



**BRAZILIAN NAVAL COMMISSION IN WASHINGTON**  
5130 MacArthur Blvd. N.W.  
Washington, D.C. 20016-3316

**INVITATION FOR SEALED BID (IFSB)**

**Nº 4/2019**

**FOR THE PROCUREMENT**

**OF**

**HEALTH, DENTAL AND VISION INSURANCE**

~~1/1~~

**IFSB N° 4/2019**

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**INVITATION FOR SEALED BID (IFSB)**

**Nº 4/2019**

**(This is NOT a Purchase Order)**

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

**Please read all documents** of this IFSB, including its attachments, General Dispositions for Insurance Coverage, Bidding Procedures, Requirements and Submittal of Bids and Contract Terms and Conditions to ensure that you comply with the bidding process.

**1. IFSB Nº 4/2019**

**2. IFSB DATE OF ISSUANCE:** May 17<sup>th</sup>, 2019.

**3. OBJECT:** Health, Dental and Vision Insurance for One (1) year of coverage.

**4. BID MUST BE ADDRESSED TO:** Brazilian Naval Commission in Washington  
Attention: President of the Bidding Commission  
IFSB Nº 4/2019  
**Email:** [cnbw.bid@marinha.mil.br](mailto:cnbw.bid@marinha.mil.br)  
Submitted by \_\_\_\_\_

**5. DEADLINE FOR SUBMITTAL FOR BIDS:** the Sealed Bid emails must be received at the specified email address, no later than 11:59 PM EST of May 31/2019. (See Section 1, Step 2).

**6. ADDITIONAL INFORMATION:** Regarding this IFSB, please forward your written inquiry to [etna@marinha.mil.br](mailto:etna@marinha.mil.br) and/or [luciano-gomes.silva@marinha.mil.br](mailto:luciano-gomes.silva@marinha.mil.br).

**7. GENERAL DISPOSITIONS FOR INSURANCE COVERAGE**

7.1 See Appendix "A" Plan Benefits for Health, Dental and Vision insurance coverage.

7.2 See Appendix "B" for the Employee census.

7.3 See Appendix "C" for draft contract;

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- 7.4 See **Appendix “D”** for the current carrier, rates and healthcare risk information.
- 7.5 See **Appendix “E”** for a sample of how prices shall be presented.
- 7.6 The submitted Proposal shall offer different co-pay levels. The Plans must be PPO type, lifetime maximum must be unlimited, deductibles and co-payments must match the benefits described in Appendix “A” “Group Insurance Plan of Benefits”. Small differences in other issues can be considered and analyzed by the BC;
- 7.7 The Brazilian Naval Commission in Washington, as an entity of the Brazilian Government, has among its staff, employees that are in a two-year tour of duty in the United States. For this reason, BNC reserves the right to change, add or subtract personnel from the proposed Contract, without a waiting period for the employees and/or dependents, at the Brazilian Government’s discretion.
- 7.8 **The insurance coverage** shall begin as of the effective date of the contract signed with the winner of the bid anticipated for **July 1<sup>st</sup>, 2019**. Said coverage shall not have a waiting period.
- 7.9 Delivery of Insurance Cards must be complete by **June 25<sup>th</sup>, 2019**.



**BID PROCEDURES**

**SECTION 1 – Bid Schedule and Evaluation**

Steps	Date	Time	Event
1	5/20/2019	3:30pm	Invitation for bid is published.
2	5/31/2019	11:59pm	Last day for submitting Bids containing the “Qualification Documents” and the “Price Proposal”. <b>Bids must be sent to cnbw.bid@marinha.mil.br.</b>
3	6/03/2019	9:00am	BNC's Bidding Commission (BC) opens the bidders' “Qualification Documents” package.
4	6/05/2019	3:00pm	The President of the BC announces the name of the Companies that have been qualified to continue in the Bid process.
5	6/07/2019	4:00pm	Last day for bidders to appeal to BNC on disqualification.
6	6/11/2019	2:00pm	BNC announces appeals results.
7	6/12/2019	9:00am	The BC opens the “Price Proposals” from the qualified Bidders only.
8	6/14/2019	9:00am	President of the BC announces the name of the winner of the Bid.
9	6/18/2019	4:00pm	Last day of appeals of the result by the bidders.
10	6/21/2019	9:00am	BNC informs the results of any appeal.
11	6/21/2019	3:30pm	BNC announces the awarded bidder.
12	6/25/2019	3:00pm	Delivery of Insurance Cards.
13	TBA	TBA	Signing of the Contract.
14	7/01/2019	0:00am	Beginning of the service.

**Note:** Bidders, who want to participate in the bid opening process, should contact BNC at least one day in advance to submittal of bids, as Step 2 on the Bid Schedule table.

## SECTION 2 – Governing Law

The BNC issued this IFSB in accordance to Articles 3 and 123 of the Law nº 8.666/1993 of the Federative Republic of Brazil and the dispositions herein:

- a) The bidding process and any disputes arising there under shall be governed by the applicable laws, rules and regulations of the Federative Republic of Brazil, and, if further guidance is necessary, by principles of the laws of Brazil;
- b) The United States District Court of Washington, DC, shall be the court in which any action or proceedings that might arise in connection with the bidding process must be filed and adjudicated; and
- c) In the event of a contract is entered between the BNC and a Bidder, the formation and performance of the contract shall be governed by the provisions of the contract itself, including the provisions of the laws governing it.

## SECTION 3 – Requirements and Submittal of Bids

- 3.1 All bids must be presented in accordance with the provisions established in this IFSB, including the Bid Procedures and all attachments hereto.
- 3.2 The Bid must contain a complete and accurate response to each instruction, warranties, and covenants included in the IFSB.
- 3.2 This is not an international bid. To participate in this Invitation for Sealed Bid, companies must be located in the United States of America.
- 3.3 BNC will not accept joint proposals of two or more companies.
- 3.4 Proposals shall be submitted in the company's letterhead containing contact information. Proposals must be dated and signed.
- 3.5 Bids must consist of **two different email attachments**:
  - a) **Qualification Documents**; and
  - b) **Price Proposal**.

The bid email, containing the two attachments, must be sent to BNC, as per Step 2 of the Schedule of Section 1 (5/31/2019), to the following address:

Brazilian Naval Commission in Washington  
Attention: President of the Bidding Commission  
IFSB N° 4/2019  
Email: [cnbw.bid@marinha.mil.br](mailto:cnbw.bid@marinha.mil.br)  
Submitted by \_\_\_\_\_



**BNC will not accept bids through any other email address.**

- 3.5.1 In the case of the bidders is unable to provide pricing for a plan with benefits specified in Appendix "A" for the group under Appendix "B", bidders may quote a plan that comes closest to the specifications, bearing in mind that **deductibles and co-pay** levels must match exactly the benefits described in Appendix "A". A detailed description of the Plan quoted shall be submitted with the prices.

**3.5.2 Qualification Documents:**

- a) License to operate as a Broker; and
- b) Copy of Certificate of Incorporation of the Company.

**3.5.3 Price Proposal** must be in USD and firm fixed.

3.6 BNC will not accept bids after the specified date on Step 2 of the Schedule of Section 1 (5/31/2019).

3.7 The Bidding Commission will not accept Bids in the following situations:

- a) Bids fails to provide all required information;
- b) Bids containing incomplete, inaccurate, distorted or potentially misleading information;
- c) Bids presented in a form other than the established in this IFSB, including these Bid procedures and all attachments hereto; and
- d) Bids in any currency other than U.S. dollars.

3.8 The Bidding Commission reserves the right to disqualify, without explanation, any Bid not complying with one or more of the requirements established in this IFSB, in which event, the Bidding Commission shall send to the disqualified Bidder a Notice of Non-Acceptance.

3.9 No additional information to Price Proposals will be accepted after the scheduled date, unless:

- a) Bidding Commission specifically requests additional information that it deems necessary; and
- b) Bidder finds out that the submitted proposal contains inaccurate or misleading information. In this case, the Bidder shall notify BNC of such discrepancy, the Bidding Commission will decide whether to accept the correction. The Bidding Commission reserves the right upon receipt of such notification to disqualify a Bid, in which event the Bidding Commission shall send to the Bidder a Notice of Non-Acceptance.

3.10 **Withdrawal from Bid:** Bids are required to notify BNC in writing if they decide to withdraw from the bid or from contract negotiations any time before signing the contract.

## **SECTION 4 – Price**

All bidders must provide Price Proposals along the lines of Appendix “E”, and using the information contained in Appendices “A” and “B”.

## **SECTION 5 – Evaluation and Ranking of Qualified Bids**

5.1 The Bidding Commission shall open the "Qualification Documents" package, and analyze all documentation concerning adequacy to the requirements. The qualified companies will be carried on to the Step 7 of the Schedule of Section 1 (6/12/2019).

5.2 The Bidding Commission shall examine and compare the prices quoted by all qualified Bidders and will establish a ranking of Bids. The decision criteria will be as follows:

- a) The winner of this Bid will be the bidder that has presented the plan that is most similar to the Plan of Benefits (Appendix “A”) with the **lowest overall price** for health, vision and dental coverage within the plan chosen by the BNC;

- b) If there is a tie in the item a), the winner will be the company offering the **lowest overall price** for the **health** insurance; and
- c) If the tie continues, the BC will proceed with a raffle.

### **SECTION 6 – Events Preceding the Contract**

- 6.1 After inviting the winner of this Bid to enter into contract negotiation for the supply of the object of this IFSB, and prior to the execution of such contract, BNC reserves the right to request any additional information or documents it deems necessary. BNC reserves the right to disqualify the awarded company, if it fails to comply with the requests promptly and fully. In that event, BNC may invite the next ranked Bidder to enter into negotiation for a contract, or BNC will revoke the IFSB and start a new one for the same item.
- 6.2 Prior to the execution of the contract, BNC has the right to appoint one of more representatives to visit the Bidder's offices.
- 6.3 The awarded company must notify the BC of any adverse change on its ability to perform the service object of this invitation for bid prior to the signing of the contract. Such change includes, but not limit to:
  - a) Filings for insolvency of bankruptcy under applicable Federal or State laws; and
  - b) Loss of key management or key personnel.
- 6.4 BNC reserves the right to disqualify the company based on the company's actual status.
- 6.5 Failure by the Bidder to comply with any of the conditions stated herein, or if the BNC finds any reason to doubt that the Bidder did not provide completely accurate information in his Bid, shall be cause for the Bidding Commission to reject that Bid, and to invite the next ranked Bidder to enter into negotiations for the execution of a contract.
- 6.6 A draft contract is attached to this IFSB (Appendix "C"). It is required that the winning company will need to be capable of complying with the terms and conditions in the contract.

### **SECTION 7 – Contract Terms and Conditions**

- 7.1 In the event of the signature of a contract between BNC and the awarded bidder, such contract shall be exclusively under the terms and conditions in the draft contract (Appendix "C"). Any proposition for change in the draft contract shall be included in the "Qualification Documents" package. BNC will evaluate the proposed change, and if it the change is accepted, all other participants of this bid will be advised of the change.
- 7.2 The services of the contract must begin on July 1<sup>st</sup>, 2019.

### **SECTION 8 – Payments**

All and any payments originated from the fulfilling of a contract between BNC and the winner of this bidding process, shall follow the schedule established in the same Contract.



## **SECTION 9 – Supervision**

A BNC's staff member of the Administration Department will routinely supervise the services, and the Contracted Company agrees to instruct its personnel to comply with the instructions.

## **SECTION 10 – Miscellaneous Provisions**

- 10.1 No agreement will be signed until the Brazilian government approves the budget designated for the contract.
- 10.2 No financial compensation shall be paid for any expenses incurred by Bidders for the preparation and submittal of their bids, and the BNC shall not pay any expenses incurred by Bidders that enter into contract negotiation for the object of this IFSB.
- 10.3 All documents submitted by Bidders will be considered as Public Domain.

Washington, D.C., May 17<sup>th</sup>, 2019.



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Raphael Annechino Marques  
Commander, Brazilian Navy  
Bidding Commission President


**INSURANCE PLAN OF BENEFITS  
TYPE OF PLAN: PPO**

- 1 - Regular full-time employees of Brazilian Naval Commission participating in this plan, working a minimum 40 hours per week.  
2 - Wife or Husband; same or opposite sex domestic partner; married and unmarried children to age of 26, Regardless of student status.

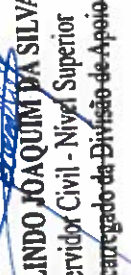
Services	In-Network	Out-Network
<b>Annual Medical and Deductible</b>		
Individual/Family	None	\$1,500 Individual \$3,000 Family (separate)
<b>Annual Out-Of-Pocket maximum</b>		
Individual/Family	\$1,500 Individual \$3,000 Family (separate)	\$3,000 Individual \$6,000 Family (separate)
<b>Preventive services</b>		
Well-Child Care (including exams & immunizations)	No charge	No charge
Adult Physical Examination (including routine GYN visit)	No charge	No charge after deductible
Breast Cancer Screening	No charge	No charge
Pap Test	No charge	No charge
Prostate Cancer Screening	No charge	No charge after deductible
Colorectal Cancer Screening	No charge	No charge after deductible
<b>Primary care and specialist services</b>		
FACILITY CHARGE— In addition to the physician copays coinsurances listed below, if a service is rendered on a hospital campus, ADD facility charge if applicable	\$50 per visit	Deductible, then \$150 per visit
Office Visits for Illness— PCP	\$10 per visit	Deductible, then \$40 per visit
Office Visits for Illness— Specialist	\$20 per visit	Deductible, then \$40 per visit
Allergy Testing	\$20 per visit	Deductible, then \$40 per visit
Allergy Shots	\$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
<b>Immediate and emergency services</b>		
Convenience Care (retail health clinics such as CVS Minute Clinic or Walgreens Healthcare Clinic)	\$10 per visit	Deductible, then \$40 per visit
Urgent Care Centers (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
<b>Diagnostic services</b>		
Labs		
Non-Hospital/Freestanding Facility	\$10 per visit (LabCorp only)	Deductible, then \$70 per visit
Hospital	\$10 per visit (preauthorization required)	Deductible, then \$70 per visit
X-ray		
Non-Hospital/Freestanding Facility	\$20 per visit	Deductible, then \$70 per visit

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Hospital	\$20 per visit (preauthorization required)	Deductible, then \$70 per visit
Imaging		
Non-Hospital Freestanding Facility	\$50 per visit	Deductible, then \$100 per visit
Hospital	\$200 per visit (preauthorization required)	Deductible, then \$250 per visit
<b>Surgery and hospitalization</b>		
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
<b>Hospital alternatives</b>		
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 day hospice eligibility period)	No charge	Deductible, then \$40 per admission
Skilled Nursing Facility (limited to 60 days' benefit period)	\$20 per admission	Deductible, then \$40 per admission
<b>Maternity</b>		
Preventive Prenatal and Postnatal Office Visits	No charge	Deductible, then \$40 per visit
Delivery and Facility Services	\$200 per admission	Deductible, \$300 per admission
<b>Mental health and substance use disorder</b>		
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
<b>Prescription drugs</b>		
Annual Prescription Drug Deductible	\$0	
Preventive Drugs	No charge	
Oral Chemo Drugs and Diabetic Supplies	No charge	
Generic Drugs	30-day supply \$10; 90-day supply \$20 (maintenance drugs only)	
Preferred Brand Drugs <sup>1</sup>	30-day supply \$45; 90-day supply \$90 (maintenance drugs only)	
Non-preferred Brand Drugs <sup>1,4</sup>	30-day supply \$65; 90-day supply \$130 (maintenance drugs only)	
Preferred Specialty Drugs (must be filled through Exclusive Specialty Pharmacy Network)	30-day supply 50% up to \$100 maximum; 90-day supply 50% up to \$200 maximum (maintenance drugs only)	
	30-day supply 50% up to \$150 maximum; 90-day supply 50% up to \$300 maximum (maintenance drugs only)	

  
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<b>Pediatric vision—(Through the end of the calendar year in which the dependent turns 19)</b>		
Routine Exam (limited to 1 visit benefit period)	No charge	Total charge minus \$40 reimbursement
Frames and Contact Lenses— Pediatric Collection Only	No charge	Reimbursements apply
Spectacle Lenses	No charge	Reimbursements apply
<b>Pediatric dental—(Through the end of the calendar year in which the dependent turns 19)</b>		
Annual Dental Deductible	\$25	\$50
Class I Preventative & Diagnostic Services— Exams (2 per year), Cleanings (2 per year), fluoride treatments (2 per year), sealants, bitewing X-rays (2 per year), full mouth X-ray (one every 3 years)	No charge	20% of Allowed Benefit
Class II Basic Services—Fillings (amalgam or composite), simple extractions, non-surgical periodontics	Deductible, then 20% of Allowed Benefit	Deductible, then 40% of Allowed Benefit
Class III Major Services—Surgical periodontics, endodontics, oral surgery	Deductible, then 20% of Allowed Benefit	Deductible, then 40% of Allowed Benefit
Class IV Major Services—Restorative Crowns, dentures, inlays and onlays	Deductible, then 50% of Allowed Benefit	Deductible, then 65% of Allowed Benefit
Class V Medically Necessary Orthodontic Services	50% of Allowed Benefit	65% of Allowed Benefit
<b>Vision plan</b>		
Routine Exam	\$10 copay	Plan pays \$45, you pay balance
Prescription Glasses		
Frames	No copay	Plan pays \$45, you pay balance
Lenses	Single vision, lined bifocal, and lined trifocal lenses- No copay	Single Vision Lenses -Up to \$5
	Polycarbonate lenses for dependent children	Lined Bifocal Lenses - Up to \$82
Contact Lenses	No copay	Elective Contact Lenses- Up to \$97
	Contact Lenses- Up to \$97	Elective Bifocal Contac. Lenses-Up to \$127
	Bifocal Contact Lenses-Up to \$127	
<b>Dental plan</b>		
Preventive & Diagnostic Care		
Oral Exams, Cleanings, Bitewing and Full Mouth X-Rays, etc. (limited to non-orthodontic treatment)	100%, No Deductible	80%, No Deductible
Annual Plan Year 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 Allowed Benefit After Deductible	60% of Allowed Benefit After Deductible
Periodontal Maintenance, Emergency Palliative Treatment, Amalgam & Composite Fillings, Simple Extractions, etc.		
Major Restorative Care	50% of Allowed Benefit After Deductible	45% of Allowed Benefit After Deductible
Crowns, Dentures, Bridges, Periodontal Root Planning & Scaling or Surgery, Surgical Extractions, Repairs (Crowns), Implants, General Anesthesia		
Orthodontic Services	Plan pays \$1,500 combined maximum	

  
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## CNBW CENSUS 2019

Primary	Dependent	DOB	SEX	# DEP	State	Zip code
Member 1	Primary		6/30/1966	F	2	MD 20854
	Dependent	1	07/23/1967	M		
	Dependent	2	07/23/2002	F		
Member 2	Primary		7/1/1980	F	4	VA 22312
	Dependent	1	11/04/1981	M		
	Dependent	2	06/09/2014	F		
	Dependent	3	07/14/2017	F		
	Dependent	4	07/14/2017	F		
Member 3	Primary		02/04/1983	F	0	MD 20815
Member 4	Primary		11/29/1967	F	2	MD 20874
	Dependent	1	04/04/1996	F		
	Dependent	2	09/14/1994	M		
Member 5	Primary		8/14/1965	F	3	MD 20874
	Dependent	1	08/25/1962	M		
	Dependent	2	5/12/1994	F		
	Dependent	3	10/14/1995	M		
Member 6	Primary		5/2/1953	M	1	MD 20878
	Dependent	1	11/15/1949	F		
Member 7	Primary		6/13/1982	F		MD 21060
Member 8	Primary		8/30/1970	M	1	MD 20886
	Dependent	1	6/2/1978	M		
Member 9	Primary		6/10/1959	F	1	MD 20879
	Dependent	1	02/19/1994	F		
Member 10	Primary		10/10/1949	F	1	MD 20866
	Dependent	1	07/23/1946	M		
Member 11	Primary		10/19/1951	M	1	MD 20814
	Dependent	1	05/16/2002	F		
Member 12	Primary		10/17/1974	M	1	MD 20002
	Dependent	1	01/13/1998	F		
Member 13	Primary		01/16/1979	F	2	MD 20010
	Dependent	1	08/20/1960	M		
	Dependent	2	11/01/2010	F		
Member 14	Primary		09/10/1980	M	0	MD 20853
Member 15	Primary		06/12/1973	M	3	MD 20906
	Dependent	1	1/14/1974	F		
	Dependent	2	07/23/1997	F		
	Dependent	3	09/09/2005	M		
Member 16	Primary		06/21/1975	F	1	VA 22304
	Dependent	1	08/04/2012	M		
Member 17	Primary		06/17/1963	F	1	MD 20906
	Dependent	1	04/12/1972	M		
Member 18	Primary		10/01/1986	M	2	MD 20906

	Dependent	1	11/22/1988	F			
	Dependent	2	11/21/2017	F			
<b>Member 19</b>	Primary		04/11/1989	M	1	MD	20774
	Dependent	1	06/30/1989	F			
<b>Member 20</b>	Primary		03/25/1953	M	1	MD	20850
	Dependent	1	5/10/1955	F			
<b>Member 21</b>	Primary		08/29/1966	F		MD	20902
<b>Member 22</b>	Primary		10/05/1983	F	2	VA	20121
	Dependent	1	01/05/1977	M			
	Dependent	2	10/17/2018	F			
<b>Member 23</b>	Primary		09/17/1986	F		MD	20715
<b>Member 24</b>	Primary		02/13/1981	F	3	PA	19063
	Dependent	1	08/02/1983	M			
	Dependent	2	10/08/2013	F			
	Dependent	3	10/19/2016	F			
<b>Member 25</b>	Primary		09/20/1960	M	1	DC	20016
	Dependent	1	02/26/1971	F			
<b>Member 26</b>	Primary		06/04/1966	M		MD	20902
	Dependent	1	5/23/1968	F			
<b>Member 27</b>	Primary		06/17/1965	F	1	MD	20902
	Dependent	1	01/15/1997	F			
<b>Member 28</b>	Primary		03/04/1984	F	3	MD	20191
	Dependent	1	07/04/1988	M			
	Dependent	2	10/17/2016	F			
	Dependent	3	09/12/2018	F			
<b>Member 29</b>	Primary		10/27/1988	M	3	MD	20906
	Dependent	1	09/10/1992	F			
	Dependent	2	02/16/2017	F			
	Dependent	3	04/27/2019	M			
<b>Member 30</b>	Primary		6/20/1995	F		VA	22150
<b>Member 31</b>	Primary		4/6/1989	F	1	MD	20906
<b>Member 32</b>	Primary		12/20/1984	M	2	MD	21286
	Dependent	1	9/25/1985	F			
	Dependent	2	4/23/2017	F			
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**Brazilian Naval Commission in Washington**  
5130 MacArthur Blvd., NW, Washington, D.C. 20016-3316

**DRAFT**

**CONTRACT BETWEEN**

**BRAZILIAN NAVAL COMMISSION IN WASHINGTON**

**AND**



**FOR**

**FOR HEALTH, DENTAL AND VISION INSURANCE**

**CONTRACT N° 70200/19-\_\_\_/00**

**Reference: IFSB N° 4/2019**

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## INDEX OF CLAUSES AND APPENDIX

### CLAUSES

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Clause 15	Amendments
Clause 16	Copies

**APPENDIX:** Proposal for Brazilian Naval Commission with Summary of Benefits and Prices for Health, Dental and Vision Coverage.





Brazilian Naval Commission in Washington  
5130 MacArthur Blvd., NW, Washington, D.C. 20016-3316

CONTRACT N° 70200/19-\_\_\_/00

**CONTRACT ENTERED BETWEEN THE  
BRAZILIAN NAVAL COMMISSION IN  
WASHINGTON AND  
FOR HEALTH, DENTAL AND VISION  
INSURANCE.**

This Contract was entered on this day, \_\_ (date) \_\_, at the offices of the Brazilian Naval Commission in Washington, located at 5130 MacArthur Blvd., NW, Washington, D.C., 20016, between the Brazilian Naval Commission in Washington, represented by its President, Captain \_\_\_\_\_, holder of the Brazilian Navy ID N° \_\_\_\_\_, and \_\_\_\_\_, represented by Mr./Mrs. \_\_\_\_\_, Job Title, herein referred to as Provider, with offices at (address) \_\_\_\_\_.

**WHEREAS** this Contract was preceded by IFSB N° 4/2019 and fulfilled all legal requirements.

**WHEREAS** this contract was prepared by the Brazilian Naval Commission's Contracts and Public Bids Division, and approved by the Brazilian Naval Commission's Administration Department.

**WHEREAS** this present Contract is in accordance to Articles 3 and 123 of the Law n° 8.666/1993 of the Federative Republic of Brazil.

**WHEREAS** the legal instruments Rules for Administrative Agreements of the Brazilian Navy (SGM-102, Rev. 4, item 13.10.1) and Ordinance n° 180/MB/2001, modified by Ordinances 236/MB/2002, 258/MB/2003, 111/MB/2004, 258/MB/2012, 159/MB/2013 and 626/MB/2014 issued by the Commander of the Brazilian Navy, granted authority to the President of the Brazilian Naval Commission in Washington to sign this Contract on behalf of the Brazilian Navy within its area of jurisdiction.

**WHEREAS** in order to meet the payments of the costs and expenses referred to in this Contract, funds were allocated through \_\_\_\_\_.

**WHEREAS** in accordance with item 0806 of SGM 102 (Rev. 4), the Brazilian Naval Commission's Administration Department, which has negotiated this contract, is responsible for its contents and accuracy.

**NOW THEREFORE**, in consideration of the foregoing, the execution of this agreement by each of the parties hereto, and the full and faithful performance of the covenants, representations and warranties contained herein, it is agreed as follows:

## CLAUSE 1 – DEFINITIONS

As used in this Contract, the following terms shall have the meanings given to them below:

1.1 The term "BNC" shall mean the Brazilian Naval Commission in Washington.

- 1.2 The term "Provider" shall mean "Company", a corporation organized under the laws of \_\_\_\_\_, state, USA.
- 1.3 The term "Service" shall mean the services specified in the Appendix covered by this contract.

## CLAUSE 2 – OBJECT OF THE CONTRACT

- 2.1 The Provider will be responsible for providing services related to Health, Dental and Vision to the BNC's employees, according to the PPO-Plan selected.
- 2.1 The following documents will form an integral part of the Contract: APPENDIX - Proposal for Brazilian Naval Commission with summary of benefits and prices for health, dental and vision coverage.
- 2.2 In the event of dispute, ambiguity, or conflict between the terms of this Contract and those of its Appendix, the terms of this Contract will prevail.

## CLAUSE 3 – PERFORMANCE

Provider agrees to deliver the Services described in the Appendix of this Contract pursuant to all other requirements of this Contract.

## CLAUSE 4 – PRICE

The price for the execution of the services is equal to the price quoted by \_\_\_\_\_ in the Price Proposal of \_\_\_\_\_ with individual/family deductible of \$ 0.00/\$0.00 according to the Price Table (Appendix).

## CLAUSE 5 – INVOICES

Invoices issued by the Provider must conform strictly to this Contract, and any amendment hereto must be agreed and signed by BNC and the Provider. Invoices must also be accompanied by any supporting documentation.

## CLAUSE 6 – TERMS OF PAYMENT

- 6.1 The invoices will be paid monthly, according to the prices quoted by \_\_\_\_\_ on the Price Proposal. During the year, twelve (12) invoices shall be presented to the Department of Administration of the Brazilian Naval Commission at least 20 (twenty) days before the due date.
- 6.2 All invoices are required to discriminate the following items:
- a) Contract Number; and
  - b) List of the insured and price of the service in Dental/Health/Vision categories.

## CLAUSE 7 – DEFAULT

- 7.1 In the event of a material breach by either party of its obligations under this Contract, or, in the case of the Provider not perform services in accordance with this Contract, and in accordance with the Plan that was quoted and agreed between the two parties, the aggrieved party may, but is not required, to terminate this Contract for default in whole or in part, and seek the remedies as set forth below.
- 7.2 BNC may terminate this Contract, in whole or in part, for Provider's default by written notice to Provider.
- 7.3 In case per Provider's failure, BNC may proceed with the following penalties:
- a) Warning and/or
  - b) Charge a fine of a maximum of 10% of the total price of the Contract.
- 7.4 In the event of termination for Provider's default, BNC shall have all remedies provided in this Contract and all rights and remedies available under applicable law. The rights and remedies of BNC under this Contract are cumulative, and in addition, to all other rights and remedies available under applicable law.

## CLAUSE 8 – NOTICES

- 8.1 All required notices or permits to be given, shall be first given by phone followed immediately by an email communication in writing and in English, and shall be deemed to be properly given if replied via email by BNC, as the case may be, to the addresses set forth below. The effective time of notice shall be upon receipt.

To Provider: \_\_\_\_\_  
Attn.: \_\_\_\_\_  
Address: \_\_\_\_\_  
Tel: \_\_\_\_\_  
E-mail: \_\_\_\_\_

To BNC: Brazilian Naval Commission in Washington  
Attn.: Administration Department  
5130 MacArthur Blvd., NW  
Washington, D.C. 20016-3316  
Tel: (202) 244-3950 – ext.: 130  
E-mail: arlindo@marinha.mil.br

- 8.2 Provider shall notify BNC at least three (3) months in advance of any plan of interrupting of Services hereunder.
- 8.3 Any alteration in this Contract must be through an Amendment, which must be agreed and signed by both parties.

## **CLAUSE 9 – ASSIGNMENT AND SUBCONTRACTING**

The Provider shall not assign this Contract or any portion of it hereof or any interest herein, nor shall Provider subcontract for completed or substantially completed services without prior written and signed consent of Buyer.

## **CLAUSE 10 – GOVERNING LAW**

This Contract is governed by the laws of the District of Columbia. Any controversy or claim arising from or relating to this Contract will be determined in accordance with the laws of the District of Columbia. BNC and Provider will submit to the federal courts sitting in the District of Columbia.

## **CLAUSE 11 – DISPUTES**

- 11.1 If the parties are unable to settle disputes arising from or relating to this Contract amicably, controversies or claims shall be determined by arbitration in accordance with the International Arbitration Rules of the American Arbitration Association.
- 11.2 The place of arbitration shall be Washington, D.C., the number of arbitrators shall be three, and the award of the arbitrators shall be final and binding on the parties. Each party shall select one arbitrator within 30 (thirty) days after the commencement of the arbitration and the two arbitrators shall select a third. If either party fails to select an arbitrator within such time period, the arbitrator selected by the other party shall be the sole arbitrator. If the two arbitrators do not agree on the selection of a third arbitrator within 45 (forty-five) days after the commencement of the arbitration, the American Arbitration Association shall select the third arbitrator.
- 11.3 The arbitration shall be conducted in the English language, and all documentation shall be in the English language.
- 11.4 The arbitration award shall be the sole and exclusive remedy between the parties regarding any claims, counterclaims, issues, or accountings presented or pled to the arbitrators. The award shall be payable in U.S. Dollars net of any tax, deduction or offset. Any costs, fees, and expenses incurred in connection with enforcing the award shall, be charged against the party resisting such enforcement.
- 11.5 The award shall include interest from the date of the breach or other violation of this Contract. The arbitrators shall also fix the appropriate rate of interest from the date of the breach or other violation to the date when the award is paid in full. In no event, however, should such interest rate during such period be lower than the prime commercial lending rate announced by Bank of America for 90 (ninety)-day loans for commercial borrowers for the corresponding period.
- 11.6 Judgment upon the arbitration award may be entered by any court of competent jurisdiction. Notwithstanding the foregoing, nothing in this Article shall be construed to prevent BNC from seeking injunctive relief or other interim measures during the pending of the arbitration.
- 11.7 All notices to be given in connection with the arbitration shall be in writing.

## CLAUSE 12 – SUPERVISION

The execution of this Contract will be overseeing by the head and staff of BNC's Department of Administration.

## CLAUSE 13 – TERMINATION

- 13.1 BNC may terminate this Contract by written notice addressed to the Provider, if:
- b) The Provider fails to comply with any contractual obligations and does not take measures to remedy such default, within 30 (thirty) days after the receipt, by writing, of a notice or warning from BNC;
  - c) The Provider becomes insolvent, undergoes voluntary or compulsory liquidation, except for the purpose of consolidation or merger; and
  - d) The Provider transfers or assigns its rights and obligations under this Contract, without the previous written consent from BNC.
- 13.2 In the event of BNC terminates this Contract, in whole or in part, for convenience, Provider has the right to a negotiated cost incurred with the completed work. This amount shall be negotiated between BNC and Provider.

## CLAUSE 14 – EFFECTIVE DATE AND TERMS OF THE CONTRACT

- 14.1 This Contract shall be in effect and enforceable with the signature by both parties, commencing on July 1<sup>st</sup> of 2019 and expiring on June 30<sup>th</sup> of 2020.
- 14.2 As an entity of the Brazilian Government, the Brazilian Naval Commission has among its staff, some that are in a two-year tour of duty in the United states, for this reason, the BNC reserves the right to change, add or subtract personnel from the this Contract, without waiting period for the employees and/or dependents.
- 14.3 This Contract shall remain into force until all obligations therein are satisfactorily fulfilled. BNC shall provide written notification to Provider when said obligation has been fulfilled.
- 14.4 If either BNC or Provider does not agree upon the renewal of the initial Terms of this Contract, such party shall notify the other in writing, no later than 90 (ninety) days prior to the expiration date.

## CLAUSE 15 – AMENDMENT

- 15.1 This Contract shall be changed only by means of written Amendment to this Contract dated and signed by the Provider and BNC.
- 15.2 Under no circumstances shall oral statements and understandings be valid or binding upon either BNC or Provider. No waiver by BNC or any breach of this Contract or the granting of an extension of time performance hereunder shall be deemed to be a waiver of any other or subsequent breach.
- 15.3 The term of the Contract will be initially for one (1) year from the Effective Date of the Contract. If all original terms and conditions of this Contract remain the same, after the initial period of one (1) year, an extension for an additional year, up to the maximum of four (4) renewals, may be

**Brazilian Naval Commission in Washington**

5130 MacArthur Blvd., NW, Washington, D.C. 20016-3316

signed if agreed by both parties. If either BNC or \_\_\_\_\_(Provider) does not agree to a renewal of the initial term of the Contract, such party will give notice of such intention to the other party in writing, no later than 90 (ninety) days before the end of the initial term of the Contract.

**CLAUSE 16 – COPIES**

This Contract is made in two original counterparts: one for BNC and one for the Provider.

And, it is hereby agreed that both parties have accepted the provisions of this Contract, which was read, agreed and signed by Captain \_\_\_\_\_, President of the Brazilian Naval Commission in Washington, representing BNC and Mr./Mrs. \_\_\_\_\_, representing the Provider, witnessed by CDR \_\_\_\_\_, BNC representative, and \_\_\_\_\_, Provider representative.

Washington DC, June \_\_, 2019.

\_\_\_\_\_  
Captain, Brazilian Navy  
President

\_\_\_\_\_  
Chief Executive Officer  
Provider

Witnesses:

\_\_\_\_\_  
CDR, Brazilian Navy  
Head of Purchasing Division

\_\_\_\_\_  
Provider

  
**LUCIANO GOMES SILVA**  
-Capitão de Corveta (T)  
Enc. Div. de Licitações e Acordos Administrativos

## CURRENT CARRIER RATES AND HEALTH CARE RISK INFORMATION

2018/2019

1) Current Carrier: Care First

2) Current Rates: Blue Choice Plus-Out Platinum 0

SERVICE	CO-PAY	(IN-NETWORK) COINSURANCE
Primary Care Visit to Treat an Injury or Illness	\$10.00	Not Applicable
Specialist Visit	\$20.00	Not Applicable
Other Practitioner Office Visit (Nurse, Physician Assistant)	\$10.00	Not Applicable
Outpatient Facility Fee (e.g., Ambulatory Surgery Center)	\$50.00	Not Applicable
Outpatient Surgery Physician/Surgical Services	\$20.00	Not Applicable
Hospice Services	No Charge	No Charge
Urgent Care Centers or Facilities	\$50.00	Not Applicable
Home Health Care Services	No Charge	No Charge
Emergency Room Services	\$100.00	Not Applicable
Emergency Transportation/Ambulance	\$20.00	Not Applicable
Inpatient Hospital Services (e.g., Hospital Stay)	\$200 Copay per Stay	Not Applicable
Inpatient Physician and Surgical Services	\$20.00	Not Applicable
Skilled Nursing Facility	\$20 Copay per Stay	Not Applicable
Prenatal and Postnatal Care	No Charge	No Charge
Delivery and All Inpatient Services for Maternity Care	\$200.00	Not Applicable
Mental/Behavioral Health Outpatient Services	\$10.00	Not Applicable
Mental/Behavioral Health Inpatient Services	\$200 Copay per Stay	Not Applicable
Substance Abuse Disorder Outpatient Services	\$10.00	Not Applicable
Substance Abuse Disorder Inpatient Services	\$200 Copay per Stay	Not Applicable
Generic Drugs	\$10.00	Not Applicable
Preferred Brand Drugs	\$45.00	Not Applicable
Non-Preferred Brand Drugs	\$65.00	Not Applicable
Specialty Drugs	Not Applicable	50.00%
Outpatient Rehabilitation Services	\$20.00	Not Applicable
Habilitation Services	\$20.00	Not Applicable

SERVICE	CO-PAY	(IN-NETWORK) COINSURANCE
Chiropractic Care	\$20.00	Not Applicable
Durable Medical Equipment	Not Applicable	25.00%
Imaging (CT/PET Scans, MRIs)	\$50.00	Not Applicable
Preventive Care/Screening/Immunization	No Charge	No Charge
Routine Eye Exam for Children	No Charge	No Charge
Eye Glasses for Children	No Charge	No Charge
Dental Check-Up for Children	No Charge	No Charge
Rehabilitative Speech Therapy	\$20.00	Not Applicable
Rehabilitative Occupational and Rehabilitative Physical Therapy	\$20.00	Not Applicable
Well Baby Visits and Care	No Charge	No Charge
Laboratory Outpatient and Professional Services	\$10.00	Not Applicable
X-rays and Diagnostic Imaging	\$20.00	Not Applicable
Basic Dental Care - Child	Not Applicable	20% Coinsurance after deductible
Orthodontia - Child	Not Applicable	50.00%
Major Dental Care - Child	Not Applicable	20% Coinsurance after deductible
Abortion for Which Public Funding is Prohibited	\$50.00	Not Applicable
Transplant	\$200.00	Not Applicable
Accidental Dental	\$100.00	Not Applicable
Dialysis	\$50.00	Not Applicable
Allergy Testing	\$20.00	Not Applicable
Chemotherapy	\$20.00	Not Applicable
Radiation	\$20.00	Not Applicable
Diabetes Education	No Charge	No Charge
Prosthetic Devices	Not Applicable	25.00%
Infusion Therapy	\$20.00	Not Applicable
Treatment for Temporomandibular Joint Disorders	\$150.00	Not Applicable
Nutritional Counseling	No Charge	No Charge
Reconstructive Surgery	\$150.00	Not Applicable

3) Health Risk Questionnaire:

Will be informed upon request.


  
**ARLINDO JOAQUIM DA SILVA**  
 Servidor Civil - Nível Superior  
 Encarregado da Divisão de Apoio



Table of benefits must be submitted with prices for Health/Dental and Vision - (Sample)

Member	DOB	SEX	# DEP	Health Cost	Dental Cost	Vision cost	Premium
1	6/30/1966	F	2				
2	7/1/1980	F	4				
3	02/04/1983	F	0				
4	11/29/1967	F	2				
5	8/14/1965	F	3				
6	5/2/1953	M	1				
7	6/13/1982	F					
8	8/30/1970	M	1				
9	6/10/1959	F	1				
10	10/10/1949	F	1				
11	10/19/1951	M	1				
12	10/17/1974	M	1				
13	01/16/1979	F	2				
14	09/10/1980	M	0				
15	06/12/1973	M	3				
16	06/21/1975	F	1				
17	06/17/1963	F	1				
18	10/01/1986	M	2				
19	04/11/1989	M	1				
20	03/25/1953	M	1				
21	08/29/1966	F					
22	10/05/1983	F	2				
23	09/17/1986	F					
24	02/13/1981	F	3				
25	09/20/1960	M	1				
26	06/04/1966	M					
27	06/17/1965	F	1				
28	03/04/1984	F	3				
29	10/27/1988	M	3				
30	6/20/1995	F					
31	4/6/1989	F	1				
32	12/20/1984	M	2				