



Brazilian Naval Commission in Washington
5130 MacArthur Blvd., NW Washington, D.C. 20016-3316
Tel.: (202) 244-3950

Invitation for sealed Bid (IFSB)

Nº 08/2018

**To contract a Contractor to Remodel Bathrooms
in the Brazilian Naval Commission Building.**

IFSB No 08/2018

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Brazilian Naval Commission in Washington
5130 MacArthur Blvd., NW Washington, D.C. 20016-3316
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INVITATION FOR SEALED BID N° 08/2018
(This is not an order)

As authorized by the President of the Brazilian Naval Commission in Washington (BNC), I, CDR Raphael Annechino Marques, President of the Bidding Commission (BC) at the Brazilian Naval Commission in Washington (BNC), with offices at 5130 MacArthur Blvd., NW, Washington, D.C., 20016-3316, hereby announces to the public this Invitation for Sealed Bid (IFSB), the commencement of the process of inviting, receiving, and evaluating the sealed responses to this IFSB, as described herein.

Please read all documents attached to this IFSB, including the Bid Procedures and Contract Terms and Condition to ensure that you will comply with the bidding process. BNC will disregard any proposal that does not follow the requirements in this invitation.

1. **IFSB N° 08/2018**
2. **DATE OF ISSUANCE OF THIS IFSB: OUT/29/2018**
3. **BID MUST BE ADDRESSED TO:** Brazilian Naval Commission in Washington
Attention: President of the Bidding Commission
IFSB N° 08/2018
Email: cnbw.bid@marinha.mil.br
5. **DEADLINE FOR SUBMITTAL OF BIDS:** Bids will be accepted until **NOVEMBER 8/2018**. Proposals must be sent to **cnbw.bid@marinha.mil.br**.
6. **OBJECT: To contract a Contractor to Remodel Bathrooms in the Brazilian Naval Commission Building**, located at 5130 MacArthur Blvd, NW, Washington, DC 20016. The service details are provided in the Annexes A, A1, A2 and A3. 
7. **TECHNICAL VISIT:** Before submitting their Price Proposals, bidders are invited to schedule a technical visit to BNC premises in order to evaluate the conditions and the needs to the service execution.

All proposals must comply with the requirements in this invitation and its Annexes.

Should any questions arise regarding this invitation for bid, please contact Etna Cavalcante at (202) 244-3950, ext. 341 or email to **etna@marinha.mil.br** and **ana.garcia@marinha.mil.br**.

BID SUBMISSION PROCEDURES

IFSB Nº. 08/2018

SECTION 1 – SCHEDULE and BASIC INFORMATION

| STEP | DATE | TIME | EVENT |
|------|----------------|--------------|--|
| 1 | 10/29/18 | 10:00 am | Bid publication and invitation dispatch to companies. |
| 2 | 10/29 by 11/02 | 8:00/03:00pm | Period of Technical Visit at the Brazilian Naval Commission with Mr. Gleisson Silva (phone (202) 2443950, ext. 132, email: gleisson@marinha.mil.br) or CDR Eduardo Rabello (phone (202) 2443950, ext. 120). |
| 3 | 11/08/18 | 11:59pm | Deadline for submitting Bids containing the Qualification and Price Proposal packages. |
| 4 | 11/09/18 | 9:00 am | The BNC's Bidding Commission (BC) opens the email messages containing the Qualification Package. |
| 4 | TBA | | Announcements of the names of the Companies that have been qualified to continue in the Bid process. |
| 5 | TBA | | Last day for disqualified bidders to appeal to Bidding Commission if they want to present any reason for being reconsidered. Two days after step 4. |
| 6 | TBA | | BNC informs results of appeals. |
| 7 | TBA | 9:00am | The Bidding Commission opens the "Price Package" from qualified Bidders only, and proceeds to evaluating the Price Proposal contained therein, with the objective of establishing a final ranking among the qualified Bidders. The winner should be the company with the lowest price, according to Section 5. |
| 8 | TBA | 3:00pm | President of the BNC Bidding Commission announces the name of the winner of the Bid. |
| 9 | TBA | 3:30pm | Last date of appeals. Two days after step 8. |
| 10 | TBA | 3:30pm | BNC informs the results of any appeal. |
| 11 | To be advised | | Signature of the Contract (date of signature by both parties). |

Notice: Any bidder who wants to participate in the opening of the "Qualification" or the "Price Proposal" packages, are required to advise BNC no later than one day in advance.

SECTION 2 – GOVERNING LAW

The present IFSB is in accordance to the Law of the Federative Republic of Brazil and the dispositions herein. Bidders participating in the bidding process initiated by this IFSB agree that:

- (i) The bidding process and any disputes arising hereunder should be governed by the applicable laws, rules and regulations of the Federative Republic of Brazil, and, if further guidance is necessary, by basic principles of the laws of Brazil;
- (ii) The United States District Court of Washington, D.C. should be the court in which any action or proceedings that might arise in connection with the bidding process must be filed and adjudicated; and
- (iii) In the event a contract is entered between BNC and a bidder, the formation and performance of such contract should be governed by the provisions of that contract, including its governing law and provisions.

SECTION 3 – BID PROCEDURES

Bids **must be sent** to email address **cnbw.bid@marinha.mil.br**, to the attention to the President of Bidding Commission. Bid will only be accepted if received no later than **November 8/2018**.

3.3 The bid email should contain two distinct attachments, “**Qualification Package**” and “**Price Proposal Package**”.

3.4 “**QUALIFICATION PACKAGE**” **Content:** To be able to participate on this IFSB, the Bidder must provide the following information or documentation:

- a) Company’s legal name as it should appear on any contract;
- b) Form of business organization with proof of ownership
- c) Basic Business License or any evidence that the company is authorized by a Government to operate;
- d) The legal of business (individual, partnership, corporation, sole);
- e) Company’s Tax Identification Number;
- f) Name and job title of representative ;
- g) Complete contact information and mailing address in the District of Columbia Metropolitan Area.

3.4.1 Bidder are welcome to provide any other information considered necessary for a better evaluation of the company.

3.4.2 All submitted documents must be up-to-date and valid. BNC will not accept any expired documents

3.4.3 Only licensed and insured contractors will be qualified for the service.

3.5 **PRICE PROPOSAL PACKAGE Content:** Bidder must use the “Bidder’s Price Proposal Chart” (Annex C) to submit their prices. The information should be clear with no amendments or erasures. Bidder is requested to sign and date their price proposal.

- 3.5.1 The price must be fixed for the full service. The proposal should include the cost of all service, material, labor, etc., and the values should be discriminated.
- 3.5.2 Remodeling Material: after the inspection, bidders should supply BNC with the information of the material they intend to use in the remodeling, such as tiles, toilets, shower, etc. The information should contain pictures, names, and manufacturer. BNC recommends the supply of high quality material.
- 3.5.3 Work Deadline: The time of completion of the construction will be essential part of the contract. Bidders should present a service plan with their proposals, and work must be done within 30 days.
- 3.5.4 Insurance/Warranties: By signing and submitting a bid under this solicitation, the Bidder certifies that if awarded the contract, it will have the insurance coverage at the time the work commences. Additionally, it will maintain these during the entire term of the contract. The Contractor should guarantee all work under this contract for a period of one (1) year from the date of completion.
- 3.5.5 The Price Proposals should be valid for at least ninety-day period (90) from November 8.
- 3.6 Draft Contract (Annex B): BNC encourages bidders to carefully read draft contract in Annex B before submitting their proposals. Any concern, questions or suggestion regarding the contract MUST be submitted with the "Qualification Package". Bidders may include any minor changes or suggestions in the contract. BNC reserves de right to reject any change or suggestions in the contract if it deems unnecessary.
- 3.7 The Contractor will be responsible for the safety and for the insurance of its personnel.
- 3.8 The selection of the Contractor will be exclusively by the lowest price.

SECTION 4.0 -TECHNICAL VISIT

- 4.1. Interested companies may attend the Technical Visit at the facility to research the facilities and collect all information and conditions necessary for the performance of the work.
- 4.2. The period of Technical Visit at the Brazilian Naval Commission is with 10/29 by 11/02. Please, call Mr. Gleisson Silva (phone (202) 2443950, ext. 132, email: gleisson@marinha.mil.br) or CDR Eduardo Rabello (phone (202) 2443950, ext. 120) to make an appointment.
- 4.3. The technical visit must be made from 8:00 am (EST) at 2:45 pm (EST).
- 4.4. The bidder has the right to not perform a Technical Visit. However, it is recommended that a visit be made because, in any situation, the bidder cannot claim ignorance of the conditions of the BNC facilities.

SECTION 5 – SERVICE REQUIREMENTS

- 5.1 The Contractor that will provide the service must be fully equipped for the labor. BNC will hold no responsibility for supplying any tools, equipment or transportation for the fulfilling of the service.
- 5.2 The Contractor must comply with laws, rules and regulations of the District of Columbia. Services and material must also be under the District of Columbia
- 5.3 The Contractor should coordinate the use of BNC's facilities with the BNC's Project Coordinator during the service. Contractor will schedule a meeting with the Project Coordinator prior the renovation.
- 5.4 **Work Execution:** the Contractor should carry out the following specifications.
- a) Verify all measurements and be responsible for correcting any irregularity.
 - b) Prepare the existing surface for the application of new finishes as required by the applicable product, and as required by the drawings.
 - c) Use a wall-leveling compound as needed.
 - d) Respect the manufacturer's instructions and applicable codes and standards of each material that will be used in the service.
 - e) Coordinate the workflow with the building routine with the Project Coordinator.
 - f) Maintain the service area in a safe condition and as clean as possible.
 - g) Be responsible for the daily clean up and removal of the work debris. All demolished material must legally transported and disposed in licensed landfill facilities. Any disposal fees will be on Contractor's expenses.
 - h) The entire working site must be left clean by the contractor, after the service completion.
- 5.5. **Subcontractors:** the Contractor is responsible for the supervision of its subcontractors, and it will be liable for any damage or accidental occurrence provoked or suffered by subcontractors.
- 5.6 **Work Damages:** Any damaging of existing utilities, equipment or finished surfaces resulting from the performance of the service in the contract should be repaired to the BNC's satisfaction at the Contractor's expense.
- 5.7 **Final Inspection:** at the conclusion of the service, the contractor must walk through the premises with the BNC project coordinator to inspect, and to test the operation of the facilities. If any discrepancy is found, the contractor will be responsible to promptly make the adjustments with no extra cost to the BNC.

SECTION 6 – CONTRACT TERMS AND CONDITIONS:

In the event of the signing of a contract between BNC and the Bidder awarded, such contract should be only and exclusively under the terms and conditions provided in "Annex B" of this IFSB.

SECTION 7 – EVALUATION AND RANKING OF QUALIFIED BIDS

- 7.1 Only qualified Bidders will have their “Price Proposal Package” examined and considered for the bidding process. At this point, the Bidding Commission may require additional information from Bidders. Bidders that decline or fail to respond to additional requests can be disqualified.
- 7.2 The selection of the Contractor will be exclusively by the lowest price.

SECTION 8 – EVENTS PRECEDING EXECUTION OF A CONTRACT

- 8.1 BNC reserves the right to request any additional information or documents it deems necessary from the winner bidder, prior to the execution of the contract. The awarded company may be disqualified if it does not fully meet BNC’s requirements.
- 8.2 Neither the issuance of invitation to a bidder to enter into negotiations, nor the conduction of such negotiations, commits BNC to award a contract to that bidder. Moreover, BNC reserves the right to withdraw, without explanation, from such negotiation at any time. In that event, BNC may invite the next ranked bidder to enter into negotiation for the same contract, or to issue a new IFSB for the same item.
- 8.3 The awarded Bidder must notify the Bidding Commission, before the execution of the contract, of any change that might have occurred that can jeopardize its ability to perform the proposed service, including but not limited to:
 - (i) Filings for insolvency or bankruptcy under applicable Federal or State laws; and
 - (ii) Loss of key management or key personnel.
- 8.4 Failure by the Bidder to meet these conditions stated herein, or if the BNC finds any reason to doubt that the Bidder did not provide accurate information in his Bid, should be cause for the Bidding Commission to suspend negotiations, and to invite the next ranked Bidder.

SECTION 9 – LICENSES

The Seller should be responsible for obtaining any license that may be required to perform the service.

SECTION 10 – PAYMENTS

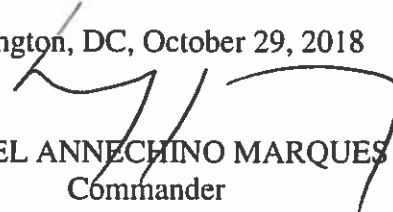
All and any payments originated from the fulfillment of a contracted item shall be made following the schedule established in the contract signed with the winner of this bidding process.

SECTION 11- MISCELLANEOUS PROVISIONS

- 11.1 BNC will only sign a contract after the Brazilian Government approves the budget for the proposed service.
- 11.2 No financial compensation should be paid for any expenses incurred by Bidders for the preparation and submittal of their bids, and the BNC should not pay any expenses incurred by Bidders that enter into contract negotiation for the object of this IFSB.

11.3 All documents submitted by Bidders will be considered of public domain.

Washington, DC, October 29, 2018



RAPHAEL ANNECHINO MARQUES
Commander
President of the Bidding Commission

1. OBJECT SPECIFICATIONS

Contracting of a company of general construction services to build a bathroom renovation for the Brazilian Naval Commission (BNC), located at 5130 MacArthur Blvd. NW, Washington, DC, 20016.

2. DETAILS OF THE SERVICE

2.1. The company will install 4 individual shower boxes, as showed in Appendix A.

2.2. Therefore, the company will provide the following services:

- Install a new door which will close the side hallway;
- Cut hole for new entrance;
- Demolish existing bathrooms (toilets, sinks, shower area, door, wall, tile flooring);
- Remove toilet and existing shower box;
- Cut concrete floor for new shower drains;
- Dispose all trash;
- Plumbing for the new structure as needed;
- Install new shower bases and wall;
- Install new flooring;
- Install new toilet, cabinet and vanity;
- Painting;
- Install five exhaust fans;
- Install lighting on seven compartments;
- Install small shelf in each individual shower boxes; and
- Install hooks to hang clothes in each individual shower boxes.

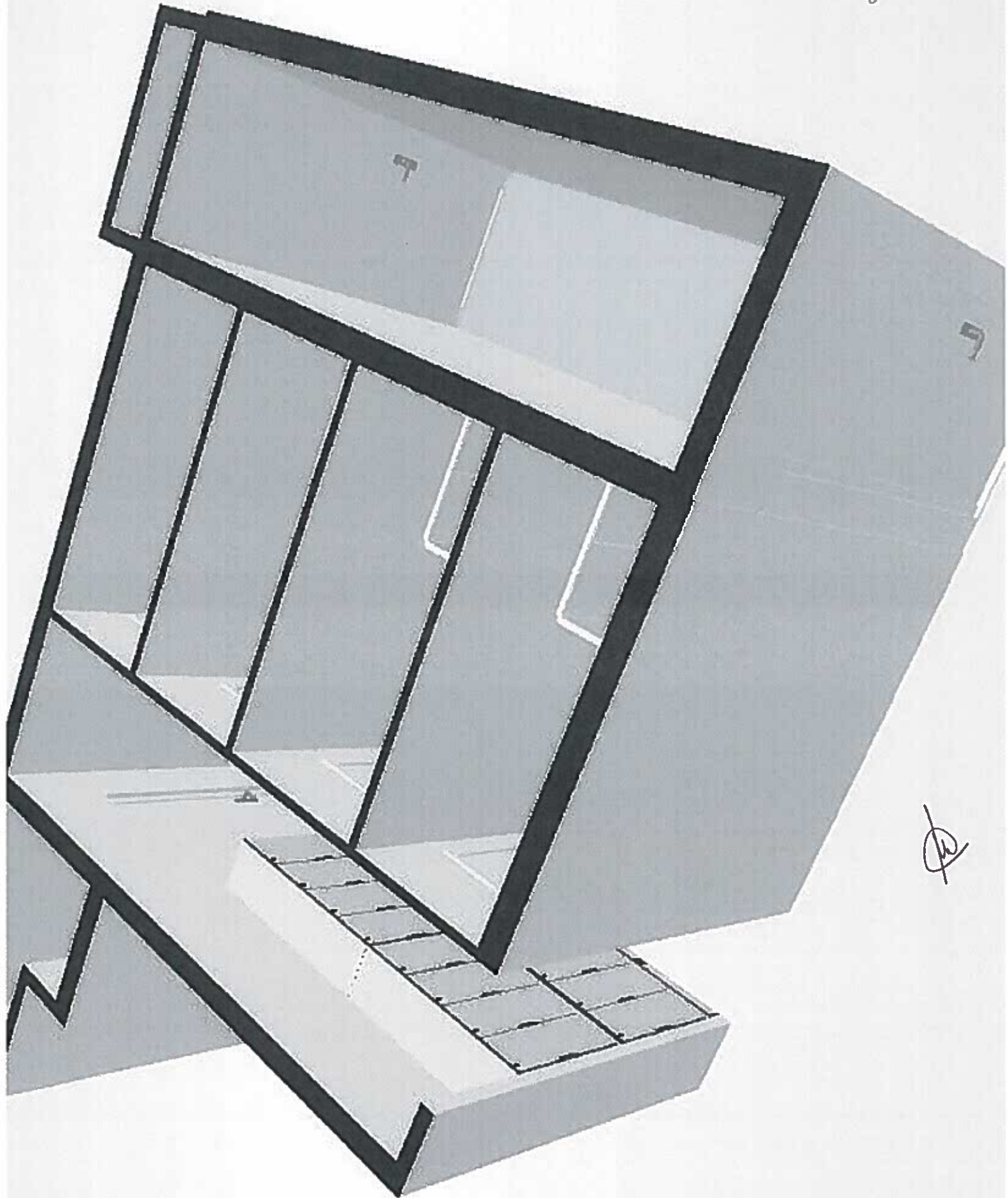
2.3. The company must schedule a technical visit to verify all the service conditions.

2.4. All materials must be provided by the company after BNC's approval.

EDUARDO SALEH RABELLO MOREIRA
Capitão-de-Fragata (FN)
Encarregado da Divisão de Material e Serviços Gerais

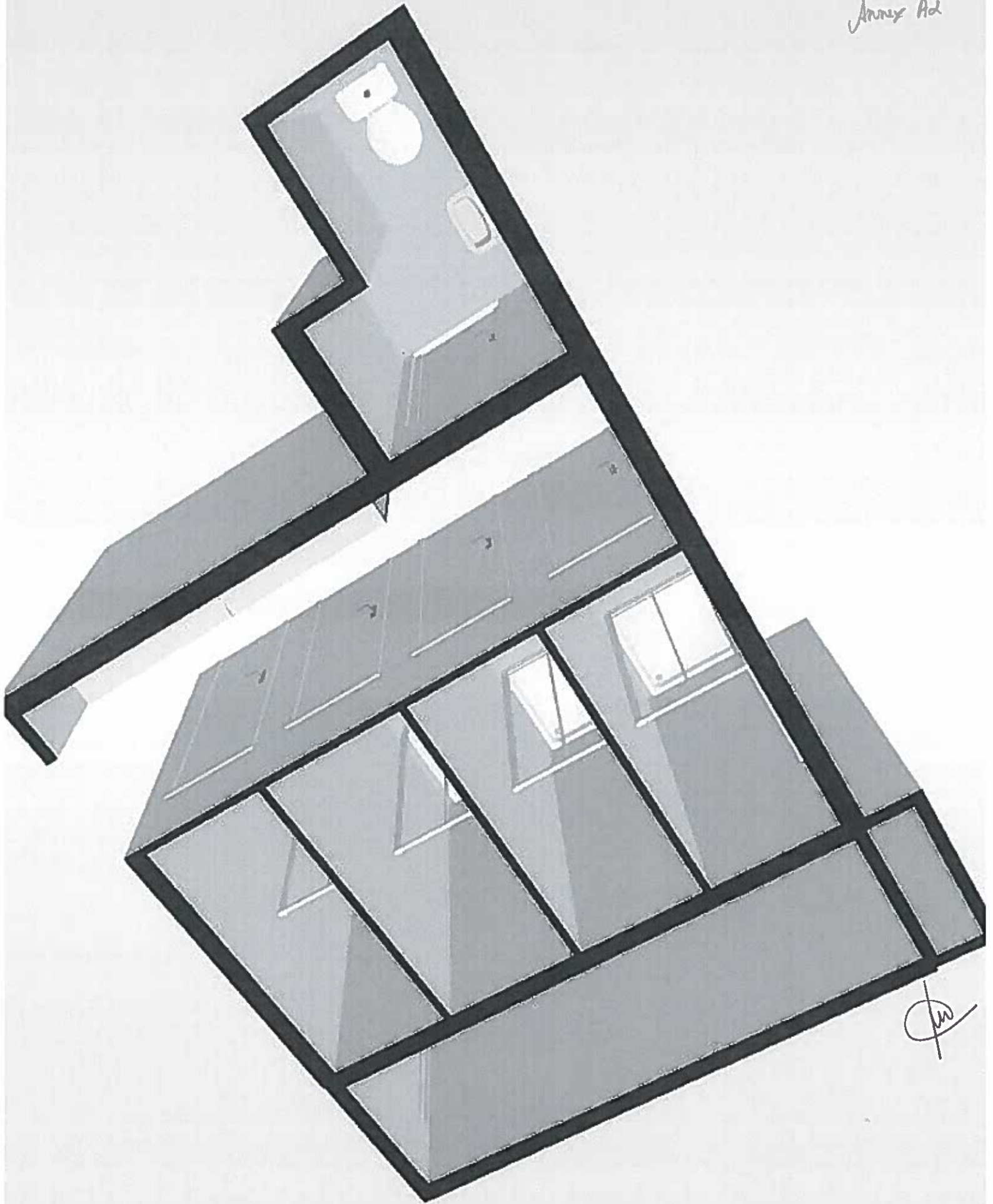


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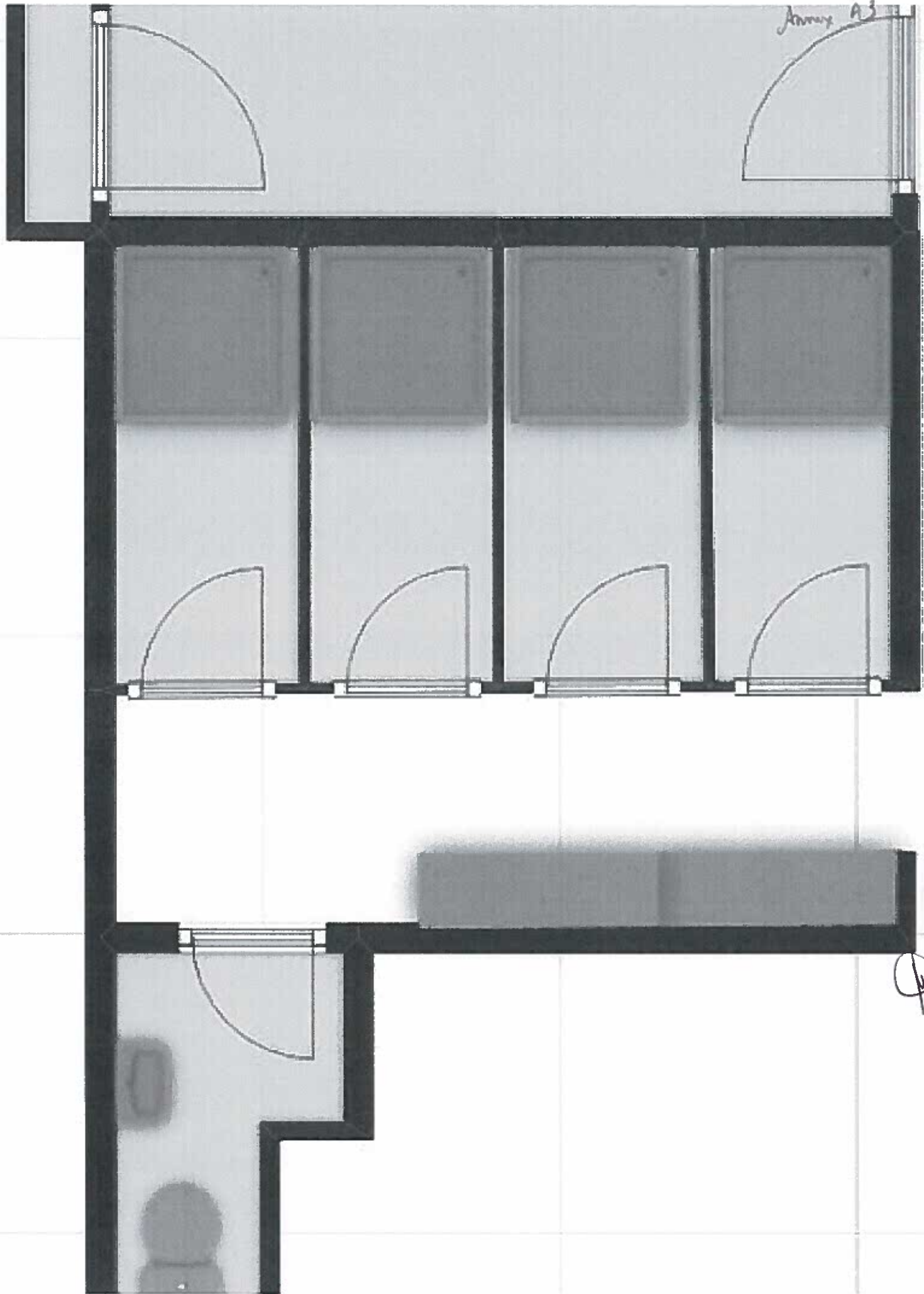
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[Signature]

Annex A3





Brazilian Naval Commission in Washington
5130 MacArthur Blvd., NW Washington, D.C. 20016-3316
Tel.: (202) 244-3950

Contract between

Brazilian Naval Commission in Washington

and

“Contractor”

for a

Remodeling of Bathrooms

Contract n° 70200/18-XX/00

BNC Reference: BID N° 08/2018

Annex B

Clause 2 – Performance of the Services

- 2.1 “Contractor” should coordinate the transit in and out of the building with the BNC’s Project Coordinator for service execution. “Contractor” will schedule a meeting with the Project Coordinator prior the beginning of the renovation for arrangements.
- 2.2 “Contractor” must be fully equipped for the labor. BNC will hold no responsibility for supplying any tools, equipment or transportation for the fulfilling of the service.
- 2.3 “Contractor” must comply with laws, rules and regulations of the District of Columbia. The service and the material to be used for fulfilling this contract must also be under the District of Columbia regulations.
- 2.4 **Object Specification** – installation of 4 individual shower boxes, as shown in Annex A.
- 2.5 **Work Conduct**
- a) Coordinate the workflow with the building routine with the Project Coordinator.
 - b) Respect the manufacturer’s instructions and applicable codes and standards of each material that will be used in the service.
 - c) Maintain the service area in safe conditions.
 - d) Clean up the construction site daily and remove the work debris. Transport and dispose the demolished material to a licensed landfill facility. Any disposal fees will be on Contractor’s expenses.
 - e) The entire working site must be left clean by “Contractor”, after the service completion.
- 2.6 **Work Damages:** Any damage to the building or to existing utilities, equipment or finished surfaces resulting from the performance of the service in this contract should be repaired to BNC’s satisfaction at the “Contractor”’s expense.
- 2.7 **Subcontractors:** “Contractor” is responsible for the supervision of its subcontractors, and it will be liable for any damage or accidental occurrence provoked or suffered by subcontractors.
- 2.8 **Final Inspection:** at the conclusion of the service, “Contractor” must walk through the premises with the BNC project coordinator to inspect, and to test the operation of the facilities. If any discrepancy is found, “Contractor” will be responsible to promptly make the adjustments with no extra cost to the BNC.

Annex B

Clause 3 - Price

The total price of the services under this Contract is \$.\$\$.

Clause 4 – Terms of Payment

4.1 Payment to Seller shall be made NET 30 days.

Clause 5 – Insurance

During the term of this Contract, the Contractor will carry and maintain, in full force and effect, its own General Liability Insurance, Automobile Liability Insurance and Workers Compensation Insurance.

Clause 6 – Disputes

- 9.1 The parties will make good faith efforts to resolve any dispute concerning this contract prior to commencing any litigation.
- 9.2 The Laws of District of Columbia will govern all right, duties and obligations arising from or relating to this contract.

Clause 7 - Termination

BNC may terminate this Contract by written notice addressed to service provider, if:

- a) Service provider fails to comply with any contractual obligation and does not take measures to remedy such default within reasonable time from the receipt of BNC's written notice requesting him to do so.
- b) Service provider fails to make satisfactory progress in the exclusive judgment of the Brazilian Naval Commission.
- c) Brazilian Naval Commission may terminate this contract without cause and, in this case, will promptly pay service provider for the services performed through the effective date of termination.

Clause 8 – Effective Date

- 8.1 This Contract will come into force upon signature by both parties.
- 8.2 The term of this contract is one (1) year, commencing on the date of signature and expiring after 12 months.

Clause 9 - Copies

This Contract is made in two originals: one for the service provider and one for the Brazilian Naval Commission..



Annex B

And, it is hereby agreed that both parties have accepted the provisions of this Contract, which was read and agreed with and signed by Captain _____, President of the Brazilian Naval Commission in Washington, D.C, and Mr/Ms. xxxxxxxxxx, Service Provider, and witnessed by _____, BNC representative.

Washington,D.C,

Brazilian Naval Commission
President
xxxxxxxxxxxx

Witness:

Brazilian Naval Commission
Head of Contracts Division



**TABLE FOR BIDDER'S PRICE PROPOSAL
(Public Bid # 08/2018)**

| | |
|------------------------------------|--------------------------------------|
| Proposal Date: | Company Name: |
| License Number: | Expiration Date: |
| Company Address: | |
| Phone Number: | |
| Name and Job title representative: | |
| Contact Email Representative: | Contact Phone Number Representative: |

| DESCRIPTION | Price |
|-----------------------------|-------|
| Full Demolition | |
| | |
| | |
| Concrete | |
| | |
| | |
| Plumbing | |
| | |
| | |
| Electrical | |
| | |
| | |
| Carpentry | |
| | |
| | |
| Drywall/Framing/Pain | |
| | |
| | |
| Title/Flooring | |
| | |
| | |
| Dispose all trash | |
| | |
| FINAL TOTAL | |

| | |
|---|------------------|
| x | x |
| By (Print ant Title for Authorized Representative) | Signature |

Washington, DC Date: