



BRAZILIAN NAVY

BRAZILIAN NAVAL COMMISSION IN WASHINGTON

ANNEX A

TERMS OF REFERENCE

Bidding Process n° 05/2024

ONLINE REVERSE BID AUCTION

Annexes:

**Annex I - Minimum Requirements for the Health Insurance Plans; and
Annex II - Employee Census.**

NUP: 63150.000493/2024-60

TERMS OF REFERENCE
Bidding Process nº 05/2024
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1. GENERAL CONDITIONS

1.1 Hiring a company to provide health insurance services with a Preferred Provider Organization (PPO), including medical, dental, and ophthalmological coverage for the Local Hired Employees of the Brazilian Naval Commission in Washington (BNCW) and the Brazilian Naval Attaché in the United States of America, as well as Federal employees on assignment at BNCW, according to the table below:

Grupo AL CNBW	Quantidade
Local Hired Employee	06
Local Hired Employee + spouse	04
Local Hired Employee/Federal Employee + dependents	03
Local Hired Employee/Federal Employee + family	10
Total:	23

1.2 The quantity forecasted in the tables above does not imply an obligation to hire, as it is estimated and may vary according to employee turnover.

1.3 The adopted criteria for judgment will be the lowest overall price of the service, observing the requirements contained in the Notice, this Agreement, and the Contract regarding the specifications of the object.

1.4 The service to be provided is characterized as a common service, considering that performance and quality standards can be objectively defined in the Notice, through specifications commonly found in the market, in accordance with item XIII of article 6 of Law 14.133/2021, in line with local peculiarities.

1.5 The duration of the contract is one year, counted from the contract's signing, as per article 105 of Law No. 14.133, 2021, and may be extended for up to 60 months, according to item II, article 55 of GM/MD Ordinance No. 5.175/2021.

1.6 The contract provides further detail on the rules that will be applied regarding the contract's duration.

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.

3. HIRING REQUIREMENTS

Service Provision

3.1 The health insurance service must provide services related to medical, dental, and

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ophthalmological assistance for Local Hired Employees, as well as for Federal Employees on assignment at BNCW.

3.2 It must be possible to change, add, or subtract personnel and their dependents without a waiting period, due to turnover, especially for Federal Employees on assignment for a period of two years.

3.3 The insurance coverage must be provided by a Preferred Provider Organization (PPO) and commence from the date of contract signing with the winning bidder, without a waiting period.

3.4 The proposed plan must offer levels of cost-sharing and allow the use of doctors and hospitals outside the coverage network for an additional cost.

3.5 Eligible participants for health insurance shall include Local Hired Employees of BNCW, Brazilian Naval Attaché in the United States of America, and Federal Employees on assignment at BNCW, as detailed below:

3.5.1 Local Hired Employees of BNCW and Brazilian Naval Attaché in the USA and their dependents (spouses and children up to the age of 26, if a student); and

3.5.2 Civil Servants and their dependents (spouses and children up to the age of 21 or 24 if a student).

Sustainability

3.6 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.

Subcontracting

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

3.7.1 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

3.8 There will be no requirement for a contract guarantee.

4. SERVICE EXECUTION

4.1 The commencement of the object will be carried out from the date of contract signing.

Relevant Information for Proposal

4.2 The health insurance service must meet the minimum requirements listed in Annex I of this Terms of Reference.

4.3 To achieve the global price of the Service, the bidder must consider the census of employees and their dependents, as listed in Annex II of this Terms of Reference.

5. CONTRACT MANAGEMENT

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

5.2 Communications between the agency or entity and the **SELLER** must be made in writing whenever the act requires such formality, with the use of electronic messaging being permitted for this purpose.

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

5.4 After the signing of the contract or equivalent instrument, the agency or entity may convene the representative of the contracted company for an initial meeting to present the supervision plan. This plan will contain information about contractual obligations, monitoring mechanisms, execution strategies, the contractor's complementary execution plan (if applicable), methods for assessing results, applicable sanctions, among others.

Contract Supervision

5.5 The contract execution shall be monitored and supervised by the contract manager(s) or their respective substitutes.

5.6 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.

5.7 The contract supervisor shall record in the contract management history all occurrences related to the execution of the contract, with a description of what is necessary for the regularization of the faults or defects observed.

5.8 If any inaccuracy or irregularity is identified, the technical contract supervisor shall issue notifications for the correction of the contract execution, determining a deadline for correction.

5.9 The contract supervisor shall inform the contract manager, in a timely manner, of any situation requiring a decision or the adoption of measures that exceed their competence, so that necessary corrective measures are taken, if applicable.

5.10 The supervision referred to in this clause does not exclude or reduce the responsibility of the **SELLER**, including towards third parties, for any irregularity, even if resulting from technical imperfections, hidden defects, or the use of inadequate or inferior quality materials, and in the event of such occurrence, does not imply joint responsibility of the **BUYER** or its agents, managers, and supervisors, accordingly.

Contract Manager

5.11 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.

5.12 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 Arti-

cle 158 of Law No. 14,133 of 2021, or by the agent or sector competent for such, as the case may be.

5.13 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

6.1 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

Receipt

7.1 The services will be provisionally received within 5 days by the supervisor, upon detailed terms, when compliance with technical and administrative requirements is verified.

7.2 The timeframe mentioned above shall be counted from the receipt of a billing communication from the **SELLER** with proof of the services provided relating to the portion to be paid.

7.3 The services will be considered as received within 10 days, counted from the certification by the recipient after verification of the quality and quantity of the service performed.

Liquidation

7.4 In case of an error in the presentation of the invoice or equivalent billing instrument, or circumstances preventing the settlement of the expense, it will be suspended until the contractor takes corrective measures, restarting the deadline after proof of regularization of the situation, without cost to the **BUYER**.

Payment Deadline

7.5 Payment will be made by bank transfer, in USD, within 30 days from the receipt of the original Invoice, which should contain: issuance date, contract number, bank details for payment, and the amount to be paid in USD.

7.6 Invoices should be sent to BNCW at cnbw.secom@marinha.mil.br.

7.7 The **BUYER** is exempt from taxes throughout the United States of America for purchases exceeding USD 500.00. A copy of the tax exemption card can be provided upon request.

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 through a BIDDING PROCESS, in the form of an **Online Reverse Bid Auction**, adopting the lowest price judgment criteria.

Qualification Requirements

8.2 For the purpose of qualification, the bidder must prove the following requirements:

Legal Qualification

8.2.1 Identity Card and complete identification of the bidder, with the respective title of its representative, complete address, e-mails, and telephone numbers for contact;

8.2.2 Copy of the company's articles of incorporation if available, business license or permit and certificates of registration if available;

8.2.3 Government-issued authorization document for the exercise of the bid object (sales tax permit or resale certificate)

8.2.4 Certificate of good standing and certificate of liability insurance (proof of insurance); and

8.2.5 Company tax identification number (TIN) and tax clearance certificate.

Technical Qualification

8.2.6 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; and

8.2.7 Letters of recommendation, good performance, or guarantees provided by authorities or entities that regulate the related commercial activity.

Economic-Financial Qualification

8.2.8 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; and

8.2.9 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.

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

8.2.11 In case it is impossible to present any qualification document due to local legislation, an equivalent document must be provided, or a formal justification must be submitted to the contracting authority explaining the reasons for the impossibility.

9. CONTRACT VALUE ESTIMATE

9.1 The total estimated cost of the contract is USD 440,000.00 (four hundred forty thousand 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.

10. BUDGET ALLOCATION

10.1 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:	70200
PTRES:	174672
INTERNAL ACTION:	S43204001B4
Nature of Expense:	339039

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11. SANÇÕES ADMINISTRATIVAS

11.1 As sanções administrativas estão descritas no Contrato.

12. SUPPLIER REGISTRATION

12.1 Companies participating in bidding process No. 05/2024 must be previously registered as an approved supplier with the BNCW.

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

Washington, DC, May 24th, 2024.



ANDRÉ TELIS GOMES

Capitão de Mar e Guerra

Assessor para Assuntos de AMH

PP

LUIZ CARLOS REIS DE LIMA

Capitão de Fragata (FN)

Chefe do Departamento de Obtenção

Approved:

Washington, DC, May 24th, 2024.



ALEXANDRE VIZEU DIAS

Capitão de Mar e Guerra (IM)

Ordenador de Despesa

ANNEX I OF TERMS OF REFERENCE

**BRAZILIAN NAVAL COMMISSION IN WASHINGTON
HEALTH INSURANCE PLAN – TYPE OF PLAN: PPO**

Health insurance services must meet at least the minimum requirements indicated below:

services	In network	Out of Network
Medical Annual and Deductible		
Individual/Family	None	\$1,500 Individual / \$3,000 Family (separate)
Annual Out-Of-Pocket maximum		
Individual/Family	\$1,500 Individual / \$3,000 Family (separate)	\$3,000 Individual / \$6,000 Family (separate)
Preventive services		
Childcare (including exams and immunizations)	No charge	No charge
Adult physical examination (including routine gynecological consultation)	No charge	No charge after deductible
Breast cancer screening	No charge	No charge
Pap smear	No charge	No charge
Prostate cancer screening	No charge	No charge after deductible
Colorectal cancer screening	No charge	No charge after deductible
Primary care and specialist services		
FACILITY FEE - In addition to the medical copayments/coinsurance listed below, if a service is provided on a hospital campus, ADD facility fee if applicable	\$50 per visit	Deductible, so \$150 per visit
Office visits due to illness – PCP	\$10 per visit	Deductible, then \$40 per visit
Visits to the office due to illness – specialist	\$20 per visit	Deductible, then \$40 per visit
Allergy test	\$20 per visit	Deductible, then \$40 per visit
Allergy Shots 6	\$20 per visit	Deductible, then \$40 per visit
Physical, Speech and Occupational Therapy	\$20 per visit	Deductible, then \$40 per visit
Spinal Manipulation	\$20 per visit	Deductible, then \$40 per visit
Urgent and Emergency services		
Convenience care (retail health)	\$10 per visit	Deductible, then \$40 per

clinics such as CVS Minute Clinic or Walgreens Healthcare Clinic)		visit
Urgent Care Center 8 (such as Patient First or Express Care)	\$50 per visit	\$50 per visit
Hospital Emergency Room Services		
Facility	\$100 per visit (waived if admitted)	\$100 per visit (waived if admitted)
Physician	\$20 per visit	\$20 per visit
Ambulance (if medically necessary)	\$20 per service	\$20 per service
Diagnostic Services		
Laboratories		
Non-Hospital/Standalone Facility	\$10 per visit LabCorp only	Deductible, then \$70 per visit
Hospital	\$10 per visit pre- authorization required	Deductible, then \$70 per visit
X-ray		
Non-Hospital/Standalone Facility	\$20 per visit	Deductible, then \$70 per visit
Hospital	\$20 per visit (pre- authorization required)	Deductible, then \$70 per visit
Imaging		
Non-Hospital/Standalone Facility	\$50 per visit	Deductible, then \$100 per visit
Hospital	\$200 per visit (pre- authorization required)	Deductible, then \$250 per visit
Surgery and hospitalization		
Outpatient Surgery (Non-Hospital)		
Facility	\$50 per visit	Deductible, then \$150 per visit
Physician	\$20 per visit	Deductible, then \$40 per visit
Outpatient Surgery (Non-Hospital)		
Facility	\$50 per visit	Deductible, then \$150 per visit
Physician	\$20 per visit	Deductible, then \$40 per visit
Hospital alternatives		
Home Health Care (limited to 90 visits per episode of care)	No charge	Deductible, then \$40 per visit
Hospice (inpatient - limited to 60 days per hospice eligibility period; outpatient - limited to 180 days)	No charge	Deductible, then \$40 per admission

hospice eligibility period)		
Skilled nursing facility (limited to 60 days/ benefit period)	\$20 per admission	Deductible, then \$40 per admission
Maternity		
Prenatal and postnatal preventive consultations	No charge	Deductible, then \$40 per visit
Delivery services and facility fee	\$200 per admission	Deductible, \$300 per admission
Mental health and substance use disorder		
Office visits	\$10 per visit	Deductible, then \$40 per visit
Facility	\$20 per visit	Deductible, then \$40 per visit
Physician	\$20 per visit	Deductible, then \$40 per visit
Facility	\$200 per admission	Deductible, then \$300 per admission
Physician	\$20 per visit	Deductible, then \$40 per visit
Prescription medication		
Annual prescription drug deductible	\$0	
Preventative Medication	No charge	
Oral Chemotherapy and Supplies for Diabetics	No charge	
Generic medicine	30 days \$10; 90-day supply \$20 (maintenance medication only)	
Preferred Brand Medication 13	30 days \$45; 90-day supply \$90 (maintenance medication only)	
Non-Preferred Brand Medications 14	30 days \$65; 90-day supply \$130 (maintenance medication only)	
Preferred Specialty Medication (must be filled through the Exclusive Specialty Pharmacy Network)	Supply for 30 days 50% up to \$100 maximum; 90-day supply 50% up to \$200 maximum (maintenance medication only) Supply for 30 days 50% up to R\$ 150 maximum;	

	90-day supply 50% up to \$300 maximum (maintenance medications only)	
Pediatric Vision — (Through the end of the calendar year in which the dependent turns 19)		
Routine Exam (limited to 1 appointment/benefit period)	No charge	Total charge minus \$40 reimbursement
Frames and contact lenses – pediatric collection only	No charge	Reimbursements apply
eyeglass lenses	No charge	Reimbursements apply
Pediatric Dental - (Through the end of the calendar year in which the dependent turns 19)		
Annual Dental Deductible	\$25	\$50
Class I - Preventive and Diagnostic Services - Exams (2 per year). Cleanings (2 per year), fluoride treatments (2 per year), sealants, bite x-rays (2 per year), full mouth x-rays (one every 3 years)	No charge	20% of the allowed benefit
Class II – Basic Services - Fillings (amalgam or composite), simple extractions, non-surgical periodontics	Deductible, then 20% of the allowed benefit	Deductible, then 40% of the allowed benefit
Class III - Major services - Surgical periodontics, endodontics, oral surgery	Deductible, then 20% of the allowed benefit	Deductible, then 40% of the allowed benefit
Class IV Major Services - Restorative Crowns, Dentures, Inlays and Overlays	Deductible, then 50% of the allowed benefit	Deductible, then 65% of the benefit allowed
Class V Medically Necessary Orthodontic Services	50% of the allowed benefit	65% of the allowed benefit
Vision plan		
In Network or Out of Network		
Routine examination	100% after \$10 copay	
Frames	No copay	
Lenses	Single vision, lined bifocal and lined trifocal lenses - No copay	
Contact lenses	Polycarbonate Lenses for Dependent Children - No Copay	
<i>Paid Reimbursement of U\$ 250 every 12 months</i>		
Dental Plan – Plan pays a maximum of \$1,500 combined		
Preventive care and diagnostics	100%, no deductible	80%, no deductible
Oral exams, cleanings, bite and full mouth x-rays, etc. (limited to non-orthodontic treatment)		

Annual plan annual deductible	\$25 per individual / \$75 per family	\$50 per individual / \$150 per family
Applies to all Services Except Preventive		
Annual Plan Year Maximum Benefit	Plan pays \$1,500 combined maximum	
Basic restorative care	80% of the benefit allowed after deductible	60% of the benefit allowed after deductible
Periodontal maintenance, emergency palliative treatment, amalgam and composite fillings, simple extractions, etc.		
Main restorative care	50% of the benefit allowed after deductible	45% of the benefit allowed after deductible
Crowns, dentures, bridges, periodontal root planning and scaling or surgery, surgical extractions, repairs (crowns), implants, general anesthesia		
Orthodontic Services	Plan pay \$ 1,500 combined maximum	

ANNEX II OF TERMS OF REFERENCE

**BRAZILIAN NAVAL COMMISSION IN WASHINGTON
EMPLOYEE CENSUS**

Due to the sensitivity of the information provided in this spreadsheet, the document will be provided upon request of interested bidders.