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|--|--|---------------------------------|---|--------------------------------|--|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | | 1. CONTRACT ID CODE | PAGE OF PAGES 1 1 |
| 2. AMENDMENT/MODIFICATION NO. A0001 | | 3. EFFECTIVE DATE 03-11-2013 | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) | |
| 6. ISSUED BY American Embassy Kuala Lumpur. General Services Office 376, Jalan Tun Razak, 50400 Kuala Lumpur | | | 7. ADMINISTERED BY (If other than Item 6) | CODE | |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) | | | | (X) | 9A. AMENDMENT OF SOLICITATION NO. SMY30013R0002 |
| | | | | X | 9B. DATED (SEE ITEM 11) 01-31-2013 |
| | | | | | 10A. MODIFICATION OF CONTRACT/ORDER NO. |
| | | | | | 10B. DATED (SEE ITEM 13) |
| CODE | | 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 or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT 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 your 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)
Not applicable

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

| | |
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| CHECK ONE | 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. |
| X | 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 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
The Solicitation number, SMY30013R0002 is hereby amended to reflect the following:

- Contract Solicitation number is changed from SMY30013R0002 to SMY30013R0001 (page 1 of 53)
- Clause 6.1. Base year of the Contract. Period of performance amended from nine (9) to ten (10) months. (page 2 of 53)
- Section F Deliveries & Performances. Period of Performance changed from nine (9) to ten (10) months. (page 12 of 53)
- Inclusion of additional local holidays. (page 28 of 53)
- Section M, Evaluation of Options amended from 9 to 10 months (page 52 of 53)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

| | | | |
|---|------------------|--|-------------------------------|
| 15A. NAME AND TITLE OF SIGNER (Type or print) | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Brian D. Ascher - AGSO | |
| 15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign) | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA (Signature of Contracting Officer) | 16C. DATE SIGNED 3/11/2013 |

SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)

RATING

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| | | | | |
|--------------------------------------|---|---|-------------------------------------|-----------------------------|
| 2. CONTRACT (Proc. Inst. Ident.) NO. | 3. SOLICITATION NO. SMY30013R0001 | 4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP) | 5. DATE ISSUED 01/31/2013 | 6. REQUISITION/PURCHASE NO. |
|--------------------------------------|---|---|-------------------------------------|-----------------------------|

| | | |
|---|------|--|
| 7. ISSUED BY GENERAL SERVICES OFFICE AMERICAN EMBASSY KUALA LUMPUR. 376, JALAN TUN RAZAK, 50400 KUALA LUMPUR. Phone: 03-2168 4989 Fax: 03-2168 4948 | CODE | 8. ADDRESS OFFER TO (If other than item 7) |
|---|------|--|

NOTE: In sealed bid solicitation "offer" and "offeror mean "bid" and "Bidder".

SOLICITATION

9. Sealed offers in original and 2 copies for furnishing the supplies or services in the Schedule will be received at the place specified, in the depository located in (refer block 7) until 1200 hours local time on 03/26/2013.

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L. Provision No. 52.215-1 Deviation. All offers are subject to all terms and conditions contained in this solicitation.

| | | |
|---------------------------|-----------------------------------|--|
| 10. FOR INFORMATION CALL: | A. NAME ANDREW SANTIAGO | B. TELEPHONE NO. (Include Area Code) (NO COLLECT CALLS) 03-2168 4989 |
|---------------------------|-----------------------------------|--|

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OFFER (Must be fully completed by offeror)

NOTE: ITEM 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (120 calendar days unless a different period is instead by the offer) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

| | | | | | |
|---|--------|--------------------|--------------------|--------------------|-----------------|
| 13. DISCOUNT FOR PROMPT PAYMENT (See section I, Clause No 52.232-8) | SEE 14 | 10 CALENDAR DAYS % | 20 CALENDAR DAYS % | 30 CALENDAR DAYS % | CALENDAR DAYS % |
|---|--------|--------------------|--------------------|--------------------|-----------------|

| | | | | |
|--|---------------|------------|---------------|------|
| 14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the solicitation for offerors and related documents numbered and dated :) | AMENDMENT NO. | DATE | AMENDMENT NO. | DATE |
| | A0001 | 03/11/2013 | | |
| | | | | |

| | | | |
|----------------------------------|------|----------|---|
| 15A. NAME AND ADDRESS OF OFFEROR | CODE | FACILITY | 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) |
|----------------------------------|------|----------|---|

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|--|---|---------------|----------------|
| 15B. TELEPHONE NO. (Include area code) | 15C. CHECK IF REMITTANCE ADDRESS [] IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE | 17. SIGNATURE | 18. OFFER DATE |
|--|---|---------------|----------------|

AWARD (To be completed by Government)

| | | |
|---|---|---|
| 19. ACCEPTED AS TO ITEM NUMBERED | 20. AMOUNT | 21. ACCOUNTING AND APPROPRIATION |
| 22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)() | | 23. SUBMIT INVOICES TO ADDRESS SHOWN IN See G.2 (4 copies unless otherwise specified) |
| 24. ADMINISTRATION BY (If other than Item 7) CODE | | 25. PAYMENT WILL BE MADE BY CODE |
| 26. NAME OF CONTRACTING OFFICER (Type of print) | 1. UNITED STATES OF AMERICA (signature of contracting officer) | 2. AWARD DATE |

PART II PRICE - GROUP LIFE INSURANCE

B.1. to B.4. RESERVED

B.5. GROUP LIFE INSURANCE SERVICES

The Contractor shall provide the Group Life Insurance services described herein to employees of the Government of the United States of America in Malaysia. The groups of employees who shall be provided this insurance are listed in C.2.3. This insurance shall be provided in accordance with Section C and the Exhibits in Section J.

B.5.1. Official Residence Expense (ORE) Staff and Personal Service Contracts (PSC) are included under this contract only as a rider; the Contractor shall bill the Chief of Mission and Deputy Chief of Mission (for ORE Staff), separately, at the rates specified below. See Section G for billing procedures.

B.6. GROUP LIFE INSURANCE RATES

This is a fixed-price with economic-price- adjustment-requirements type contract under which the Government will issue firm-fixed price task orders. The fixed prices/premium rates in local currency per one thousand for the term life insurance services, accidental death and dismemberment and partial and total disability coverage are as follows:

B.6.1. BASE YEAR OF CONTRACT

Yearly Rates per Employee:

| Type of Insurance | Fixed Premium rate (per 1,000) of salary | Estimated Sum Assured (in thousands) | Total Premium | GST (6%) | Total Price |
|------------------------------------|--|--------------------------------------|---------------|----------|-------------|
| Basic Life (GTL) (Natural Death) | | | | | |
| Accidental Death and Dismemberment | | | | | |
| Total Disability Coverage | | | | | |

Total Price for 10 months: _____

- Estimated Sum Assured = Monthly Payroll for all covered individuals x 36 months
- Total Premium = Fixed premium rate X estimated sum assured (in thousands)
- Total Price = Total Premium + Government Sales Tax (GST)

SECTION F DELIVERIES OR PERFORMANCE

F.1. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov> to see the links to the FAR. You may also use a network "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

52.242-15 Stop Work Order (AUG 1989)

52.242-17 Government Delay of Work (APR 1984)

F.2 PERIOD OF PERFORMANCE. The performance period of this contract is ten (10) months beginning on April 1st 2013 to Jan 31st 2014.

F.3 OPTIONS

(a) The Government may exercise the option set forth at Section I, "FAR 52.217-8, Option to Extend Services".

F.4 REPORTS AND OTHER DELIVERABLES

All reports and other deliverables required under this contract shall be delivered to the following address:

Human Resource Office,
American Embassy,
376, Jalan Tun Razak,
50400 Kuala Lumpur.

experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the contractor shall observe the requirements of 22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE
(APR 2004)

All work shall be performed between 7.45 a.m to 4.30 pm from Mondays to Fridays except for the holidays identified below. Other hours may be approved by the Contracting Officer's Representative. Notice must be given 24 hours in advance to COR who will consider any deviation from the hours identified above.

(a) The Department of State observes the following days as holidays:

| | |
|-------------------------------|-----------------------|
| New Year's Day | Thaipusam |
| Martin Luther King's Birthday | Federal Territory Day |
| Washington's Birthday | Chinese New Year |
| Memorial Day | Wesak Day |
| Independence Day | Hari Raya Puasa |
| Labor Day | National Day |
| Columbus Day | Hari Raya Qurban |
| Veterans Day | Deepavali |
| Thanksgiving Day | Malaysia Day |
| Christmas Day | King's Birthday |
| | Workers Day |

Any other day designated by Federal law, Executive Order or Presidential Proclamation.

(b) When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(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.

the Government will receive the award. This profit sharing credit plan will be part of the resultant contract.

M.4. FIXED PRICES

Offerors must propose fixed prices for the coverage identified in Section B - SERVICES AND PRICES. Proposals that do not include fixed prices cannot be evaluated for the total requirement and will be rejected.

M.5. TECHNICAL EVALUATION. Offers will be evaluated on:

(i) meeting each of the individual mandatory requirements/minimums for life insurance coverage specified in Section C through H and the Exhibit(s). The Government may reject, as technically, unacceptable proposals that:

(a) fail to provide the minimum benefits required by the solicitation; or

(b) offer additional benefits not required by the solicitation (even though there is no increase in the price).

(ii) the demonstration that the offeror is licensed/certified/accredited or otherwise authorized by the government of Malaysia or its agent (e.g., insurance commission, board) to provide life insurance coverage 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 Malaysia, it must demonstrate that it is licensed/certified/accredited by a government other than that of the host country to provide life insurance for persons in Malaysia and must demonstrate its capacity to provide life insurance benefits in Malaysia 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.

M.6. 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

The Government will evaluate offers for award purposes by adding the total price for all ten (10) months.

M.7. PRICE EVALUATION

For the purpose of evaluation, and for no other purpose, evaluation of prices submitted will be made on the basis that the Government will order the estimated quantities shown in Section B – SERVICES AND PRICES, of this solicitation.

M.8. SEPARATE CHARGES

Separate charges, in any form, are not solicited. For example, proposals containing any charges for failure of the Government to exercise any options will be rejected. The Government