

## Questions from Prospective Offerors:

1. **Question:** *Is this a new insurance or a transfer from another insurance company?*

**Answer:** *This is not a new insurance plan, therefore there are no pre-existing conditions applicable to the beneficiaries that are enrolled at the time of award of contract. So, it may be considered a transfer.*

2. **Question:** *In case of a transfer can you indicate which insurance company and can you provide the history of claims for the last 3 years (amount of claims paid / coverage/ premium and the number of period insured for each period)*

**Answer:** *Attached please find the history of claims for the years 2006, 2007, 2008, 2009 and 2010.*

3. **Question:** *Do we have to present the proposal in English?*

**Answer:** *The proposals have to be in the English language.*

4. **Question:** *The premium proposal for the base period has to be accompanied by a proposal for the following four option years. How does this relate to the adjustment of annual premium referred in Item B.4.1 page 5 of the solicitation.*

**Answer:** *As indicated in Item B.4.1 of the Solicitation "Premium Adjustment based on Experience - For health insurance, prices may be adjusted upward or downward based on the experience rating of the Mission(s) covered by this contract. No adjustment will be allowed during the first twelve months. After such time, the contractor or the Government may request an adjustment in premiums on an annual basis. Before any such adjustment is made, the contractor agrees to provide the Government a balance sheet showing two main components for the time period: (1) receipts (premiums received) minus the retention amount and (2) claims paid. The retention amount is not subject to adjustment. The Government reserves the right to have an independent third party review the balance sheet and make recommendations regarding the appropriateness of the requested adjustment. Any adjustment shall be subject to mutual agreement of the parties and shall result in a written modification to the contract. Any failure to reach agreement under this clause shall be subject to the procedures in the Disputes clause."*

5. **Question:** *On page 10 of the solicitation, Item C.1.1.8 is referred an annual deductible of 62,50 Euros for dental services outside the contractor's medical services network. However, in the Special Conditions, Caps and Deductible it indicates 60 Euros. Which amount should we consider?*

**Answer:** *The correct amount is €62.50 mentioned in Item C.1.1.8.*

6. **Question:** *In Section L.4.3 (a) (i), Page 53 of the solicitation, the Health Maintenance Organization (HMO) is referred. Does this correspond to an established Net Work of Providers?*

**Answer:** This corresponds to a net work of health care providers, meaning that a list of providers (hospitals, clinics, doctors and other medical facilities) must be furnished.

7. **Question:** Will the contract be handled by an insurance broker.

**Answer:** If the offeror decides that it would like to use a broker, the Embassy has no objection in dealing with a broker. If it is a local practice, the Embassy would not have any objection to using a broker services.

8. **Question:** Will you accept proposals with coverages and exclusions that are different from the solicitation.

**Answer:** No. Proposals have to be in accordance with Work Statement described in the Section C of the Solicitation.

9. **Question:** Who should be responsible to fill out the proposal's front page.

**Answer:** CO said that it would be up to the Embassy to fill out the front page, the Award Part, however the Offeror will have to fill out Item 15. through Item 18., as well as Item 14. "Acknowledgment of Amendments" in case there are amendments to the solicitation.

10. **Question:** One of participant asked if a contractor terminate the contract, for unforeseen reasons, before the end of 4 option years, for example at the end of third year?

**Answer:** Situations may arise when the contracted work does not run to completion. Two standard contract clauses are designed to cover this problem:

- "Termination for Convenience of the Government" clause, FAR 52.249-2.
- "Termination for Default" clause at FAR 52.249-8

*The decision to terminate is a unilateral right of the Government. Within State, only the Procurement Executive has the authority to approve award of a contract that lacks termination rights.*

*Both types of terminations can be either partial or total. All or any part of the work can be subject to the termination. The contractor must complete any portion of the work that the Government chooses not to terminate. The contractor has no contractual right to refuse to continue with the remaining work, because the contractor signed a contract giving the Government this unilateral right of termination.*

11. **Question:** Hospital emergency services are not referred in Exhibit A.

**Answer:** Exhibit A is merely a summary of the benefits. However, the medical emergency services are referred in C.1.2.3.1 and the respective co-payment is referred in C.1.1.3.

12. **Question:** *One of the participants asked if the insurance policy would cover treatments or surgeries abroad?*

**Answer:** *It will cover, on a reimbursable basis, only in emergency cases, and if the person(s) are already abroad on vacation or on official trips. Second opinions on treatments abroad, in any other circumstance, are not covered.*

13. **Question:** *One of the prospective offerors indicated that their policies do not have network for opticians, therefore claims for glasses or contact lenses are treated as out of the network. Would this fact be an impediment for ineligibility?*

**Answer:** *The fact alone should not be determinant to disqualify a proposal since our plan has both options, in and out of the network.*

14. **Question:** *If there is a dispute, which law prevails?*

**Answer:** *If there were evidences of the existence of fraudulent claims presented by the employees or health insurance providers, then Portuguese laws would prevail. Another example might be where there is a claim issue between an employee and the insurance company, it should be resolved between these two parties.*

*However, in breach of a contract claim, then it would be the United States law that will apply.*

Ratio History  
 Apólices N.º: 9021/20000073

	01.01.2006 / 31.12.2006	01.01.2007 / 31.12.2007	01.01.2008 / 31.12.2008 (Projeção)
<b>Insured Persons (média)</b>			
Employees	230	231	218
Spouses	105	105	100
Children	50	50	45
	75	76	73
<b>Commercial Premium</b>			
Employees	159,488.59 €	153,997.56 €	150,159.86 €
Spouses	748.51 €	748.51 €	748.51 €
Children	748.51 €	748.51 €	748.51 €
	571.29 €	571.29 €	571.29 €
<b>Ratio</b>			
Hospital	156,317.26 €	148,279.46 €	154,712.14 €
Childbirth	42,124.15 €	34,331.83 €	44,913.59 €
Appointments, Treatments Examinations	4,500.00 €	0.00 €	0.00 €
Dental Care	43,808.13 €	40,725.68 €	44,616.61 €
Drugs and Medicines	19,258.81 €	21,098.47 €	18,084.62 €
Posthesis/Orthothesis	3,813.22 €	3,784.81 €	2,896.45 €
	42,812.95 €	48,338.67 €	44,200.87 €
<b>Spending per Person</b>			
Excluding Hospital Reimbursement	679.64 €	641.90 €	709.69 €
	496.49 €	493.28 €	503.66 €
<b>Ratio</b>			
(Sin Ocorridos+Enc Aq.)/Commercial premium	108%	107%	116%

Embassy of the United States of America Policy 219/10832 Claims from 01/01/2009 to 31/12/2009 (Amounts in EUROS)	
Inside and Outside the Network	
Coverages	Claims Paid
Hospital	29,444.55
Appointments, Treatments, Exams	55,457.86
Medication	5,293.60
Prothesis/Orthoses	82,953.43
Dental Care	15,734.56
<b>Total Claims Paid</b>	<b>188,884.00</b>

Embassy of the United States of America Policy 219/10832 Claims from 01/01/2010 to 31/12/2010 (Amounts in EUROS)	
Inside and Outside the Network	
Coverages	Claims Paid
Hospital	37,456.25
Appointments, Treatments, Exams	39,458.25
Medication	3,369.28
Prothesis/Orthoses	36,557.21
Dental Care	18,558.94
<b>Total Claims Paid</b>	<b>135,399.93</b>