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### Exhibit A – Employee Data

## SECTION A INTRODUCTION

### **A.1. Type of Service**

The Contractor shall provide pension insurance services to locally-engaged staff of the missions of the Government of the United States of America in the Netherlands. The personal staff of: The Ambassadors, The Deputy Chief of Mission and the Consul General shall be allowed to participate at the option of the U.S. Government. The conditions for this pension plan are described in section C, and the data of the employees who shall be provided this insurance are listed in Exhibit A. Proposals must be based on the conditions in section C and the employee data provided.

## SECTION B PRICE

### **B.1. Scope**

Proposals should consist of premium and other costs (in euros) for active participants only, with a starting date on January 1<sup>st</sup>, 2010. A transfer of the already-accrued benefits is not anticipated. The plan will be funded by single annual premiums (startingskoopsommen).

### **B.2. PRICES**

#### **B.2.1. Premiums**

Offerors must propose a guaranteed basic premium for 10 years, and provide an open calculation of costs, to include the following information:

- Mortality table
- Discount rate
- Age corrections (for retirement pensions as well as partner's pension and orphan's pension)
- For the calculation of the partner's pension premiums:
  - to be insured on an accrual basis
  - to be calculated according to the company's standard partners frequencies and the standard age difference between male/female.
- Other, as needed

### **B.2.2. Additional costs**

Proposals must include annual prices based on the premium or reserve for the following components in the plan:

- administration costs
- guarantee fee
- solvency costs
- premium percentage for the waiver of premium in case of disablement
- reimbursement costs (excasso)

### **B.2.3. Commissions**

No commissions should be calculated in the premiums.

### **B.2.4. Special Services**

Provide fixed costs or hourly rates for calculations of:

- Allocation or conversion of pension benefits upon divorce or separation
- Transfer of individual pension benefits
- Other, as needed

### **B.2.5. Investments**

Proposals should include investment management options (See B.5. Profit Sharing), and be inclusive of costs for administration (annual report), management fees (TER) and transaction costs.

### **B.3. Price Adjustments**

Proposals must identify and explain the basis and frequency of any adjustments to prices.

### **B.4. Profit sharing**

Proposals must provide options for excess profit sharing, inclusive of the costs for administration and guarantee fees for the relevant profit sharing systems (in order of preference):

- Market value approach
- Separate account basis with a fixed discount rate
- Combination of ORA and funds (e.g. 20% equities, 80% notional loans)
- Excess profit sharing by notional loans.

## **SECTION C DESCRIPTION OF SERVICES**

### **C.1. PENSION PLAN**

The Contractor shall provide pension insurance services for the group pension plan for locally-engaged employees. The contract period will be ten (10) years, will be applicable as of January 1<sup>st</sup>, 2010, and will provide for the execution of the full administration for the plan and the management of the invested pension assets. The pension plan will incorporate the features listed in section C, based on employee data provided in Exhibit A.

### **C.1.1. Type of plan**

Defined benefit: Career average pay system

### **C.1.2. Eligibility**

All employees under the Local Compensation Plan are eligible to participate, as well as including temporary, on-call (WAE), and Official Residence employees. See Exhibit A for current (anonymous) list of eligible employees. This includes newly-hired employees entitled to pension benefits insured by another company in connection with previous employment. Such benefits may be transferred into the pension plan insured by the offeror.

### **C.1.3. Minimum or maximum entry ages**

Minimum entry age: 18 years.

Maximum entry age: none.

### **C.1.4. Service requirement to join the plan**

New hires may join the plan at the first day of the month after completing the one-month probation period.

### **C.1.5. Years of Service**

The service time in full months between the first day of the participation in the plan and the retirement day, weighted to account for part-time service. The service time will be increased, if applicable, with the service time that has been purchased based on a transfer of values out of the pension accrual at a former employer.

### **C.1.6. Normal retirement date**

First day of the month the participant reaches the legal retirement age as established by Dutch law (presently 65 years).

### **C.1.7. Pensionable salary**

Defined as annual basic salary + holiday allowance (8.2%) + 13th month (8.33%) + duty free bonus. (3.67%).

### **C.1.8. Pension base salary**

Defined as pensionable salary minus the offset (see C.1.10.).

### **C.1.9. Amount of benefit**

Per active year, 2% of the pension base salary of the relevant year is accrued. The benefit consists of the sum of the annual pension accruals from January 1<sup>st</sup>, 2010 up to the normal retirement date.

### **C.1.10. Offset**

The offset amount as of January 2010: € 13,350. The offset will be increased annually by the same percentage as set by law for the annual increase of the legal minimum offset.

#### **C.1.11. Contribution rates**

Participants will contribute 5% of annual pension base salary, to be deducted each bi-weekly pay period from gross salary. This contribution will be paid to the insurer upon receipt of invoice (see Section C.3.1.).

#### **C.1.12. Indexation**

Active participants:

- Conditional indexation targeting the wage index (index yet to be determined), with annual maximum 3%.
- Funded by the excess profit sharing in the contract, plus additional funding out of a separate indexation fund.

Inactive participants:

- Conditional indexation targeting the consumer price index, with annual maximum 3%.
- Funded by the excess profit sharing in the contract.

#### **C.1.13. Early/Late retirement**

Early retirement as of age 55, with benefit adjustment based on an actuarial recalculation. Late retirement possible up to age 70, with pension accrual only up to the legal retirement age per Dutch law (presently age 65).

#### **C.1.14. Disability: waiver of premium**

Full or partial waiver of premium in case of disability is available, according to six-classes system (standard measurement of disability under Dutch law.)

#### **C.1.15. Disability benefits**

The income replacing allowances in case of disablement will not be insured as part of the group pension plan.

#### **C.1.16. Partner's pension**

Pension for partners amounts to 70% of the projected retirement pension, and insured on a pension saving basis. Partner's pensions are to be paid as of the first day of the month in which the participant dies until the end of the month the beneficiary dies.

#### **C.1.17. Orphan's pension**

Orphan's pension is 14% of the projected retirement pension, and will be doubled in case both parents have died. Orphan's pensions will be paid until the age of 21 (or 27 in case of studying or disabled).

#### **C.1.18. Exchange partner's pension**

Plan will include the possibility to exchange a part of the partner's pension at the retirement date into a higher retirement pension, based on a standard insurer's exchange-rate.

### **C.1.19. Level differentiation at retirement**

Plan will allow for differentiation in payment during first years after retirement (max. 10 years), with the lower pension no lower than 75% of the higher pension. Differentiation table as established by insurer.

### **C.2. PROFIT SHARING**

Proposals must provide options for excess profit sharing – See section B.5. for details. Any excess shared profits that result may be used to fund indexation.

### **C.3. ADMINISTRATION**

Proposals must outline a Service Level Agreement to include the following elements (see Section C.5. Communications for additional requirements):

- Administration of participants' accrued benefits
- Overall management of the contract
- Management of data changes: salary changes, data file changes (births, marriages, divorces etc.)
- Payments of pensions
- Premium collection
- As-needed calculations, for example:
  - Allocation or conversion of pension benefits upon divorce or separation
  - Transfer of individual pension benefits
  - Other

#### **C.3.1. Invoices**

Invoices for payment shall be submitted quarterly to the following address (designated billing office only for the purpose of submitting invoices):

U.S. Embassy

Attn: Financial Management Officer

Lange Voorhout 102

2514 EJ The Hague

#### **C.3.2. Currency**

Payment shall be made in euros.

#### **C.3.3. Erroneous Payments**

If the Government becomes eligible for a refund of payment because of erroneous overpayment or other cause, the Contractor shall refund the amounts or use them to offset future payments owed by the Government, whichever the Government prefers. The Contractor shall refund any refunds not complete or discovered after the completion date of this contract.

#### **C.3.4. Contract Extension**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. Proposals must include an option to extend the period of performance by up to six months beyond the expiration of the contract. The Contracting Officer may exercise the option by written notice to the Contractor at least six months prior to the expiration of the contract.

### **C.3.5. Contract Renewal**

The contract will expire as of December 31, 2019. The contract will automatically renew for an additional 10-year period, unless written notice of intent to terminate is given by either party at least six months prior to the date of expiration.

### **C.3.6. Benefit Transfer**

Proposals must allow for and outline conditions for transferring pension benefits to another pension insurance provider at the expiration of the contract.

### **C.3.7. Availability of Funds for the Next Fiscal Year**

Funds for payment under this contract will not be available beyond 30 September of each Government Fiscal Year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 30 September of each Government Fiscal Year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Human Resources Officer.

### **C.3.8. Modifications**

All modifications to the contract will be made in writing by the Contracting Officer.

### **C.3.9. Contracting Officer's Representative (COR)**

The mission's **Human Resources Officer** is designated as Contracting Officer's Representative (COR) for this contract. This designee is responsible for inspection and acceptance of services, to include review of Contractor invoices, and any other required documentation. The COR may provide technical advice, substantive guidance, inspections, invoice approval, and other purposes as deemed necessary.

### **C.3.10. List of Participants**

The COR shall maintain updated list of employees insured, which will supersede the initial list provided under this contract and as reported to the Contractor.

### **C.3.11. Limitation of Authority**

The COR may not change the terms and conditions of the contract. While the COR is authorized to provide the Contractor with updated listings of eligible employees and dependents, only the Contracting Officer may modify the contract on behalf of the Government, since only the Contracting Officer can obligate funding and commit the Government.

## **C.4. MANAGEMENT OF ASSETS**

Proposals must provide details on investment structure for pension reserves and asset management services. Investment options as applicable for the different profit sharing system(s) must be provided (see Section B.5. Profit Sharing). Asset management strategies must comply fully with Dutch law.

## **C.5. COMMUNICATIONS**

The Contractor must provide standard reports and disclosures to participants and the Government as required by Dutch law.

### **C.5.1. Communication with Participants**

The Contractor must provide brochures, presentations, and a website or internet portal for use by participants. These resources must set forth a complete description of the pension benefits to be insured under this contract. Brochures shall be provided in sufficient quantities so that each covered employee receives a copy.

The Contractor must provide a single point of contact (POC) for participants. This POC must be knowledgeable about this contract and the features of the pension benefit. In addition, participants must have access to a helpdesk for administrative matters. All resources provided must be available in both Dutch and English.

### **C.5.2. Communication with the Government**

Proposals must detail reports to be provided to the Government, to include current account overviews and periodic reports on the status of the pension plan. Such reports must analyse expected liabilities for the Government under the terms of the pension plan.

Proposals must also outline the administrative procedures to be made available to the Government, including:

- the name of a client relationship manager or contract administrator, and
- availability of an interactive internet tool for direct administrative procedures.

All reports shall be delivered to the following address:

U.S. Embassy  
Attn: Human Resources Officer  
Lange Voorhout 102  
2514 EJ The Hague

## **SECTION D INSPECTION AND ACCEPTANCE**

### **D.1. QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)**

This plan is designed to provide an effective surveillance method to promote effective contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor contractor performance, advise the contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to conduct quality assurance to ensure that contract standards are achieved.

Performance Objective	Performance Threshold
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<p><u>Services.</u> Performs all the insurance services set forth in Section C.</p>	<p>All required services are performed and no more than one (1) customer complaint is received per month</p>
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### **D.2. Surveillance**

The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

### **D.3. Standard**

The performance standard is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action under Dutch law if the number of complaints exceed the standard.

## **SECTION E REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

### **E.1 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION**

(a) The offeror certifies that

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be certification by the signatory that the signatory -

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above ***(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization)***;

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(iii) as an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) if the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

## **E.2 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS**

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) **Are \_\_ are not \_\_** presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) **Have \_\_ have not \_\_**, within a three year period preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property; and

(C) **Are \_\_ are not \_\_** presently indicated for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror **has \_\_ has not \_\_**, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purpose of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies

available to the Government, the Human Resources Office may terminate the contract resulting from this solicitation for default.

### **E.3. Authorization and Performance**

(a) The contractor warrants the following:

- (1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
- (2) That it has obtained all necessary licenses and permits required to perform this contract; and,
- (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a).

### **E.4. Licensing Information**

The offeror shall include a notarized copy of the most current license/certificate/- accreditation, which demonstrates that the offeror is licensed/certified/accredited or otherwise authorized by the Government of the Netherlands or its agent (e.g., insurance commission, board) to provide pension insurance to persons (to include organizations, companies, groups) within the host country. If the offeror is not licensed/certified/accredited or otherwise authorized by the government of the Netherlands it must demonstrate that it is licensed/certified/accredited by a government other than the Netherlands to provide pension insurance for persons in the Netherlands and must demonstrate its capacity to provide group pension insurance in the Netherlands to meet the minimum requirements and other conditions set forth in this request.

Failure to demonstrate that the offeror is an authorized insurance company permitted to write and administer pension insurance schemes in the Netherlands shall be grounds for rejection of the proposal.

### **E.5. Financial Statement**

The offeror shall provide a current statement of its financial condition, certified by a third party. This current statement shall include:

- Income (profit-loss) Statement that shows profitability for the past 5 years;
- Balance Sheet that shows the assets owned and the claims against those assets, or what a firm owns and what it owes; and
- Cash Flow Statement that shows the firm's sources and uses of cash during the most recent accounting period. This will help the Government assess a firm's ability to pay its obligations.

The Government will use this information to determine the offeror's financial responsibility and ability to perform under the contract. Failure of an offeror to comply with a request for this information may cause the Government to determine the offeror to be nonresponsible.

## **SECTION F**

## **INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

### **F.1. Submission of Offers**

This solicitation is for the provision of pension insurance services as described in Sections A through D, under the terms and conditions set forth herein.

### **F.2. Delivery of Proposals**

The offeror shall submit a complete proposal by 12:00, November 6, 2009, to the following address:

U.S. Embassy  
Attn: GSO/Contracting Officer  
Lange Voorhout 102  
2514 EJ The Hague

### **F.3. Contents of Proposals**

The proposal shall be divided into the following sections, and conform to the detailed instructions as set forth below.

- 1) - Price Proposal (Section B)
- 2) – Profit Sharing Proposal (Section B.5.)
- 3) – Administration (Section C.3.)
- 4) – Management of Assets (Section C.4.)
- 5) – Communications (Section C.5.)
- 6) – Licensing, Representations and Certifications (Section E) – Proposals must include the text of Sections E.1. through E.3. with all blanks completed with relevant information and all certifications and representations made.

## **SECTION G EVALUATION FACTORS FOR AWARD**

### **G.1. Evaluation of Proposals**

To be acceptable and eligible for evaluation, proposals must be prepared in accordance with Section F -INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS, and must meet all the requirements set forth in the other sections of this solicitation. Acceptable proposals will be evaluated pursuant to this section, and award shall be made as set forth in G.3 below.

### **G.2. Overall Evaluation**

Proposals will be evaluated in two phases: a technical evaluation to determine the acceptability of the offer to the request's technical requirements; and a price evaluation to determine the total evaluated price proposed by each offeror.

The Government will make a responsibility determination by analyzing whether the apparent successful offeror complies with the following requirements:

- adequate financial resources or the ability to obtain them;
- ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;

- satisfactory record of integrity and business ethics;
- necessary organization, experience, and skills or the ability to obtain them;
- necessary equipment and facilities or the ability to obtain them; and
- otherwise qualified and eligible to receive an award under applicable laws and regulations.

### **G.3. Award Selection**

The award selection will go to the lowest priced, technically acceptable, responsible offeror. Award may be made based upon initial offers, without discussions. The offeror must also be licensed/certified/accredited as described in Section G.5.(ii) below.

### **G.4. Fixed Prices**

Offerors must propose a guaranteed basic premium for 10 years, and base other costs upon the premium or reserve, or provide a fixed hourly rate. Prices must cover all services outlined in Section C. Proposals that do not structure pricing in this way cannot be evaluated for the total requirement and will be rejected.

### **G.5. Technical Evaluation**

Offers will be evaluated on:

(i) meeting each of the individual mandatory requirements for pension insurance as specified in this request. The Government may reject as technically unacceptable proposals that fail to provide the benefits required by the solicitation. Attention will be paid to offeror's ability to provide quality service, both in administering the plan, communicating with participants and the Government, and managing the pension reserve.

(ii) the demonstration that the offeror is licensed/certified/accredited or otherwise authorized by the government of the Netherlands or its agent (e.g., insurance commission, board) to provide pension insurance to persons (to include organizations, companies, groups) within the host country. If the offeror is not licensed/certified/accredited or otherwise authorized by the government of the Netherlands, it must demonstrate that it is licensed/certified/accredited by a government other than that of the host country to provide pension insurance for persons in Netherlands and must demonstrate its capacity to provide pension insurance in the Netherlands to meet the minimum requirements and other conditions set forth in this solicitation; and,

(iii) meet all other terms and conditions set forth in this solicitation.

### **G.6. Award Without Discussions**

Offerors are reminded that the Government may award this contract based on initial proposals and without holding discussions.

For employee data to complete proposal please contact:

U.S. Embassy HRO  
Jamie Armstrong  
070-310-2251