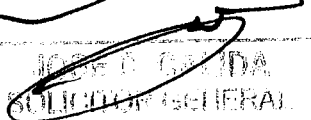




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<b>APPROVED</b>	<b>DISAPPROVED</b>
 JESSE D. GANDA SOLICITOR GENERAL	
DATE: _____	

**TERMS OF REFERENCE**  
**HEALTH MAINTENANCE ORGANIZATION**  
**(HMO) PROGRAM FOR ALL OFFICE OF THE**  
**SOLICITOR GENERAL (OSG) OFFICIALS AND**  
**EMPLOYEES**

**I. MINIMUM QUALIFICATIONS OF THE BIDDER**

1. Prospective bidder (also called HMO) must present a duly issued License to Operate or Certification authorizing or allowing it to provide an HMO Program or Health Program or any similar program from the Insurance Commission.
2. Prospective bidder must be in good standing in all affiliated hospitals nationwide including the following tertiary hospitals and their extension clinics:
  - a. Asian Hospital and Medical Center;
  - b. Makati Medical Center;
  - c. St. Luke's Medical Center (Quezon City);
  - d. St. Luke's Medical Center (Bonifacio Global City);
  - e. The Medical City;
  - f. Cardinal Santos Medical Center;
  - g. Manila Doctor's Hospital; and
  - h. Capitol Medical Center;
3. Prospective bidder must be able to provide the minimum Benefits and Coverage Provisions provided hereunder.

**II. COVERAGE PERIOD**

1. The coverage period shall be one (1) year from the effectivity date or signing of the HMO Program Contract by duly authorized representatives of OSG and the HMO.

### III. PREMIUM PAYMENT AND REFUND

1. The OSG shall pay the maximum amount of twenty-one thousand five hundred (₱21,500.00)<sup>1</sup> per employee as premium payment.
2. Subject to availability of funds, the OSG shall pay a pro-rated premium amount based on the actual remaining coverage period for each new covered mandatory member to avail the minimum benefits and coverage provided hereunder.
3. The OSG shall pay the following additional amounts<sup>2</sup> for each covered officer<sup>3</sup> for their executive check-up:

Female	₱45,000.00
Male	₱40,000.00

4. The OSG shall pay one-half (½) of the contract price, net of withholding taxes, under the contract to the HMO within thirty (30) business days from enrollment and submission of ID cards to principal members. The remaining half shall be paid within thirty (30) business days from the submission of the 2nd Quarterly Utilization Report.
5. The HMO shall allow substitution or replacement of old members with new employees upon written advice without further premiums or any additional cost on the part of the OSG.
6. Should there be no substitution or replacement, the HMO shall refund the OSG a pro-rated amount of the premium based on actual use upon notice that the principal member has retired, resigned or otherwise terminated from the service in accordance with the following formula:

$$Refund = Net Premium - \left[ Net Premium * \left( \frac{Actual Individual Utilization}{Maximum Benefit Limit} \right) \right]$$

<sup>1</sup> Inclusive of applicable taxes and other charges.

<sup>2</sup> Inclusive of applicable taxes and other charges.

<sup>3</sup> Covered officers are those enumerated by Sec. 5(1) of R.A. No. 9417 herein reproduced:

Sec. 5(1) xxx Expenses for the mandatory annual executive check-up of the Solicitor General, the Assistant Solicitors General, and the Service Heads, shall be for the account of the office

7. Principal members shall be solely responsible for the premium payments of their dependent-members.

#### **IV. MEMBERSHIP ELIGIBILITY**

1. Principal membership to the HMO Program is for all incumbent, qualified regular, co-terminus, plantilla casual and contractual employees with Civil Service appointments (married couples who are both employees of OSG shall each be considered as principal members). Provided, however, that principal membership is subject to availability of funds.
2. The prospective bidder shall make available to covered officers, executive check-up, within one year from the effectivity date or signing of the Contract by duly authorized representatives of OSG and the HMO.
3. Optional membership to the HMO Program is for all regular, co-terminus, *plantilla* casual and contractual employees not otherwise covered by the preceding paragraph, provided that the premium shall be paid by said employee to the HMO. Both mandatory and optional members enrolled in the HMO program are considered covered/principal members.
4. Each principal member shall be allowed to enroll dependents subject to such requirements as may be provided by the HMO. Each principal member is solely responsible for the costs of their dependent's coverage.

For this purpose, the HMO shall provide the OSG the actual and final schedule of fees for dependents' plan within fifteen (15) calendar days from signing the contract.

#### **V. MAXIMUM BENEFIT LIMIT**

1. The maximum benefit limit for all principal members shall be at least One Hundred Seventy-

Thousand Pesos (₱170,000.00) per illness, per member, per year, inclusive of Philhealth benefits.

## **VI. MINIMUM BENEFITS**

### **A. Preventive Health Care Services**

1. Periodic monitoring of health problems.
2. Immunization, excluding the cost of vaccines, except, as otherwise provided in these terms of reference.
3. Quarterly lectures and seminars by professionals on relevant health topics and issues to be held at the OSG Building or any venue at the option of the OSG on the following topics:
  - a. Health-education and counselling on diets and/or exercise; and
  - b. Health habits and family planning counselling.

### **B. Annual Physical Examination (APE)**

APE for all principal members shall be conducted at the OSG offices/premises and shall include the following:

1. Medical history taking and physical examination.
2. Chest x-ray.
3. Urinalysis.
4. Stool examination.
5. Complete Blood Count.
6. Blood typing.
7. Eye examination/eye refraction test.
8. Electrocardiogram (ECG) for members 35 years old and above, or if indicated by a physician.
9. Pap smear for female members 35 years old and above, or if indicated by a physician.

10. Prostrate Cancer screening (Prostrate Specific Antigen) for male members 50 years old and above, or if indicated by a physician .
11. Mammography for females.
12. Fasting blood sugar (FBS).
13. Lipid profile (HDL, LDL, VLDL) if indicated by a physician.
14. Cholesterol.
15. Triglycerides.
16. Serum Glutamic-Oxaloacetic Transaminase (SGOT).
17. Serum Glutamic Pyruvic Transaminase (SGPT).
18. Blood Urea Nitrogen (BUN).
19. CREA.
20. Uric Acid.
21. Thyroid Tests including Total/Free Thyroxine (TSH, T3, FT4).

### **C. Executive Check-up Coverage**

Executive Check-up shall be provided to all covered officers at the medical facility chosen by said covered officer subject to the following:

1. Appropriate Executive Check-up package, as may be packaged by an accredited medical facility;
2. In-patient accommodation as may be packaged by an accredited medical facility;
3. Additional examinations or packages may be availed at the option of the covered officer, chargeable to the covered officer's MBL.
4. Administrative assistance to be personally provided by an HMO Liaison Officer at the accredited medical facility.

### **D. Emergency Care Benefits**

1. Emergency care availed in an accredited hospital with an affiliated doctor is covered up to maximum benefit limit.
2. Emergency care availed in a non-affiliated facility or hospital or with a non-accredited doctor shall be fully (100%) reimbursed at actual cost up to maximum benefit limit.
3. Expenses incurred by a member while in a foreign territory shall be reimbursed by the HMO based on the rate of the HMO up to the maximum benefit limit.
4. Ambulance service shall be covered on a reimbursement basis up to ₱3,000.00 per conduction.
5. Emergency care provided at the Emergency Room includes, but not limited to, the following:
  - a. First aid treatment;
  - b. ER fees;
  - c. Administered medications and medical supplies;
  - d. Major and minor surgery;
  - e. Blood transfusion;
  - f. X-rays, laboratory tests and diagnostic procedures;
  - g. Treatment for animal bites and first dose of necessary vaccine;
  - h. Other services directly related to the management of the emergency care

#### **E. Out-Patient Benefits**

1. Consultation and treatment.
2. All routine, diagnostic and therapeutic procedures required by accredited physicians and specialists.
3. Pre and post-natal consultations except laboratory examinations.
4. Ultrasound imaging, except for pregnancy related conditions.

5. Minor injury treatment such as lacerations, mild burns, sprains and the like.
6. Minor surgery not requiring confinement.
7. Surgical dressings, casts and sutures.
8. First dose of, anti-tetanus and anti-venom vaccine.
9. Eye, ear, nose and throat (EENT) treatment.
10. Physical or occupational therapy up to 12 sessions per year.
11. Speech therapy up to 12 sessions per year.
12. Chemotherapy or radiation/linear acceleration therapy.
13. Dialysis.
14. Laser treatment of all eye illnesses and injuries, except refractive laser surgery, is covered up to ₱30,000.00.
15. Treatment/electrocautery of viral warts in any part of the body, except genital warts caused by Sexually Transmitted Disease (STD), is covered up to ₱2,500.00
16. Sclerotherapy except for aesthetic or cosmetic purposes.
17. Immunologic laboratory examinations.
18. All other out-patient services and procedures as may be required by a physician.
16. In the absence of qualified accredited doctors for consultation, the HMO shall allow reimbursements of doctor's professional fees based on the rate of the HMO up to the maximum benefit limit.

#### **F. In-Patient/Hospitalization Benefits**

1. Room and board of any amount as long as it is no less than the category of Standard Private or Regular Private (whichever is higher).

2. No deposit of any kind upon admission.
3. Admission kit.
4. Professional services of all accredited doctors of any specialization.
5. Reimbursement of professional fees of non-accredited doctors of any specialization based on the rate of the HMO.
6. General nursing services.
7. All routine, diagnostic and therapeutic procedures required by affiliated physicians and specialists.
8. Immunologic laboratory examinations.
9. X-ray and other Computer-based laboratory procedures.
10. Surgery except for cosmetic surgery undertaken solely to improve appearance.
11. Surgical dressings, casts, sutures and other miscellaneous supplies directly used in the treatment of the covered ailment.
12. All administered medicines, either orally or intravenously.
13. Transfusion of fluids, fresh whole blood and all other blood products.
14. Use of isolation, operating, recovery rooms and other patient care units.
15. Anesthesia and its administration.
16. Use of the Intensive Care Unit (ICU) or Coronary Care Unit (CCU).
17. Additional procedures and latest modalities of diagnosis and treatment.
18. Drugs and medications needed while confined in the hospital.
19. Medicines and medical supplies prescribed and bought outside the hospital (not available in the hospital) and used during the hospitalization period.
20. Assistance to be provided by an HMO Liaison Officer.
21. All other services and procedures needed or related to the management of the case.



## **G. Dental Benefits**

1. Oral prophylaxis, at least twice (2x) a year.
2. Consultation and oral examination.
3. Unlimited simple tooth extraction, except dental surgery.
4. Unlimited temporary fillings.
5. Treatment of gums, mouth lesions, wounds and burns.
6. Adjustment of dentures, recementation of loose jacket crowns.
7. Permanent tooth fillings: at least four (4) surfaces of light-cure/laser
8. Tooth or gum pain.
9. Emergency treatment.

## **H. Routine Procedures (whether out-patient or in-patient)**

1. Blood chemistries;
2. Chest x-ray;
3. Complete Blood Count (CBC)
4. Fecalalysis;
5. Urinalysis;
6. And other laboratory procedures requested by a physician

## **I. Diagnostic Procedures (whether out-patient or in-patient)**

1. 12-Lead Electrocardiogram (ECG)
2. 24-hour Electroencephalogram (EEG) Monitoring;
3. 24-hour holter monitoring
4. Adrenocortical function
5. Anti-nuclear antibody, c-reactive protein, lupus cell examination;

6. Arterial blood gastroscopy;
7. Arthroscopic procedures including orthopedic arthroscopy;
8. Audiograms and tympanograms;
9. Bone densitometry scan (Dexascan);
10. Bone mineral density studies;
11. Cardiac stress test (Thallium and Dipyridamole) Stress Tests;
12. Computed Tomography (CT) Scans;
13. Diagnostic radiographs;
  - a. biliary tract such including Cholecystogram and Cholangiogram;
  - b. chest, ribs, sternum and clavicle;
  - c. digestive including plain film of the abdomen, barium enema, upper Gastrointestinal (GI) series, lower GI series, small bowel series;
  - d. face (including sinuses), head and neck;
  - e. urinary, Kidney, Ureter and Bladder (KUB) Pyelograms and Cystograms;
  - f. x-ray of the extremities and pelvis
  - g. x-ray of the spine (cervical, thoracic, lumbo-sacral)
14. Diagnostic ultrasounds:
  - a. 2D-Echo with Doppler;
  - b. Abdomen;
  - c. Duplex scan;
  - d. Digestive and urinary systems;
  - e. Ultrasound of the lungs;
15. Electroencephalogram (EEG) monitoring;
16. Electromyography and nerve conduction studies;
17. Endoscopic procedures;
18. Fluorescein angiography;
19. Impedance plethysmography;

20. Magnetic Resonance Angiography (MRA);
21. Magnetic Resonance Imaging (MRI);
22. Mammogram and sonomammogram;
23. Myelogram;
24. Nuclear radioactive isotope scan;
25. Pap's smear;
26. Perfusion scan;
27. Plasma urinary cortisol, plasma aldosterone;
28. Polysomnograms (sleep recording);
29. Pulmonary function tests;
30. Radioisotope scans and function studies;
  - a. Cardiac;
  - b. Gastrointestinal;
  - c. Liver;
  - d. Parathyroid bone, pulmonary (perfusion/ventilation lung scan);
  - e. Renal;
  - f. Thyroid scans;
  - g. Total body scans;
31. Radionuclide ventriculography;
32. Surface Electromyography (SEMG);
33. Thallium scintigraphy;
34. Treadmill Stress Test (TMST);
35. Other diagnostic procedures requested by a physician.

**J. Therapeutic Procedures (whether out-patient or in-patient)**

1. Arthrocentesis;
2. Dialysis;
3. Intravenous chemotherapy;

4. Phlebotomy;
5. Physical therapy/occupational therapy/speech therapy up to 12 sessions each;
6. Thoracentesis;
7. Therapeutic radiology;
  - a. Brachytherapy;
  - b. Cobalt;
  - c. Linear-accelerator therapy;
  - d. Radioactive cesium;
  - e. Radioactive iodine;
8. Continuous Positive Airway Pressure (CPAP) titration for sleep study;
9. Oral chemotherapy;
10. Other therapeutic procedures requested by an accredited physician.

**K. Additional Procedures and Modalities**

1. Angiography (gastrointestinal, brain, retinal and peripheral vascular).
2. Coronary angiogram and/or angioplasty/coronary artery bypass graft.
3. Cryosurgery.
4. Gamma knife surgery.
5. Hysteroscopic myoma resection.
6. Hysteroscopically-guided D&C.
7. Laparoscopy.
8. Lithotripsy.
9. Percutaneous ultrasonic nephrolithotomy.
10. Scalpel hemorrhoidectomy.
11. Stapled hemorrhoidectomy.
12. Mammotome.
13. 4D Ultrasound except for maternity-related cases.

14. Esophageal manometry.
15. Intensified modulated radiotherapy.
16. Botox except for cosmetic or beautification purposes.
17. Position Emission Tomography (PET) Scan.
18. CT Pulmonary Angiography.
19. Photodynamic therapy.
20. Transurethral microwave therapy of prostate.
21. Allergy testing/allergy screening and other related examinations.
22. Tuberculin test.
23. Other medically necessary modalities not mentioned for which there are no comparable, conventional or traditional counterparts.

#### **L. Congenital Illness**

1. Congenital illness and deformities of the principal member shall be covered up to one hundred thousand pesos (P100,000.00).

#### **M. Pre-existing Illness**

Pre-existing illness are medical conditions present upon the effective date of coverage for which a prior consultation and treatment has already been sought by and evident to the member, or the pathogenesis of the illness has started whether or not the member is aware of it.

All illness, injury or any adverse medical conditions that are considered pre-existing, whether dreaded or non-dreaded, shall be covered up to maximum benefit limit.

The following are examples of pre-existing illnesses:

1. Benign tumors of the internal organs;

2. Endometriosis myoma and ovarian cysts;
3. Hemorrhoids and anal fistula;
4. Diseased tonsils requiring surgery;
5. ENT conditions requiring surgery;
6. Hyperthyroidism and hypothyroidism;
7. Cataract and glaucoma;
8. Peptic ulcer disease;
9. Asthma;
10. Arthritis, chronic back pain (e.g. scoliosis, lumbago), slipped disc, spinal stenosis and spondylosis;
11. Tuberculosis;
12. Buerger's disease and varicose veins;
13. Cholecystitis/cholelithiasis;
14. all benign tumors of the skin, muscular tissues, breast and bone;
15. Diabetes mellitus;
16. Hypertension;
17. Collagen and connective tissue diseases;
18. Hernia and prostate disorders;
19. Cardiovascular diseases;
20. Chronic kidney diseases;
21. Liver disease;
22. Psoriasis and vitiligo;
23. Other pre-existing illnesses.

## **N. Dreaded Diseases**

Dreaded diseases are potentially or actually life threatening conditions or illnesses which may require unusually or uncustomary prolonged or repeated hospitalization and may likewise require intensive care management.

All dreaded diseases shall be covered up to maximum limit.

1. Cerebrovascular accident
2. Central nervous system lesions (e.g., neurosurgical conditions, spinal cord lesions, meningitis, encephalitis);
3. Cardiovascular diseases (e.g., coronary, valvular, hypertensive heart disease, cardiomyopathy);
4. Chronic obstructive pulmonary disease (e.g., chronic bronchitis, emphysema, restrictive lung disease);
5. Liver parenchymal disease (e.g., cirrhosis, hepatitis, new growth);
6. Chronic kidney/urological disease (e.g., urolithiasis, obstructive uropathies);
7. Chronic gastrointestinal disease requiring bowel resection and anastomosis;
8. Collagen diseases (e.g., rheumatoid arthritis, Systemic Lupus Erythematosus or SLE);
9. Diabetes mellitus and its complications;
10. Malignancies and blood dyscrasias;
11. Injuries from accidents, assaults, frustrated homicide or frustrated murder;
12. Complications of apparent ordinary illness including Multi Organ Dysfunction Syndrome (MODS) and Systemic Inflammatory Reaction Syndrome (SIRS);
13. Single or multiple organ dysfunction and failure;
14. Conditions requiring dialysis;
15. Chronic pain syndrome of more than 6 weeks;
16. Other dreaded illness requiring intensive care unit confinement.

## **O. Other Covered Conditions**

1. Work related conditions based on conditions covered by Employees' Compensation Commission (ECC).
2. Motor vehicular accidents.
3. Provoked and unprovoked assault, including domestic violence, whether initiated by the member or by a known or unknown third party.

#### **VII. EXCLUSIONS AND LIMITATIONS ON MEDICAL BENEFITS**

1. Cosmetic surgery and dermatological procedures for purposes of beautifications, except constructive surgery to treat a functional defect due to disease or accidental injury.
2. Drug addiction, substance abuse and acute or chronic alcoholism.
3. Treatment of self-inflicted injuries attributable to the member's own misconduct, gross negligence, use of alcohol or drugs, vicious or immoral habits, participation in act of crime, violation of a law or ordinance, unnecessary exposure to imminent danger or hazard to health, and hazardous sports related injuries.
4. Rest cures, custodial, domicilliary or convalescent care.
5. Sterilization, circumcision, artificial insemination, sex transformation, diagnosis and treatment of infertility.
6. Experimental medical procedures such as acupuncture and reflexology.
7. Psychiatric care.
8. Sexually Transmitted Diseases (STD), such as but not limited to gonorrhoea, syphilis, herpes and Acquired Immunodeficiency Syndrome (AIDS).
9. Services to diagnose and reverse fertility or infertility.
10. For in-patient care, extra hospital goods and services such as services of a private nurse; use of extra bed, television, electric fans, electronic entertainment equipment and other amenities;



toilet articles; extra food tray; and other items not directly used in the medical management of the patient.

11. Prescribed out-patient medicines, except when used for out-patient chemotherapy and for emergency room or hospitalization use.
12. Physical examination required for obtaining employment and obtaining or continuing insurance or government licensing.
13. Corrective lenses, artificial hearing aids, prosthetic devices and durable equipment.
14. Purchase or lease of durable medical equipment, oxygen dispensing equipment, and medical oxygen except as otherwise provided in VI.F In-Patient/Hospitalization Benefits and VI.D Emergency Care Benefits.
15. Any ambiguity between the foregoing exclusions and VI. Minimum Benefits shall be interpreted in favor of the inclusion of the unclear illness, procedure or treatment to the program coverage.

### **VIII. PHILHEALTH BENEFITS**

1. Hospitalization benefits due under the HMO Program are inclusive of Philhealth coverage.

### **IX. ADDITIONAL BENEFITS**

#### **A. Maternity Benefits**

- |                                  |           |
|----------------------------------|-----------|
| 1. Normal Spontaneous Delivery   | ₱5,000.00 |
| 2. Delivery by Caesarean Section | ₱8,000.00 |
| 3. D&C for spontaneous abortion  | ₱5,000.00 |

#### **B. Financial Assistance including Accidental Death and Dismemberment Benefits.**

- |                          |            |
|--------------------------|------------|
| 1. Natural Death         | ₱10,000.00 |
| 2. Death due to accident | ₱20,000.00 |

- |    |  |            |
|----|--|------------|
| 3. | Loss of both hands                               | ₱10,000.00 |
| 4. | Loss of both feet                                | ₱10,000.00 |
| 5. | Loss of both sight (both eyes)                   | ₱10,000.00 |
| 6. | Loss of one hand and one foot                    | ₱10,000.00 |
| 7. | Loss of one hand and sight of one eye            | ₱10,000.00 |
| 8. | Loss of one foot and sight of one eye            | ₱10,000.00 |
| 9. | Loss of one hand or one foot or sight of one eye | ₱10,000.00 |

#### **X. ACCREDITATION OF CLINICS AND/OR DOCTORS**

1. The HMO shall accredit additional clinics and/or doctors at the request of the OSG subject to the HMO's standard requirements and procedure on accreditation of clinics or doctors.

OSG reserves the right to request preferred physician/hospital/clinics for accreditation. Provided, however, that in the event that the designated physician/hospitals/clinics refuse accreditation, the HMO shall be excused from complying with this provision.

#### **XI. HMO LIAISON OFFICER AND MEDICAL OFFICER**

1. The HMO shall designate a coordinator/contact person/liaison officer whom the OSG and principal members can contact to assist and facilitate the expedient availment of medical services and answer other HMO related concerns.
2. The HMO must assign/designate a nurse/personnel, authorized to issue referral slips for diagnostic procedures and consultations, who will be holding office at the OSG building.
3. A well-equipped medical team shall be supplied by the prospective HMO during the OSG's annual sports festival and other office-wide sponsored events in which might require medical services.

## **XII. OTHERS**

1. The OSG shall oversee the implementation of the HMO Program and monitor compliance of the HMO in accordance with the provisions of the TOR/contract.
2. The HMO shall be required to strictly submit to the OSG Bids and Awards Committee, Human Resources Management and the HMO Technical Working Group the prescribed and officially signed Quarterly Utilization Reports. These reports shall be promptly and strictly submitted every third week of the month immediately following the quarter or whenever required.
3. The utilization of the dependent-members and other members not mandatorily covered under this Terms of Reference shall not form part of the utilization of the principal members.
4. The HMO shall officially request for a certified and updated Master List of OSG officials and employees from the Human Resource Management from the date of the Notice to Proceed.
5. In the implementation of the contract, the medical records and utilization reports, including raw utilization data, name, addresses, telephone numbers, identification numbers, dates of birth, and other personal and confidential information pertaining to principal members obtained by or given to the HMO or its agents and subcontractors shall be treated with full confidentiality.
6. The HMO shall not use or disclose such confidential information, or any part thereof, in any manner other than is necessary to perform its obligations under the TOR or Contract or as required by law.
7. The OSG or any member under the HMO Program shall not be made liable for any unpaid bills by the HMO.
8. In the event that a member's medical/surgical expenses exceed the maximum benefit limit, the excess amount shall be shouldered by the principal member concerned.

9. Other matters not stated in the terms of reference, but which increase the benefits of covered persons or lessen the cost of the premium, without sacrificing the efficiency of the HMO's service, will be considered in the bidding process.

### **XIII. EVALUATION**

#### **A. Other Matters**

1. The OSG reserves the right to reject any or all proposals, or to waive any defect or informality thereon or minor deviations, which do not affect the substance and validity of any or all of the proposals.
2. The OSG reserves the right to reject the proposal of any proponent who:
  - a. Does not offer the required services as provided in this Terms of Reference;
  - b. Is discovered to have suppressed, disclosed or falsified information;
  - c. Failed to satisfactorily perform/complete any contract previously taken.
3. The HMO may provide for further restrictions and limits for each item under **VI. MINIMUM BENEFITS**, but in no case shall the items under **VII. EXCLUSIONS AND LIMITATIONS ON MEDICAL BENEFITS** be augmented or increased.
4. The OSG reserves the right to review other relevant information affecting the proponent or the proposal before the approval of the contract. Should such review uncover any misrepresentation made in the proposal documents, or any change in the situation of the proponent which affects the substance of his proposals, OSG may disqualify the proponent from obtaining the award/contract.

## **B. Bid Proposal**

1. The final "Financial Bid" and the proposed "Maximum Benefit Limit" shall be simultaneously considered.
2. The compliant bidder shall be evaluated in accordance with the following formula:

$$\text{Score} = \left[ 80 * \left( \frac{\text{Lowest Financial Bid}}{\text{Bidder's Financial Bid}} \right) \right] + \left[ 20 * \left( \frac{\text{Bidder's MBL}}{\text{Highest MBL}} \right) \right]$$