



USAID
FROM THE AMERICAN PEOPLE

ASIA

REQUEST FOR PROPOSAL (RFP)

<p>A. RFP no. and Date:</p> <p>B. Subject:</p> <p>C. Issuing Office/Section:</p>	<p>019/2022 – August 08, 2022</p> <p>Air conditioning improvement and smoke detector modification project</p> <p>USAID RDMA, Regional Executive Office 25th Fl, Athenee Tower 63 Wireless Road, Bangkok 10330, Thailand</p>
<p>D. Closing date for receipt of proposal:</p>	<p>August 18, 2022 – (4pm, Bangkok Time)</p>
<p>E. Type of Award:</p>	<p>Fixed Price – Purchase Order</p>
<p>F. Basis for Award:</p>	<p>Soliciting competition, evaluation of proposals or offers, award and documentation (FAR Part 13.106)</p>

Description of Requirements

The United States government, represented by the U.S. Agency for International Development (USAID), Regional Development Mission Asia (RDMA) invites qualified companies/individuals to submit proposals of the services specified below. This is to support the operation of USAID/RDMA, Bangkok Thailand.

Proposal submission and questions regarding this Request for Proposal (RFP) shall be **ONLY** via email to BANGKOKUSAIDPROC@usaid.gov by the time/date specified above.

The award of a contract hereunder is subject to the availability of funds. Issuance of this RFP does not constitute an award or commitment on the part of the U.S. Government, nor does it commit the U.S. Government to pay for costs incurred in the preparation and submission of a quotation. **Please be advised that all interested parties are required to be registered in Dun and Bradstreet and are subject to SAM registration before an award can be made.** Information on obtaining the Data Universal Numbering System (DUNS), can be found at this website: <http://fedgov.dnb.com/webform>. Offerors are also required to register their business on the U.S. Government’s System for Award Management (SAM) at www.sam.gov. Information on this process for foreign vendors is available [here](#). Prospective offerors are encouraged to register in SAM prior to the submittal of proposals.

USAID/REXO
AIR CONDITIONING IMPROVEMENT and SMOKE DETECTOR MODIFICATION
Scope of Work

I. Introduction

The U. S. Agency for International Development (USAID) in Bangkok, Thailand plans to rectify an additional air conditioning system located at Office 2543, Office 2523, and PAC Room on the 25th Floor, together with Smoke Detector Modification at ROFM Filing Room on the 24th floor. These improvements and modifications will be performed at Athenee Tower, Lumpini, Pathumwan, Bangkok, Thailand. The contract type shall be firm-fixed price.

II. Background

The USAID air conditioning system is the key system for the office management in creating a positive working environment and working performance during operation. REXO/PPM has received several requests to adjust the air temperature from the staff being assigned to these areas due to the higher temperature. As studied and surveyed with the Athenee Building Facility Management, and our contractor, many of the additional branches of air ducts generate less air flows in terms of cubic feet per minute (CFM) as expected, and the out of reach of the inefficient variable damper which is to control and stabilize air flows. These are found at Office 2543, Office 2523, and PAC Room on the 25th Floor. The solutions for the refication is urgently required and implemented.

We also found the inefficient smoke detector during the preventive maintenance for the fire protection system advised from the manufacturer and service provider on July 4, 2022 that the smoke detectors installed at ROFM Filing Room are not required, and would apply inefficient use of FM-200 to be provided in main facial area at the server room. The removal of two smoke detectors at the filing room together with one sprinkler installation is necessary for ratification in utilizing the security and fire protection system effectively.

III. Product and Services Required

General:

The Contractor shall perform the works per details specified in the referenced drawings and specifications. The works shall consist of the following:

- Provide a solution for air condition improvement of Office 2543, Office 2523, and PAC Room on the 25th Floor, together with Smoke Detector Modification at ROFM Filing Room on the 24th floor that shall be implemented and effective with the new, or similar, and good quality of equipment of the existing system.
- Install, Program, and Configure the additional air conditioning system as appropriate and compatible with the Athenee Tower current and the existing air conditioning and security system.
- Provide sufficient technical information (materials, sizes, drawings, etc.) for approval prior to actual installation.
- Provide product and material replacement in case of failure within a 12 month period from the installation completion date.
- Twelve months warranty from the installation completion date.
- Coordinate with Athenee Tower building on the list of personnel, and schedule to work in the building, per building guideline.

- The bidders will be required to participate in the space/site survey for the work installation area and the as -built drawings will be provided upon request.

Locations:

- Office 2543, Office 2523, and PAC Room on the 25th Floor
- ROFM Filing Room on the 24th floor

Safety:

Observe and enforce all construction safety measures required by the Thai Labor Code, Local Building Codes, Workers Compensation Board, Municipal Statutes and Authorities. When conflict arises, the code or statute, which is more stringent, shall apply. If any personnel are injured, the Contractor is solely responsible for such injury.

Powered equipment must be in good condition. Electrical and other utility connections must be properly made. Extension cords will be heavy-duty types suitable for the load involved.

Quality Control:

Maintain quality control over materials, suppliers, manufacturers, products, services, site conditions, and workmanship to produce work of specified quality.

The product quality is to be determined by the USAID/ Regional Development Mission for Asia (RDMA) - Personal Property Management (PPM).

Service Deliverables:

The service should be finished by September 30, 2022.

Administration:

Contracting Officer's Representative (COR)

Chayut Pakdichokehirun

USAID/RDMA

Executive Office/Property Management, 25th Floor Athenee Tower

63 Wireless Road, Pathumwan, Bangkok 10330

V. Payment Schedules

Partial payments are authorized per completed phrase/deliverables after receipt of a valid invoice and report of inspection and acceptance by the COR.

First payment: after deliverable of smoke detector removal and sprinkler installation.

Final Payment: after deliverable of air conditioning ratification.

IV. Quotation Instructions**A. Technical Quotation**

The offeror shall include in the technical portion of the quotation:

- A brief summary of the installation and proposed outcomes.
- A draft working schedule for the whole project based on the project schedules identified in section III in this scope of work. (Maximum one page)
- Demonstrated past experience of the offerer performing the maintenance-related work both for USG and other private sectors. (Maximum one page)

B. Price Quotation

Total firm fixed price quotation – be sure to consider all costs associated including but not limited to, preparation of material, services, installation, and transportation of material.

V. Selection Criteria

Detailed Technical Proposal	40%
• Past Performance	30%
• Price Proposal	30%

All interested parties must submit a detailed proposal along with documentation that demonstrates previous successful completion of similar services. This could include letters of recommendations, appreciation or other evidence of vendor capability from previous customers.

The USAID Contracting Officer will select the successful contractor using a Best Value approach, both technical and price factors included. The Contracting Officer, at the Government's discretion, may enter into negotiations with one or more offerors to discuss improvements in the proposal and cost deduction. Upon successful negotiation with the vendor, a purchase order will be issued, and a lump sum payment made upon acceptance of all deliverables and within 30 days of receipt of invoice.

PURCHASE ORDER CLAUSES

This purchase order incorporates one or more 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/these address(es):

<https://acquisition.gov/far>
<http://www.usaid.gov>

- Federal Acquisition Regulation (FAR) at <http://www.acquisition.gov/far/>
- USAID Acquisition and Assistance Policy Directives (AAPDS) and Contract Information Bulletins (CIBS) at <https://www.usaid.gov/work-usaid/aapds-cibs/>
- USAID Acquisition and Assistance Policy Directive (AAPD 16-02) Revised on Clauses and special contract requirements for facilities access, security, and information technology (IT) at <https://www.usaid.gov/work-usaid/aapds-cibs/aapd-16-02-revision2>
- [AAPD 21-04 Revision 1](#): EXECUTIVE ORDER 14042 ON ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL AWARDS (FAR Deviation No. M-OAA-DEV-FAR-22-01c)

A.1 EXECUTIVE ORDER ON TERRORISM FINANCING

The Contractor/Recipient is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the contractor/recipient to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts/subawards issued under this contract/agreement.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

I.1 NOTICE LISTING CLAUSES INCORPORATED BY REFERENCE

The following clauses are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" contained in this document. FAR 52.252-2 contains the internet address for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.203-3	GRATUITIES	Apr-1984
52.204-24	REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT	NOV 2021
52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS	NOV 2021
52.204-26	COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES REPRESENTATION	OCT 2020
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	Feb-1997
52.222-42	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES	May-2014
52.222-55	MINIMUM WAGES UNDER EXECUTIVE ORDER 13658	JAN 2022
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (IBR) PRESCRIPTION AT FAR SUBPART 23.1105	June-2020
52.225-13	RESTRICTION ON CERTAIN FOREIGN PURCHASES – CERTIFICATION (IBR) PRESCRIPTION AT FAR SUBPART 25.1103	Feb 2021
52.232-23	ASSIGNMENT OF CLAIMS	May-2014
52.233-1	DISPUTES	May-2014
52.233-3	PROTEST AFTER AWARD (IBR) PRESCRIPTION AT FAR SUBPART 33.106(B)	Aug-1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (IBR) PRESCRIPTION AT FAR SUBPART 33.215(B)	Oct-2004
52.237-1	SITE VISIT	Apr-1984
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	Apr-1984
52.243-1	CHANGES--FIXED PRICE	Aug-1987

52.244-6	ALTERNATE I (APR 1984) SUBCONTRACTS FOR COMMERCIAL ITEMS (IBR) PRESCRIPTION AT FAR 44.403 (NOTE: REQUIRED FOR SOLICITATIONS AND CONTRACTS FOR OTHER THAN COMMERCIAL ITEMS.)	JAN-2022
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II. A.I.D. ACQUISITION REGULATION (48 CFR CHAPTER 7) CLAUSES

NUMBER	TITLE	DATE
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.228-70	MEDICAL EVACUATION (MEDVAC) SERVICES	JUL 2007
752.7006	NOTICES	APR 1984
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984
752.7013	CONTRACTOR-MISSION RELATIONSHIPS	OCT 1989
752.7025	APPROVALS	APR 1984
752.7027	PERSONNEL	DEC 1990
752.7029	POST PRIVILEGES	JUL 1993
752.7033	PHYSICAL FITNESS	JUL 1997
752.7035	PUBLIC NOTICES	DEC 1991

III. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) FULL TEXT CLAUSES

III.1 52.213-2 INVOICES (APR 1984)

The Contractor's invoices must be submitted before payment can be made. The Contractor will be paid on the basis of the invoice, which must state (a) the starting and ending dates of the subscription delivery, and (b) either that orders have been placed in effect for the addressees required, or that the orders will be placed in effect upon receipt of payment.

III.2 52.213-4 TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (JAN 2022)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(ii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

(iii) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(iv) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).

(v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vi) 52.222-26, Equal Opportunity (*Sept* 2016) (E.O.11246).

(vii) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(viii) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C.3553).

(ix) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub.L.108-77, 108-78 (19 U.S.C. 3805 note)).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

- (ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).
- (iii) 52.232-11, Extras (Apr 1984).
- (iv) 52.232-25, Prompt Payment (Jan 2017).
- (v) 52.232-39, Unenforceability of Unauthorized Obligations (Jun 2013).
- (vi) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Nov 2021).
- (vii) 52.233-1, Disputes (May 2014).
- (viii) 52.244-6, Subcontracts for Commercial Products and Commercial Services (Jan 2022).
- (ix) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020)(Pub. L. 109-282) (31 U.S.C. 6101 note) (Applies to contracts valued at or above the threshold specified in FAR 4.1403(a) on the date of award of this contract).

(ii) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2022) (E.O. 13126) (Applies to contracts for supplies exceeding the micro-purchase threshold, as defined in FAR 2.101 on the date of award of this contract).

(iii) 52.222-20, Contracts for Materials, Supplies, Articles, and Equipment., Contracts for Materials, Supplies, Articles, and Equipment (Jun 2020) (41 U.S.C.chapter 65) (Applies to supply contracts over the threshold specified in FAR 22.602 on the date of award of this contract, in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iv) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212) (Applies to contracts valued at or above the threshold specified in FAR 22.1303(a) on the date of award of this contract).

(v) 52.222-36, Equal Employment for Workers with Disabilities (Jun 2020) (29 U.S.C. 793) (Applies to contracts over the threshold specified in FAR 22.1408(a) on the date of award of this contract, unless the work is to be performed outside the United States by employees recruited outside the United States). (For purposes of this clause, "United States" includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(vi) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212) (Applies to contracts valued at or above the threshold specified in FAR 22.1303(a) on the date of award of this contract).

(vii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67)
(Applies to service contracts over \$2,500 that are subject to the Service Contract Labor Standards statute and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer Continental Shelf).

(viii)

(A) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627)
(Applies to all solicitations and contracts).

(B) Alternate I (Mar 2015) (Applies if the Contracting Officer has filled in the following information with regard to applicable directives or notices: Document title(s), source for obtaining document(s), and contract performance location outside the United States to which the document applies).

(ix) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States (the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, and the outer Continental Shelf as defined in the Outer Continental Shelf Lands Act (43 U.S.C. 1331, *et seq.*))).

(x) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706)
(Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States (the 50 States and the District of Columbia.))

(xi) 52.223-5, Pollution Prevention and Right-to-Know Information (May 2011) (E.O. 13423) (Applies to services performed on Federal facilities).

(xii) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693)(applies to contracts for products as prescribed at FAR 23.804(a)(1)).

(xiii) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693) (Applies to maintenance, service, repair, or disposal of refrigeration equipment and air conditioners).

(xiv) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) (42 U.S.C. 8259b) (Unless exempt pursuant to 23.204, applies to contracts when energy-consuming products listed in the ENERGY STAR® Program or Federal Energy Management Program (FEMP)) will be-

(A) Delivered;

(B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(C) Furnished by the Contractor for use by the Government; or

(D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance).

(xv) 52.223-20, Aerosols (Jun 2016) (E.O. 13693) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons as a propellant or as a solvent; or contracts for maintenance or repair of electronic or mechanical devices).

(xvi) 52.223-21, Foams (Jun 2016) (E.O. 13693) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons as a foam blowing agent; or contracts for construction of buildings or facilities).

(xvii) 52.225-1, Buy American-Supplies (Nov 2021) (41 U.S.C. chapter 67) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold, as defined in FAR 2.101 on the date of award of this contract, and the acquisition-

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000).

(xviii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations., Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792) (Applies to contracts greater than the threshold specified in FAR 26.404 on the date of award of this contract, that provide for the provision, the service, or the sale of food in the United States).

(xix) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct 2013)(Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the System for Award Management (SAM) as its source of EFT information).

(xx) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (Applies when the payment will be made by EFT and the payment office does not use the SAM database as its source of EFT information).

(xxi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305)(Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d)).

(2) Listed below are additional clauses that may apply:

(i) 52.204-21, Basic Safeguarding of Covered Contractor Information Systems (Nov 2021) (Applies to contracts when the contractor or a subcontractor at any tier may have Federal contract information residing in or transiting through its information system.)

(ii) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Nov 2021) (Applies to contracts over the threshold specified in FAR 9.405-2(b) on the date of award of this contract).

(iii) 52.211-17, Delivery of Excess Quantities (*Sept 1989*) (Applies to fixed-price supplies).

(iv) 52.247-29, F.o.b. Origin (Feb 2006) (Applies to supplies if delivery is f.o.b. origin).

(v) 52.247-34, F.o.b. Destination (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) *FAR 52.252-2, Clauses Incorporated by Reference (Feb 1998)*. This contract incorporates one or more 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/these address(es):

<https://acquisition.gov/far>

(d) *Inspection/Acceptance*. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights-

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) *Termination for cause*. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate

assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

III.3 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more 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/these address(es): <https://acquisition.gov/far>

III.4 AIDAR 752.7009 MARKING (JAN 1993)

(a) It is USAID policy that USAID-financed commodities and shipping containers, and project construction sites and other project locations be suitably marked with the USAID emblem. Shipping containers are also to be marked with the last five digits of the USAID financing document number. As a general rule, marking is not required for raw materials shipped in bulk (such as coal, grain, etc.), or for semi finished products which are not packaged.

(b) Specific guidance on marking requirements should be obtained prior to procurement of commodities to be shipped, and as early as possible for project construction sites and other project locations. This guidance will be provided through the cognizant technical office indicated on the cover page of this contract, or by the Mission Director in the Cooperating Country to which commodities are being shipped, or in which the project site is located.

(c) Authority to waive marking requirements is vested with the Regional Assistant Administrators, and with Mission Directors.

(d) A copy of any specific marking instructions or waivers from marking requirements is to be sent to the Contracting Officer; the original should be retained by the Contractor.