3 Services will be provided at the following times: Monday to Friday from 7:30 am to 4:00 pm.

Materials to be Provided

4.4 BNCW will provide all necessary supplies for the required work: toilet paper, paper towels, wax, toilet seat covers, germicidal detergent, etc.

4.5 For the perfect execution of services, the SELLER must provide the materials, equipment, tools, and utensils necessary, in estimated quantities and quality compatible with the service execution, promoting their replacement when necessary.

4.6 The following materials must be kept in stock, under the responsibility of the bidder:

- a) Broom and dustpan - 04 units;
- b) Duster - 02 units;
- c) Rubber gloves - 06 units sizes M and G;
- d) Vacuum cleaner - 02 units;
- e) Cleaning material cart - 01 unit;
- f) Cleaning cloths - 20 units;
- g) Plastic buckets - 04 units;
- h) Microfiber dusting towels - 20 units;
- i) Safety goggles - 02 units; and
- j) Respiratory mask - 01 box.

4.7 All equipment must be of adequate size for the offices, and no device should be used if it is harmful to the facilities.

Uniforms

4.8 The uniforms to be provided by the contractor to their employees must be consistent with the activity to be performed in the contracting agency, comprising pieces for all climatic seasons of the year, without any cost transfer to the employee.

4.9 Two (2) complete sets must be delivered to the employee at the beginning of the contract execution, with one (1) complete set of uniform to be replaced every six (6) months, or at any time, within a maximum period of three (3) days, after written communication from the Contractor, whenever they do not meet the minimum presentation conditions.

4.10 Uniforms must be delivered against receipt, the copy of which, duly accompanied by the original for verification, must be sent to the server responsible for contract monitoring.

Transition and Contract Completion Procedures

4.11 Transition and contract completion procedures will not be necessary due to the characteristics of the object.

Service Provision

4.12 The SELLER must provide BNCW with the names of their employees and identification, after contract signing, so that proper accreditation can be carried out for their entry into the Naval Commission."

4.13 The SELLER must notify BNCW in writing, 48 hours in advance, of any necessary employee substitutions;

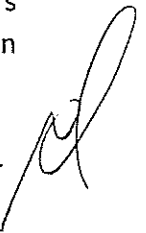
4.14 The SELLER must notify the BUYER of any supervening impediments that may lead to the suspension or interruption of the contracted service;

4.15 The professionals employed by the SELLER to carry out the services must be at least 18 years old;

4.16 The SELLER must replace, within 2 (two) hours, in case of eventual absence such as absences, vacations, and leaves, the employee assigned to the SELLER's service, having previously identified the respective substitute to the Contract Supervisor;

4.17 The provision of services does not create an employment relationship between the SELLER's employees and BNCW, prohibiting any relationship between them that characterizes personalization and direct subordination; and

4.18 The SELLER must provide the name of the company supervisor and contact information, in order to allow BNCW to address any issues during business hours.



5. CONTRACT MANAGEMENT

5.1 The contract must be faithfully executed by the parties, in accordance with the agreed clauses, and each party will be responsible for the consequences of its total or partial non-performance.



5.2 Communication between the agency or entity and the winning bidder must be in writing whenever the act requires such formality, admitting the use of electronic messages for this purpose.

5.3 In case of impediment, stoppage order, or suspension of the contract, the execution schedule will be automatically extended for the corresponding time, with such circumstances being noted by a simple amendment.

5.4 After contract signing or equivalent instrument, the agency or entity may summon the representative of the contracted company for an initial meeting to present the supervision plan, which will contain information about contractual obligations, supervision mechanisms, strategies for object execution, the contractor's complementary execution plan, if any, the method for measuring results, and applicable sanctions, among others.

Contract Supervisor

5.5 The Contract Supervisor shall monitor the execution of the contract to ensure that all conditions established in the contract are met, in order to ensure the best results for the Administration.

5.6 The contract supervisor shall conduct daily, weekly, monthly, semiannual, and annual inspections of the cleanliness and shall record in the contract management history all occurrences related to the execution of the contract, with a description of what is necessary to rectify the deficiencies or defects observed.

5.7 If any inaccuracies or irregularities are identified, the technical contract supervisor shall issue notifications for the correction of the contract execution, determining a deadline for correction.

5.8 The contract supervisor shall promptly inform the contract manager of any situation requiring a decision or the adoption of measures beyond their competence, so that necessary corrective and remedial measures can be taken, if necessary.

5.9 The inspection referred to in this clause does not exclude or reduce the liability of the SELLER, including to third parties, for any irregularity, even if resulting from technical imperfections, latent defects, or the use of inadequate or inferior quality materials, and in the event of such occurrence, does not imply joint responsibility of the Contracting Party or its agents, managers, and supervisors, accordingly.

Contract Manager

5.10 The contract manager will monitor the records made by the contract supervisor of all occurrences related to the execution of the contract/purchase order and the measures taken, informing, if necessary, the authority superior to those that exceed their competence.

5.11 The contract manager shall take measures to formalize an administrative accountability process for the purpose of imposing sanctions, to be conducted by the committee referred to in Article 158 of Law No. 14,133 of 2021, or by the agent or sector competent for such, as the case may be.

5.12 The contract manager must send the relevant documentation to the contracts department for the formalization of settlement and payment procedures, in the amount determined by supervision and management in accordance with the contract terms.

6. MODIFICATIONS

The **SELLER** is required to accept, under the same contractual conditions, the additions or deletions that may be necessary up to the limit of 25% (twenty-five percent) of the updated initial value of the Contract.

7. MEASUREMENT AND PAYMENT CRITERIA

7.1 The evaluation of the execution of the object will use the Measurement Instrument for Results (MIR), as provided for in Appendix I.

7.2 Retention or deduction from payment will be indicated, proportional to the verified irregularity, without prejudice to applicable sanctions, if it is found that the **SELLER**:

7.2.1 fails to produce the agreed results,

7.2.2 fails to perform, or does not perform with the required minimum quality, the contracted activities; or

7.2.3 fails to use materials and human resources required for the service execution, or uses them with quality or quantity lower than demanded.

Liquidation

7.3 - In case of errors in the presentation of the invoice or equivalent billing instrument, or circumstances preventing the expense settlement, it will be suspended until the **SELLER** takes corrective measures, resuming after proof of regularization without cost to the contracting party.

Payment Deadline

7.4 Payment will be made by bank transfer, in USD, within 30 days from the receipt of the original Invoice and the following documents:

- a) Original invoice stating the date of issue, contract number, service execution period, bank details for payment, and the amount to be paid in USD; and
- b) Invoices must be sent to BNCW at cnbw.secom@marinha.mil.br and cnbw.services@marinha.mil.br.

7.5 The **BUYER** is tax exempt throughout the country for purchases over USD 500.00. A copy of the tax exemption card can be provided upon request.

Receipt

7.6 Services will be provisionally received within 05 days by the supervisor, upon detailed terms, when compliance with technical and administrative requirements is verified.

7.7 The aforementioned deadline will be counted from the receipt of a billing communication from the contractor with proof of the services provided for the portion to be paid.

7.8 For the purpose of provisional receipt, at the end of each monthly period, the contract supervisor shall assess the results of the execution of the object and, if necessary, the analysis of the performance and quality of the services provided, which may result in the resizing of amounts to be paid to the contractor, recording in a report to be forwarded to the contract manager.

7.9 The **SELLER** is obliged to repair, correct, remove, rebuild, or replace, at its own expense, in whole or in part, the object in which defects, faults, or inaccuracies resulting from the execution or materials used are found, with the supervision not certifying the final and/or only

measurement of services until all possible issues that may be pointed out in the Provisional Receipt are resolved.

7.10 Services will be definitively received within 5 days, counted from the provisional receipt, by the contract supervisor, after verifying the quality and quantity of the service performed.

8. FORM AND CRITERIA FOR SUPPLIER SELECTION AND SUPPLY METHOD

Form of selection and criteria for selecting the winning proposal

8.1 The supplier will be selected by a bidding process through an Online Reverse Bid Auction, adopting the lowest price judgment criteria.

Qualification Requirements

8.2 Legal Qualification

- a) Identity Card and complete identification of the bidder, with the respective title of its representative, complete address, e-mails, and telephone numbers for contact;
- b) Copy of the company's articles of incorporation if available, business license or permit and certificates of registration if available;
- c) Government-issued authorization document for the exercise of the bid object (sales tax permit or resale certificate);
- d) Company tax identification number (TIN) and tax clearance certificate;
- e) Certificate of good standing and certificate of liability insurance (proof of insurance).

8.3 Technical Qualification

- a) Proof, provided by the bidder, that it received the documents and that it became aware of all the information for the fulfillment of the obligations object of the bidding;
- b) Letters of recommendation, good performance, or guarantees provided by authorities or entities that regulate the related commercial activity.

8.4 Economic-Financial Qualification

- a) Balance sheet and income statements for the last fiscal year, or equivalent documents, that prove the good financial situation of the company, their replacement by trial balances or provisional balance sheets being prohibited, and may be updated by official indices when closed for more than 3 (three) months from the date of proposal submission;
- b) A declaration that it is not in bankruptcy, in the case of a legal entity, or of asset execution, in the case of an individual.

8.5 All documents must be up to date and valid and may be submitted in original or by copy.

8.6 Expired documents will not be accepted.

9. SUPPLIER REGISTRATION

9.1 Companies participating in bidding process No. 03/2024 must be previously registered as an approved supplier with the BNCW.

9.2 The guidelines for registering suppliers are available on the BNCW's website.

10. CONTRACT VALUE ESTIMATE

10.1 The total estimated cost of the contract is USD 52,200.00 (Fifty-two thousand two hundred US dollars), according to the costs shown in the price comparison tables. The Market Research was carried out through a Request for Quotation to well-known companies in the field of the object of such bidding process, with experience and training to provide the intended service in the local market.

11. BUDGET ALLOCATION

11.1 The expenses to meet this bidding are scheduled in its budget allocation, provided for in the Union budget for the year 2024, in the classification below:

Management/Unit:	00001/70200
UGR/UGE	70200/70200
PTRES:	174672
INTERNAL ACTION:	G483FC101B4

Washington, DC, June 4th, 2024.



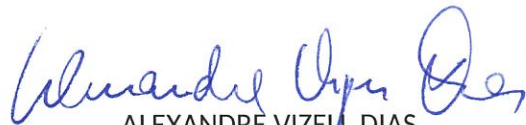
ANTONIO LUIZ DO NASCIMENTO ABREU

CDR - Brazilian Navy

Head of Material and General Services Division

Approved:

Washington, DC, June 4th, 2024.



ALEXANDRE VIZEU DIAS

Captain - Brazilian Navy

President