

2. AMENDMENT/MODIFICATION NO. Six (6)	3. EFFECTIVE DATE 03/04/2011	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
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6. ISSUED BY Office of Acquisition & Assistance USAID/Afghanistan American Embassy, Great Massoud Road Kabul, Afghanistan	7. ADMINISTERED BY (If other than Item 6) CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) All Offerors	(X)	9A. AMENDMENT OF SOLICITATION NO. 306-11-0015
		9B. DATED (SEE ITEM 11) 01/28/2011
		10A. MODIFICATION OF CONTRACT/ORDER NO.
		10B. DATED (SEE ITEM 13)

**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 one (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 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)  
N/A

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

(X)	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)

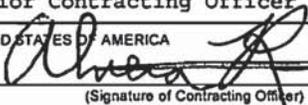
**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

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

The purposes of this amendment are to:

1. answer questions received from offerors - see attachment A hereof.
2. amend the RFP as further described on the continuation pages hereof.

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) N/A	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Alvera Reichert Senior Contracting Officer
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 3/04/11

**Amendment of Solicitation/Modification of Contract (SF-30)**  
**Solicitation Amendment 6**  
**Continuation Pages**  
**Request for Proposal (RFP) 306-11-0015**  
**Energy & Water Indefinite-Quantity Contract (IQC)**

**1. Section F.7(c) is deleted and replaced with the following (changes in bold italics):**

(c) Request for Task Order Proposal (RFTOP)

(1) Individual task orders shall clearly describe all services to be performed or supplies to be delivered so the full cost or price for the performance of the work can be established when the order is placed. Orders shall be within the scope, issued within the period of performance, and be within the maximum value of the contract. The TOCO is responsible for making the final determination as to whether or not the task order Statement of Work is within the scope of the IQC. Only the IQC Contracting Officer may modify the basic contract to change the scope, period, or maximum ceiling.

(2) Unless one of the Fair Opportunity Exceptions in Section F.6.(b) applies, the terms of this contract require that whenever a task order award is contemplated, all the Contractors will receive a RFTOP to determine the most highly qualified IQC holder. All task order proposals must include the Contractor's cost or price to perform the anticipated task order. The RFTOP must be in writing (via mail, e-mail, or fax as set forth in the RFTOP) and include a description of the intended services and evaluation procedure, including the relative weighting of cost/price and non-cost/price criteria. If the selection may be based upon information obtained from other than the Contractor's proposals, the RFTOP must identify the other evaluation criteria. The evaluation may be based solely on cost/price, but may also include one or more technical factors such as corporate experience, personnel, or relevant past performance (in other contracts as well as in earlier orders under this contract, including quality, timeliness, cost control, and using small business concerns). When making the final selection, the TOCO should also consider the potential impact on other orders placed with the Contractor and the minimum ordering requirements of the contract.

(3) All the Contractors interested in being considered for the task order must submit a proposal in accordance with the TOCO's RFTOP instructions. The information that the TOCO requests from each Contractor must be the minimum needed.

(4) To obtain services or other deliverables that are within the scope of this contract, the TOCO may issue orders using any of the pricing types specified in the contract.

(5) The Contractor(s) must respond to the RFTOP within the number of calendar days stated in the RFTOP.

(6) No separate payment will be made to the Contractor for the cost to prepare, submit and/or negotiate a task order proposal.

(7) The Contractor must not commence work until authorized by the TOCO.

(8) The environmental conditions in Section H.21 must be addressed in accordance with the Initial Environmental Examination (IEE) for the IQC. Separate IEE's must be completed for each task order.

(9) The Contractor ***must provide performance and payment bonding in accordance with the terms of the IQC and as specified by the TOCO.***

(10) The Contractor, after the completion of the project and upon release of the performance bond must provide warranty bonding ***in accordance with the terms of the IQC and as specified by the TOCO.***

(11) The Warranty Bond is released upon final turnover of the constructed structure.”

**2. Section I.1 is amended to add the following clause:**

***52.228-14 IRREVOCABLE LETTER OF CREDIT DEC 1999***

**3. Section L.9(m) is deleted and replaced with the following (changes in bold italics):**

“(m) Part 13 - Performance Bonds and Surety / Evidence of Ability to Obtain Bonding

***Offeror must submit documentation demonstrating the extent to which it is able to provide performance and payment bonding or alternatives to bonding as prescribed by FAR 52.228-15 and/or FAR 52.228-14. Offerors are advised that the contracting officer will determine bonding requirements for task order one and subsequent task orders based upon availability of bonding or alternatives and in accordance with the terms of the IQC and FAR. Offerors are further advised that ability to provide bonding and/or bonding capacity will be one of the considerations of the Contracting Officer when evaluating offeror financial resources as part of the determination of responsibility. However, bonding ability/capacity will not, by itself, be a sole consideration that would result in a determination of non-responsibility.”***

**Attachment A**  
**Request for Proposal (RFP) 306-11-0015 Amendment 6**  
**Energy & Water Indefinite-Quantity Contract (IQC)**  
**Responses to Potential Offerors' Questions**

Potential offerors have raised the following questions regarding the request for proposal for the Energy & Water IQC. To assure that all offerors are treated fairly, the questions are answered herein so that all offerors receive the same information. In general the questions are presented as submitted by potential offerors. However, some questions may have been edited or paraphrased by USAID. USAID's responses to the questions appear in italics after the question.

1. **Question:** We consider USAID's payment and performance bonding requirements to be inconsistent and we are finding limited or no availability of bonding for work to be performed in Afghanistan. We also feel USAID's bonding requirements may limit competition on this procurement.

*Answer: USAID seeks proposals from all interested and responsible offerors. Therefore, RFP Sections F.7(c), I.1, and L.9(m) have been amended as noted in this amendment 6.*

2. **Question:** You give the impression that USAID is looking for two separate proposal volumes (one for energy, one for water) in addition to the separate proposal volume for TO1 and a separate proposal volume for the Cost/Business proposal, for a grand total of four proposal volumes. Is USAID looking for 4 completely separate proposal volumes here?

*Answer: Yes, separate proposal volumes.*

3. **Question:** Can Offerors submit 1 Basic IQC proposal that addresses the criteria in section L.8.d, and covers the SOW as outlined in Section C, since the majority of this information applies to the Offeror's technical capability as an organization as a whole (i.e., Corporate capabilities, management approach to completing the work, etc.)? Or should each separate response include the necessary information found in section L.8.d, numbers (1) through (4)? Meaning we would submit a separate corporate and institutional capabilities section, a separate management approach, separate past performance, and separate personnel for EACH proposal (energy and water) even though there will be duplication among the sections?

*Answer: Separate sections.*

4. **Question:** If USAID requires two separate proposals (one for energy, one for water), as indicated in Question 10 of the Q&As, Amendment 3, What information should be included in the 12-page response for water and the 15-page response for energy?

*Answer: The RFP provides sufficient guidance on the content of the proposals.*