

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1 7
2. AMENDMENT/MODIFICATION NO. <b>A-002</b>	3. EFFECTIVE DATE <b>04/22/2014</b>	4. REQUISITION/PURCHASE REQ. NO. <b>PR3073736</b>	5. PROJECT NO. (If applicable)	
6. ISSUED BY <b>Contracting &amp; Procurement General Services Office, American Embassy Manila Seafront Compound, Roxas Boulevard, Pasay City</b>		7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)		(√)	9A. AMENDMENT OF SOLICITATION NO. <b>SRP380-14-R-0003</b>	
		<b>X</b>	9B. DATED (SEE ITEM 11) <b>03/20/2014</b>	
			10A. MODIFICATION OF CONTRACT/ORDER NO.	
			10B. DATED (SEE ITEM 13)	
FACILITY CODE				

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  --is extended,  is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter of telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(√)	A.	THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B.	THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
	C.	THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D.	OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copy to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

SRP380-14-R-0003 is being amended as follows:

- To issue the Minutes of the Pre-proposal Conference and Questions with corresponding Answers.
- To reflect changes in requirement under Section H.4.c.2 and include Gender Ratio information in Exhibit A as reflected in the attached revised pages 18 and 51 marked A-002.
- The submission date and time of 23 April 2014, no later than 4PM is further extended to **25 April 2014, no later than 4pm.**

All other terms and conditions remain unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type of print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or Print) <b>NENITA V. WHITAKER</b>	
15B. CONTRACT/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED <b>4/22/14</b>
<i>(Signature of person authorized to sign)</i>		<i>(Signature of Contracting Officer)</i>	

- (a) Administrative Records.
  - (1) The Contractor shall maintain life insurance files for each covered employee including receipts and proof of paid claims.
  - (2) The Contractor shall provide the COR with the necessary claim forms for each type of benefit that can be claimed under the contract. These forms shall specify a list of documents required to be appended to each claim and otherwise provide instructions for claim filing.
  - (3) The Contractor shall use the English spelling of the employees' names in all transactions.
- (b) RESERVED.
- (c) Payment of Life Insurance Benefits to Beneficiaries. The Contractor shall settle life insurance claims as follows:
  - (1) The Contractor shall provide forms for the designation of beneficiaries for the life insurance benefits to the COR. The COR shall have all enrolled eligible employees complete designation of beneficiary forms and keep them in their personnel folders, ORE staff folders. Upon the death of an enrolled employee, the COR shall provide this form to the Contractor.
  - (2) The Contractor shall pay the employee's named beneficiary, legal heir, or estate the total amount of the claim within 60 days from the date the Contractor receives a completed death claim or *final determination of disability*. Payment shall be computed on the basis of the coverage as defined in Section C.2.0 and its subparagraphs.

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H.5. REPORT REQUIREMENTS. The Contractor shall provide the following reports monthly. All reports must be received by the COR no later than the 10th day of each month. These reports shall report on the previous month's activities.

- (a) Employee Claims Report. The report will list all claims paid by the Contractor to a claimant, including the name of the claimant, date claim is received by the Contractor, and the amount claimed. This report shall also include all outstanding claims and a brief description of why claim has not been paid.

#### H.6. MISCELLANEOUS CONTRACTOR REQUIREMENTS

H.6.1. General. The Contractor shall take all such steps as are necessary, and obtain and pay for all permits, taxes and fees as are required by the *Philippine* government to establish and/or operate a commercial venture locally. A contract with the U.S. Government conveys no special privileges or immunities to the Contractor. The Contractor is an independent commercial concern and not a part of the U.S. mission. The

**EXHIBIT A  
EMPLOYEE STATISTICS**

Number of Employees	Average Age	Grade Level	MONTHLY SALARY RANGE	
			Minimum	Maximum
2	60	15	₱ 145,649.00	₱ 225,757.00
13	45	14	₱ 124,474.00	₱ 192,934.00
12	42	13	₱ 106,377.00	₱ 164,884.00
49	48	12	₱ 90,911.00	₱ 140,913.00
93	44	11	₱ 77,694.00	₱ 120,425.00
78	44	10	₱ 57,498.00	₱ 89,123.00
130	44	9	₱ 44,950.00	₱ 69,672.00
144	42	8	₱ 36,088.00	₱ 55,937.00
186	39	7	₱ 30,325.00	₱ 47,004.00
103	43	6	₱ 26,846.00	₱ 41,611.00
99	43	5	₱ 24,129.00	₱ 37,400.00
116	47	4	₱ 21,797.00	₱ 33,785.00
12	48	3	₱ 18,613.00	₱ 28,851.00
30	38	2	₱ 16,779.00	₱ 26,008.00
0	0	1	₱ 11,187.00	₱ 17,341.00
<b>1067</b>				

**GENDER RATIO:**

**MALE : 56.4%**  
**FEMALE : 43.6%**

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**MINUTES FROM PRE-PROPOSAL CONFERENCE  
OF 07 APRIL 2014  
RFQ No. SRP380-14-R-0003  
Group LES Life Insurance**

**Introduction**

Supervisory C&P Specialist, Ms. Belle Mecabalo welcomed all attendees and chaired the pre-proposal conference. Other USG Representatives were from the Human Resources Office, HRO/Joseph Bedessem, Noemi Baylon, Francis O'Dell, and Contracting & Procurement, Kristine Alcantara were also present and introduced themselves at the start of the conference.

**Discussion of the Solicitation Package**

The following sections of the solicitation were highlighted:

- 1) SF-33 cover sheet
- 2) Section B – Price
- 3) Section C – Description/Specification/Work Statement
- 4) Section F – Deliveries or Performance
- 5) Section G – Contract Administration Data
- 6) Section H – Special Contract Requirements
- 7) Section I – Contract Clauses
- 8) Section J – List of Exhibits/Attachments
- 9) Section K – Representations, Certifications, and other Statements of Offerors
- 10) Section L – Instructions, Conditions and Notices to Offerors
- 11) Section M – Evaluation Factors for Award

**OTHERS**

**The offerors were also reminded of the following:**

- 1) Deadline for submission of offers is on or before 4PM of 21 April 2014, at the C&P Office or at the Harrison Gate. No offers will be accepted after 4PM.
- 2) Value Added Tax (VAT) – VAT shall not be included in the firm fixed price as it is not applicable to this contract.
- 3) Price shall be in Philippine Pesos.
- 4) **52.222-50 Combating Trafficking in Persons.** As discussed by the Contracting Officer, the USG has a zero tolerance policy. Every instance of trafficking will be examined and could result in termination of employees or subcontractors, suspension of contract payments or contract terminations.
- 5) **FAR52.204-7, System for Award Management** – The Contractor should have an active registration to be eligible for award.

## QUESTIONS

Prospective offerors were instructed to submit written questions no later than COB on 08 April 2014.

The following questions were submitted after the conference. The answers are now being provided.

1. Q: We would like to ask if you had a group life insurance coverage and provider last policy year?

A: *Yes. Current provider is Philamlife.*

2. Q: Are we going to issue separate contract for the ORE staff?

A: *No. Please refer to Section B.1.1 of the solicitation on page 2*

3. Q: Kindly re-confirm the program's schedule of benefits under Section C.2.1 as:

- a. Benefit for death due to Natural causes - 26 times Monthly Basic Salary rounded off to the highest multiple of P1,000 not to exceed P2,500,000.00
- b. Benefit for death due to Accidental Causes - 42 times Monthly Basic Salary rounded off to the highest multiple of P1,000 not to exceed P3,800,000.00

A: *Please refer to Section C.2.1.1 and C.2.1.2 on page 6*

4. Q: Under Section G.4.1, separate Invoices are to be submitted for 5 agencies. Do we suppose correctly that 5 separate employee lists will also be provided?

A: *Yes, 5 separate employee lists will be provided.*

5. Q: Definitions Under Section C.3.0 -

- a. Disability, Total and Permanent – The definition in the contract makes no mention of a waiting period to determine that the disability is total and permanent. Most total and permanent disability definitions have a waiting period
- b. Is the Embassy's definition simply a generic one, hence, why no mention of a waiting period?

A: *The definition is a generic one.*

6. Q: Under Section H.4.C.2, the Insurer is to pay a claim within 60 days from the date of death or disability claim. Again, this is in relation to question #5 above. If the disability claim is filed after the waiting period, then no problem. Our concern lies if the disability claim is filed right after the accident and the waiting period is not met.

A: *The insurer will pay the disability claim within 60 days from the date of the final determination of disability. Refer to A-002 of the Solicitation.*

7. Q: Please expound on this paragraph under Section I. 52.232-19 (p. 24). Do we understand correctly that if funds are not available beyond September 30, 2014, then the Embassy will pre-terminate its policy?

*A: Unless the Contractor is notified otherwise, the US Government will not pre-terminate its policy.*

8. Q: Please clarify if Clause 52.204-7 is part of this solicitation, so we can properly determine if paragraph (d) of this provision applies for Section K.5.B (p.35)

*A: Yes. Please refer to Section I.1 on page 20*

9. Q: Please expound on what an inverted corporation is under Section K.10 (p.42).

*A: Please refer to FAR 52.209-10 as mentioned on page 42. You may use a network "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.*

10. Q: Please clarify the following under Section L.2, Summary of Instructions. When you say "completed Section K" or "complete Section B", do you mean we simply reproduce the entire section but with answers? E.g. For Volume 1, we include SF 33 and all of Section K (pp. 31-42) but with answers? The same with Volume 2, we include the entire Section B (pp.2-5), but with answers?

*A: Yes. Please refer to Section L.4 on page 43*

11. Please confirm that we are to enclose a representative sample of clients (about 20 accounts) in the last 3 years for Section L.4.3.2.1 (a).

*A: Yes. Requirement is for all clients "for the same or similar work" but if there are too many, a representative sample is acceptable.*

12. Q: We would like to double-check the statement by your team wherein "if the insured employee dies due to an accident, the family will receive a total benefit equivalent to 42x Monthly Basic Salary subject to a maximum of Ps. 3.8M".

*A: Please refer to Section C.2.1.2 on page 6*

13. Q: Will it be possible to get the list of employees with name (optional), gender, age or date of birth, position and monthly salary? If said information is unavailable we hope you can provide us the gender ratio (ex. 55% male; 45% female) of the group as this is vital in reviewing the account.

*A: Please refer to A-002 of the Solicitation, EXHIBIT A.*

14. What is the existing No Evidence Limit (NEL)?

*A: There is no existing NEL. All employees will be receiving full insurance coverage from the effective date of the contract.*

15. Is the RFP design for this year's bidding the same with your existing contract? Life and ADD only?

*A: Current contract is for Life only.*

16. Q: Based on section C, C.2.1.1 and C.2.1.2, your LIFE coverage is 26 times of monthly basic salary and ADD is only 42 times. Basic ADD rider coverage entitles members for "double indemnity" for accident related losses (26 times x 2 = 52 times monthly basic salary). Is the 42xMBS for the ADD rider on top of the 26xMBS of LIFE? For example, if death is due to accident, beneficiaries will receive 26 times plus 42 times of the employee's monthly basic salary?

*A: If death is by natural causes, the beneficiaries will receive an amount 26 times the monthly basic salary not to exceed ₱2,500,000. If death is accidental or work related, the beneficiaries will receive an amount 42 times the monthly basic salary not to exceed ₱3,800,000. Beneficiaries will not receive both amounts, it is one or the other.*

17. Q: Based on C.2.1.3 "Partial and Total Disability coverage", What is your definition of "Partial"? This is commonly offered as a separate rider(TPD), is this benefit embedded in the LIFE and ADD coverage already? Or is this just a schedule of ADD benefits? (for example, loss of limbs = \_\_%, loss of hearing = \_\_%)

*A: This is just a schedule of ADD benefits.*

18. Q: Can we submit a bullet type description on how we deal with stated scenarios and procedures for the management approach and technical part?

*A: There is no required format.*

## **Conclusion**

The discussion concluded and attendees were thanked for their presence and expression of interests in serving the U.S. Government. The meeting was adjourned.

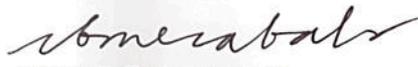
*Enclosure:  
Amendment 002*

Prepared by:



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Reviewed by:



**Cherry Belle S. Mecabalo**  
Supervisory C&P Specialist

Approved by



**Nenita V. Whitaker**  
Contracting Officer