EMBASSY OF BRAZIL

REQUEST FOR PROPOSAL N. 04/2023

**(Receptionist Services for the Embassy of Brazil)**

The Embassy of Brazil in Washington D.C., represented by the Head of Administration, makes known to all interested companies this Request for Proposal to select, on the basis of the lowest total price, a company to provide receptionist services for the Embassy of Brazil in Washington, D.C. The bidding process that ensues shall comply with pertinent legislation and the provisions of Brazilian Law no. 8666/93. Furthermore, the bidding process that ensues shall follow, whenever applicable, Brazilian regulations pertaining to the “Price Quotation” method of bidding as defined in Article 22 of Brazilian Law no. 8666/93: “Price Quotation is the method of bidding among interested companies registered in the Administrative Unit, or companies that can qualify to be registered three days prior to the deadline for submitting proposals observing the qualification criteria.”

Requests for information and/or additional clarification may be sent in writing to the Administration Office up to three business days prior to the date of the opening of the bid proposals at 3006 Massachusetts Avenue NW, Washington D.C. 20008 or by email to administ.washington@itamaraty.gov.br .

Please find attached all the information that is required to participate in this bidding process. Please include all fees in your Price Quotation Form. Deadline to submit your proposal is by 4 p.m., June 26, 2023.

1. **PURPOSE**
	1. The purpose of this Request for Proposal is to select a company to provide candidates for the Embassy to interview, review and approve as potential temporary staffing placements. These services (Services) shall include the review of Embassy job description(s) for temporary receptionist staffing positions (“Temporary Staffing”) identifying potential candidate(s) that meet the requirements of the job description(s), and screening the candidate(s) before presenting to the Embassy, in accordance with the requirements set forth in the Annex II (Agreement) and the specifications listed in Annex I (Terms of Reference).
2. The Contractor shall perform all Services specified in the Terms of Reference and all other services that can be reasonably inferred as being necessary for carrying out the Services.
	1. In the event that modifications are introduced to this Request for Proposal during the course of the bidding process, an Addendum to that effect will be circulated in writing to all participants before the deadline for submitting requests.
3. **QUALIFICATION**
	1. Each interested company must meet the qualification requirements and provide the documents listed in Items 3.1 and 3.2 of this Request for Proposal, be a registered business in accordance with both federal and District of Columbia laws, and meet all other licensing requirements and conditions established in this Request for Proposal.
	2. Each interested company shall review all legal codes and regulations applicable to the Services (“Legal Requirements”). Each interested company shall be fully responsible, in its investigation and administrative services, for complying with to the requirements imposed by any governmental authority having jurisdiction over the Services.
	3. Each interested company is responsible for ensuring that it has all the information necessary to respond to this Request for Proposal and to independently inform and satisfy itself with respect to any and all information, and any and all site conditions which may, in any way, affect their responses. Interested companies shall immediately notify the Embassy of Brazil (in writing) upon becoming aware of any discrepancy, omission, inconsistency, or ambiguity in the documents or information provided.
	4. By the deadline (date and time) established in Paragraph 6.1 of this Request for Proposal, companies submitting proposals must deliver to the Embassy of Brazil – Administration Office, at 3006 Massachusetts Avenue NW, Washington D.C. 20008 (Tel.: (202) 238-2705 or (202) 238-2795), two sealed envelopes containing—in addition to the commercial and legal names of the company—on the front of each envelope, the following:

Envelope no. 1

Embassy of Brazil in Washington DC

Request for Proposal no. 03/2023

Qualification Documents

Envelope no. 2

Embassy of Brazil in Washington DC

Request for Proposal no. 03/2023

Financial Proposal

* 1. Proposals may be revised through writing amendments delivered to the address indicated in Paragraph 2.4 above on or before closing date and time, but not thereafter.
	2. Envelope no. 1 must contain the documentation as described in Paragraph 3.1 of this Request for proposal.
	3. Envelope no. 2 must contain the financial proposal as described in Paragraph 3.2 of this Request for proposal.
	4. All proposals shall remain irrevocable for a period of 90 (ninety) days from the date when bids are opened.
1. **DOCUMENTATION**
	1. Interested companies must provide the following documents in Envelope no. 1:
2. Proof that the company is authorized to perform the above mentioned services in the District of Columbia;
3. At least two letters of reference from two different clients or organizations for which the company has provided similar services;
4. Proof of insurance coverage with the limits stipulated within the draft agreement or higher:
5. A signed statement from the company’s representative in the format below:

**STATEMENT**

(Name of company), Federal ID n. .............., located at .............., represented by Mr./Mrs. .............., hereby certifies:

1. That, to the best of our knowledge and belief, there are no facts that prevent us from participating in this bidding process, and we acknowledge that we are required to immediately communicate in writing to the Embassy of Brazil any future fact that prevents us from being involved in this bidding process;
2. That our company will be able to maintain its qualification status throughout the bidding process;
3. That we have read and accepted the terms and conditions established in this request for proposal and its annexes.

Washington, D.C. on .............., 2023.

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Name, position, representative’s ID

* 1. Companies must provide the following documentation in Envelope no. 2:
1. A Bid Proposal containing the TOTAL COST to be charged by the bidder, with all amounts expressed in the US dollars, on the company’s letterhead stationery, without amendments ore erasures, including all expenses involved to be incurred by the Embassy, including fees, taxes, rates, transportation, and other applicable charges.
2. The bidder shall be solely responsible for furnishing materials, equipment, tools, and the workmanship necessary to carry out to completion and perfection the services that are the subject of this bidding process, within the limits stated on the draft agreement.
3. The bidder is also responsible for paying any taxes related to the provision of services and materials supplied, as well as all charges related to wages, social security, and insurance.
4. A signed statement that the bid proposal shall be valid for 90 (ninety) days from the date when bids are opened.
5. A statement signed by the bidder to the effect that the Services described in Paragraph 1.1 of this Request for Proposal, and Annex I, Terms of Reference, will be performed as requested.
6. **THE LEGAL REPRESENTATIVE**
	1. Interested companies should appoint one authorized representative, who will be the sole representative permitted to participate in all phases of the bidding process. The designated representative must provide a copy of a formal identification document together with the bid documents to be submitted.
7. **GENERAL INSTRUCTIONS TO INTERESTED COMPANIES**
	1. All costs and expenses incurred by interested companies in the preparation and delivery of their proposal shall be borne solely by each company. The Embassy of Brazil and its advisors shall not be liable to pay any such costs or expenses, or to reimburse or compensate any interested companies in any manner whatsoever, or under any circumstances, including, but not limited to, in the event of rejection of any or all proposals received.
	2. Notwithstanding anything else in this Request for Proposal and notwithstanding any custom of the trade to the contrary, the Embassy of Brazil has the unilateral and exclusive right to change the dates, schedules, deadlines, process, and requirements described in this Request for Proposal; reject any or all of the proposals received pursuant to this Request for Proposal; change the limits and scope of the Request for Proposal; cancel and/or reissue this Request for Proposal at any time, and for whatever reason; abandon this process; or choose not to proceed with it for any reason whatsoever, without being subject to any liability for costs or damages incurred by any interested companies. The Embassy of Brazil is not bound to evaluate or accept any responses to this Request for Proposal.
	3. The Embassy of Brazil reserves the right to request clarification of information received from any and all of the interested companies.

1. **DELIVERY OF DOCUMENTATION**
	1. Envelope no. 1 (qualification documents) and no. 2 (financial proposal) shall be submitted to the Administration Office at the Embassy of Brazil, as indicated in Paragraph 2.4, by 4:00pm of XXXX, 2023. Documents received after the deadline (date and time) will not be considered and will be returned unopened to the interested company.
	2. After a waiting period of 15 (fifteen) minutes, the Embassy’s representative will proceed to open envelope no. 1, containing the documents, as provided for in Paragraph 3.1 of this Request for Proposal. The documents shall be reviewed by the Administration Office and by the appointed representatives of the bidders who are present.
	3. The Embassy’s representative will return envelopes no. 2 of bidders that are deemed unqualified.
	4. Next, envelope no. 2 of qualified bidders will be opened, and the financial proposals will be reviewed by the Administration Office.
	5. The Embassy’s representative may, if necessary, call extraordinary meetings and/or make any changes to the schedule established in this Request for Proposal, which shall be duly communicated to bidders.
2. **CRITERIA FOR SELECTING FINANCIAL PROPOSALS**
	1. For the purpose of selecting the financial proposals, only those presented by qualified bidders that are in accordance with the provisions of this Request for Proposal will be considered.
	2. The contract shall be awarded on the basis of the lowest total price, provided the specified quality and other requirements, as well as the terms and conditions established in this Request for Proposal, are met.
	3. It is within the sole discretion of the Embassy to select the winner, and its decision is final, pursuant to the terms and conditions of this Request for Proposal.
3. **TERMS AND VALIDITY**
	1. The terms and conditions set forth in this Request for Proposal shall govern the contractual relation between the Embassy and the Contractor. Proposals submitted in response to this Request for Proposal shall not contain exclusions or other provisions that may be in conflict with terms and conditions herein established.
4. **LIQUIDATED DAMAGES**
	1. Contractor represents and warrants that:
5. Contractor is experienced and knowledgeable in estimating and bidding of jobs similar to this Service;
6. Contractor has thoroughly and completely inspected the property and reviewed the specifications for the Services and this Contract;
7. The Contract Price reasonably represents Contractor’s actual and expected cost of labor and materials required to perform the Services, plus a reasonable amount for Contractor’s profit and overhead expense;
8. The Contract Price is not the result from an artificially low bid made by the Contractor ever if the Services are not profitable to the Contractor.
	1. Contractor understands and agrees that:
9. Owner has incurred costs and expenses in connection with the bidding and letting of the Contract;
10. Owner will incur additional costs, expenses, and damages should the event Owner be required to re-bid the Services in the event of Contractor’s inability, directly or indirectly, to perform the Services at the agreed Contract Price.
	1. Because it would be extremely difficult to determine Owner’s damage in the event of such re-bidding, Contractor and Owner agree that in the event Owner is required to re-bid the Services as a result of Contractor’s inability to perform the Services during the Term to the agreed Contract Price; Contractor shall pay to Owner as LIQUIDATED DAMAGES, and not as penalty, a sum equal to US$ 5.000,00 (five thousand dollars).
	2. The liquidated damages will be assessed against the value of the subsequent invoice, or additional invoices.
11. **GENERAL PROVISIONS**
	1. The Embassy of Brazil in Washington D.C. reserves the right to revoke, suspend or postpone, as a whole or in part, this bidding process, due to administrative reasons, without the bidders being entitled to request indemnifications of any sort.
	2. At the discretion of the Administration Office, proposals containing minor flaws or omissions that are irrelevant for the purpose of selection and qualification may be admitted.
	3. This Project is tax exempt and the Contractor shall obtain from its subcontractors and suppliers credits for any cost of taxes for any material and equipment that are improperly charged to the Project. The Embassy shall provide the Contractor with the necessary support for such tax exemption upon written request by the Contractor to the Embassy.
	4. The appropriate court in Washington D.C. will be appropriate jurisdiction to resolve any disputes or issues pertaining to this bidding process, with the parties hereby renouncing any other jurisdictions.

Washington D.C. June 9, 2023.

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João Soares Viana Neto

Head of Administration in Washington DC