



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

Contract Between

Brazilian Naval Commission in Washington

and

USI Insurance Services

for

Health, Dental and Vision Insurance

Contract N° 70200/19-03/00

References: IFSB N° 4/2019 - NUP: 63150.001116/2019-81
Contract Manager: SC Arlindo Joaquin da Silva

A handwritten signature in black ink, appearing to be 'A. Silva', located in the bottom right corner of the page.

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APPENDIX: Price Proposal presented by USI Insurance Service LLC with a Summary of Benefits for Health, Dental and Vision Coverage.



CONTRACT N° 70200/19-03/00

Contract entered between Brazilian Naval Commission in Washington and USI Insurance Services LLC, for Health, Dental and Vision Insurance.

This Contract was entered on this day, June 14 of 2019, 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 André Luís Ferreira da Silva, holder of the Brazilian Navy ID N° 440446, and USI Insurance Services LLC, represented by its Vice President, Mr. David Masri, holder of the Virginia State ID N° A69-63-1158, herein referred to as Provider, with offices at 3190 Fairview Park Drive, Suite 400, Falls Church, VA 22042.

WHEREAS this Contract was preceded by the Invitation for Sealed Bid (IFSB) N° 4/2019 and fulfilled all legal requirements.

WHEREAS this contract was prepared by the Contracts and Public Bids Division of the Brazilian Naval Commission in Washington, and approved by its 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 in this Contract, funds were allocated through Q2000400136.

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 USI Insurance Services, a corporation organized under the laws of Virginia 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 attached documents will form an integral part of the Contract: APPENDIX - Proposal for Brazilian Naval Commission in Washington 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 Health, Dental and Vision care services, to be provided by the company UnitedHealthcare Global, as specified in the Appendix of this Contract, and pursuant to all other requirements herein.

CLAUSE 4 – PRICE

The price for the execution of the services is equal to the price quoted by UnitedHealthcare Global in the Price Proposal, USD 411,153.72 (four hundred thousand, one hundred fifty-three dollars and seventy-two cents) annually, and the monthly payment will be USD 34,262.81, 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 UnitedHealthcare Global in the Price Proposal. During the year, twelve (12) invoices shall be presented to BNC's Administrative Department 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 prices of the services 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 fee 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: David Masri
USI insurance Services
703 205-8717
David.masri@usi.com

To BNC: Brazilian Naval Commission in Washington
Attn.: Arlindo Joaquin da Silva and Pedro A. de Jesus
5130 MacArthur Blvd., NW
Washington, D.C. 20016-3316
Tel: (202) 244-3950 – ext.: 115
E-mail: arlindo@marinha.mil.br / pedro.jesus@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 Administration Department.

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 1st of 2019 and expiring on June 30th 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.

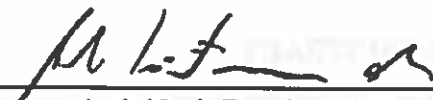
15.2 Under no circumstances shall oral statements and understandings be valid or binding upon either BNC or Provider. No waiver by BNC or any breach of this Contract or the granting of an extension of time performance hereunder shall be deemed to be a waiver of any other or subsequent breach.

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 signed if agreed by both parties. If either BNC or USI Insurance Services LLC 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.

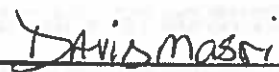
CLAUSE 16 – COPIES

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 André Luís Ferreira da Silva, President of the Brazilian Naval Commission in Washington, representing BNC and Mr. David Masri, representing the Provider, witnessed by CDR Raphael Annechino Marques, BNC's representative, and Fari Fayzmehr, Provider's representative.

Washington DC, June 25, 2019.

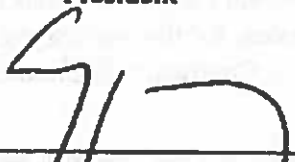


André Luís Ferreira da Silva
Captain, Brazilian Navy
President

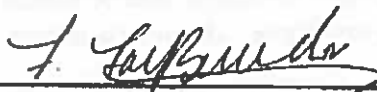


David Masri
Vice-President – Employees Benefits
USI Insurance Services LLC

Witnesses:



Raphael Annechino Marques
CDR, Brazilian Navy
Head of Purchasing Division



Fari Fayzmehr
Account Manager
USI Insurance Services LLC