



REQUEST FOR QUOTATION (RFQ)

A. RFQ no. and Date:	2024-015 – August 27, 2024
B. Subject:	ARTC Audio Visual System Upgrade/Refresh Project
C. Issuing Office/Section:	USAID RDMA, Regional Executive Office 25th Fl, Athenee Tower 63 Wireless Road, Bangkok 10330, Thailand
D. Closing date for receipt of proposal:	September 2, 2024 – (5pm, Bangkok Time)
E. Type of Award:	Fixed Price – Purchase Order (PO)
F. Basis for Award:	Soliciting competition, evaluation of proposals or offers, award and documentation (FAR Part 13.106), AIDAR 706.302-70(b)(2)

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 quotations of the services specified below. This is to support the operation of ARTC - USAID/RDMA, Bangkok Thailand.

Proposal submission and questions regarding this Request for Quotation (RFQ) 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 comply with all Unique Entity Identifier (UEI) and System for Award Management (SAM) requirements before an award can be made.** Information on obtaining a Unique Entity Identifier (UEI) can be found at: www.sam.gov. 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 on that website. Prospective offerors are encouraged to register in SAM prior to the submittal of proposals.

Asia Regional Training Center, United States Agency for International Development (ARTC/USAID) Audio Visual System Upgrade/Refresh

1. Background

The Asia Regional Training Center, United States Agency for International Development, Regional Development Mission for Asia (USAID/ARTC), located in Bangkok, Thailand, plans to upgrade/refresh the existing Audio-Visual (AV) system for its office space at Athenee Tower, Wireless Road, Pathumwan, Bangkok, 10330 Thailand.

The general concept for the AV system upgrade/refresh is to provide a robust system for presentations, meetings, and video-conferencing for USAID/ARTC meeting rooms. Where possible, the existing equipment and technology should be used. Below are the meeting rooms planned for this project:

- 31st Floor – Saigon, Mandalay, Beijing, and Chiang Mai meeting rooms

Existing Government-Owned Equipment

- AV System - Saigon room
 - Four (4) Tannoy CVS6 ceiling speakers (4 units)
 - Laser HD projector
 - Two (2) motorized shades & blinds
 - Motorized Projector Screen

- TrueVision - Cable TV system
 - Microsoft Windows workstation with 3.5 mm. audio/HDMI port
 - Lighting system control via Clipsal C-BUS lighting controller
 - Power-Amp: QSC (GX3, ISA300Ti)
 - Two (2) Digital wireless microphones
- AV System - Mandalay and Beijing rooms
 - Ten (10) Tannoy CVS6 ceiling speakers (4 units)
 - The Laser HD projector in Mandalay and Beijing room
 - Two (2) motorized shades & blinds
 - Motorized Projector Screen
 - Two (2) 43" LED TVs in Beijing room
 - TrueVision - Cable TV system
 - Microsoft Windows workstation with 3.5 mm. audio/HDMI port
 - Lighting system control via Clipsal C-BUS lighting controller
 - Power-Amp: QSC (GX3, ISA300Ti)
 - Eight (8) Digital wireless microphones
- AV System - Chiang Mai room
 - Four (4) Tannoy CVS6 ceiling speakers (4 units)
 - Laser HD projector in Mandalay and Beijing room
 - Two (2) motorized shades & blinds
 - Motorized Projector Screen
 - Microsoft Windows workstation with 3.5 mm. audio/HDMI port
 - Lighting system control via Clipsal C-BUS lighting controller
 - Power-Amp: QSC (GX3, ISA300Ti)
 - Two (2) Digital wireless microphones

2. Statement of Work (SOW)

The contractor shall provide all resources necessary for meeting room AV system upgrades to the USAID/ARTC. The upgrade/refresh shall include designing and integrating the AV system of the new and existing government-owned equipment, purchasing additional AV equipment, installation of new and existing government-owned equipment, and all other work as specified within this scope.

Deliverables/Service Requirements

2.1 Equipment replacement requirements

- The contractor shall install new audio cables and use shielded audio cables for the existing wiring of the ceiling speakers in all meeting rooms when required.
- The contractor shall install and use the shielded twisted pair cables for the existing AV equipment. The cable grounding system must be in place to prevent noise, hum, and electromagnetic interference into the AV system.
- The contractor shall install/replace the CAT6 cables for a more stable connection in the AV system when required.
- The contractor shall install the online or double-conversion UPS system at all AV racks to maintain the power source from electrical outages and prevent electrical surges, power sag, or signal anomalies.

Mandalay and Beijing meeting rooms

- The contractor shall install the audio visual (AV) control unit to manage two meeting rooms in two (2) different room's configurations which include:

i. Standalone: Mandalay, Beijing

ii. Combined: Mandalay + Beijing

- The contractor shall install the AV inlet to support USAID laptops in the meeting room rooms. The AV inlet shall support the laptop HDMI, Audio In/Out (3.5mm), and USB-C interface.
- The contractor shall integrate the new AV system to interface with the existing LED Laser projector installed in the meeting room.
- The contractor shall integrate the existing ceiling speakers in the meeting room.
- The contractor shall integrate lighting controls to interface with the existing Clipsal C-BUS controllers in the meeting room.
- The contractor shall replace the existing wireless microphones with the new wireless microphones totaling eight (8) units with a rechargeable battery-pack model (four (4) units for Mandalay room and four (4) units for Beijing room).
- The contractor shall implement a central audio control unit using either Digital Signal Processor (DSP) or Digital Power Mixer in order to independently manage the handheld microphone's gain level, prevent noise feedback, and minimize sound echo in the meeting room's audio when organizing large hybrid meetings. It shall support additional audio ports for external musical instruments, e.g., guitars, keyboards, or music players, to be used in combination with the meeting room's configurations.
- The contractor shall configure the central control unit to support self-volume control for the in-room speakers. When the multiple rooms are combined, the output audio level shall be automatically balanced to deliver the same sound level to all in-room speakers.
- The contractor shall inspect the extra microphone inlets to support any additional microphones in the meeting room in order to operate the add-on microphone when the primary wireless microphone's hardware fails or during emergency issues.
- The contractor shall integrate the Cable TV signal (True Cable TV) into the AV meeting room's configuration.

- The contractor shall integrate the audio input/output ports via USB or USB-C feed from the central audio DSP to USAID computers in order to support hybrid and virtual meetings, e.g., Google meeting, Zoom, or Teams.
- The contractor shall implement the AV remote management tool that enables IT staff to remotely manage the AV system via a computer or an iPad through a private LAN or private wireless network.
- The iPad apps or computer software should be purchased by the contractor under the USAID name.

Saigon and Chiang Mai meeting room

- The contractor shall install the AV control unit to manage the meeting room.
- The contractor shall install the AV inlet to support USAID laptops in the meeting rooms. The AV inlet shall support the laptop HDMI, Audio In/Out (3.5mm), and USB-C interface.
- The contractor shall integrate the new AV system to interface with the existing LED Laser projector installed in the meeting room.
- The contractor shall integrate the existing ceiling speakers in the meeting room.
- The contractor shall integrate lighting controls to interface with the existing Clipsal C-BUS controllers in the meeting room.
- The contractor shall replace the existing wireless microphones with the new wireless microphones totaling 2 units with rechargeable battery-pack model.
- The contractor shall implement a central audio control unit using either Digital Signal Processor (DSP) or Digital Power Mixer in order to independently manage the handheld microphone's gain level, prevent noise feedback, and minimize sound echo in the meeting room's audio when organizing large hybrid meetings. It shall support the additional audio ports for external musical instruments, e.g. guitars, keyboard, or music player to be used in combination with the meeting room's configurations.
- The contractor shall configure the central control unit to support self-volume control for the in-room speakers. When the multiple rooms are combined, the output audio level shall be automatically balanced to deliver the same sound level to all in-room speakers.
- The contractor shall inspect the extra microphone inlets to support any additional microphones in the meeting room in order to operate the add-on microphone during emergency or when its primary wireless microphone's hardware fails.
- The contractor shall integrate the Cable TV signal (True Cable TV) into the AV meeting room's configuration.
- The contractor shall integrate the audio input/output ports via USB or USB-C feed from the central audio DSP to USAID computers in order to support hybrid and virtual meetings, e.g., Google meeting, Zoom, or Teams.
- The contractor shall implement the AV remote management tool that enables IT staff to remotely manage the AV system via a computer or an iPad through a private LAN or private wireless network.

2.2 Testing and Training

- The contractor shall provide formal in-person training to USAID personnel on the proper operation and maintenance procedures of all equipment.
- This training instruction shall be formalized and documented in the form of an electronic (pdf format) report, submitted to the USAID Activity Manager of this award

2.3 Inspection, Commissioning, and Warranty

- The contractor shall be responsible for any countermeasures or corrective action, within the scope of this contract as a result of such inspection.
- The contractor shall provide a warrant for all the work completed under this contract for two (2) years. The effective warranty start date shall begin after the successful completion of final commissioning at the site with the acceptance of work completion by the USAID Activity Manager.

Project Administration

The Activity Manager of this Project is,

Tawatchai Chaipimansri

USAID/RDMA

Regional Executive Office/Information Technology,

25th Floor Athenee Tower

63 Wireless Road, Pathumwan, Bangkok 10330

- **Safety & Fire Protection:** Powered equipment must be in good condition. Electrical and other utility connections must be properly made. If any personnel are injured, the contractor is solely responsible for such injury. During installation, the contractor shall comply with fire safety practices as outlined in Athenee Tower's guidelines and local fire protection codes.
- **Building Codes & Equipment Protection:** Perform all work in accordance with the Building Codes of Bangkok. The Contractor shall protect the work as it proceeds, protect the area, which is next to the installation area, and protect the materials and components from damage and deterioration.
- **Access to the work site:** The contractor shall receive permission from the Athenee Tower Facilities Manager and USAID's Activity Manager or any officer authorized by USAID's Activity Manager to have access to the work during the execution of work.

- Meetings: The contractor may request a meeting (either on-site or off-site) to clarify any part of this contract. The contractor's project manager, Contractor's superintendent, COR, and other required persons will normally attend.

2.4 Working hours & vetting requirements

The contractor shall be bound by the working hours customarily observed by USAID. Specific time permitted will be notified by the Activity Manager or any officer authorized by the Activity Manager.

Security regulations require a name list of all workers to be submitted to the Activity Manager or any officer authorized by the Activity Manager one (1) week in advance. Workers must have the same ID cards to enter the compound.

Security regulations require vehicle make type, color, and license number for vehicles to enter the compound daily to be submitted to the Activity Manager or any officer authorized by the Activity Manager 48 hours in advance.

All work performed will be under the observation of the Activity Manager or any officer authorized by the Activity Manager. The Activity Manager or any officer authorized by the Activity Manager will normally assign an escort to observe the day-to-day activities of the contractor. Working hours must be approved at least two working days in advance to ensure the availability of the required escort.

Permit from Authority and Work with third parties:

The contractor shall be responsible for necessary applications to execute the works, the negotiations with the neighborhood, and temporary water and electric supply. All these expenses shall be included in the estimation. The contractor shall be responsible for the necessary procedure and permit which is required to complete the works. The contractor is expected to cooperate with the third party employed by the Employer on site and allow for a reasonable cost for schedule and safety coordination.

Contractor Personnel:

Criminal Background Checks – Upon receiving the award, the contractor is responsible for obtaining and submitting official criminal background check reports for each individual planning to work onsite.

The police certificates must be submitted to the Activity Manager 7 days prior to performing the work.

Below is direction on how the contractor may request Police Name Check and Fingerprint certificates:

- Required Documents: Police Certificate
- Company Cover Letter
- Name Check Form

- Copy of ID Card with signature

Required Documents:

- Fingerprint Certificate
- Company Cover Letter
- Original Thai Identification Card or Passport

Additional information regarding the process to request a police certificate can be located on the following websites:

Police Certificate Website: <http://www.criminal.police.go.th/>

Telephone Numbers: 02-205-1247 & 02-205-2390

Fingerprint Certificate Website: <http://www.criminal.police.go.th/documentfiles.php>

Telephone Numbers: 02-205-2200 & 02-205-2201

These background checks may be obtained at the Criminal Records Division Building 7, Royal Thai Police, Bangkok. The contractor shall provide documents to the Activity Manager.

Royal Thai Police Criminal Division North - Building 7 Rama 1 Road., Pathumwan, Bangkok 10330 Tel : 02-205-1315

3. Expected period of performance:

- 12 months from contract award date

4. Site Survey:

- The site survey is a process requirement and contractors must participate.
- The survey will be at Athenee Tower, 31st floor, 63 Wireless Rd., Lumpini, Pathumwan Bangkok 10330, Thailand.
- Not more than 4 people per contractor.
- No audio recordings are allowed. Photo is allowed on the specific and relevant to the project with a limited number of visual recordings.
- As built-plans are available upon request and shall be relevant to the project during the site survey.

5. Payment Schedules

- Partial payments are authorized per completed phase/deliverables after receipt of a valid invoice and report of inspection and acceptance by the USAID Activity Manager.
- Payment: Payment made upon acceptance of the deliverables and within 30 days of receipt of the invoice.

6. Contractor Qualifications and Requirements

- Must provide proof of having at least 10 years of direct experience in the installation of AV systems and satisfactory job reference on bidding proposals.
- Provide the services of a qualified factory-trained manufacturer’s representative to assist installation and start-up of the equipment specified under the contract.
- Provide a project coordinator on-site during the project development, simulation test, transition, and testing & commissioning.

7. Quotation Instructions

7.1 Technical Quotation

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

- The Contractor must include specifications for the materials and a sample of each material (as required) along with the quotation, and submit works as specified in this Scope of Work (SOW).
- Submit the proposed AV design/drawings.

7.2 Price Quotation

Total firm fixed price quotation

The Contractor shall include materials and labor to complete all work specified in the scope of work required under this purchase order for the following firm fixed price and within the time specified. The prices listed below shall include all labor, materials, insurance, overhead, profit, transportation, and all expenses, such as the admin fee, fit-out deposit, and relevant insurance as per Appendix III - Procedures and fees according to the building’s regulations stated in The Tenant Guidebook.

Description	Quantity	Unit Price	Total Price
Item 1	1 sum.	_____	_____
Item 2	1 sum.	_____	_____
Item 3	1 sum.	_____	_____
Item x...	1 sum.	_____	_____
Miscellaneous work	1 sum.	_____	_____
Installation Fee	1 sum.	_____	_____
Overhead	1 sum.	_____	_____

Profit	1 sum.	_____	_____
DBA Insurance	1 sum.	_____	_____

Total Contract Price:	_____ (Paid in Thai Baht)
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The above items are price summaries. Details of price shall be submitted in the form of a Bill of Quantity (BOQ) to cover all items listed. The BOQ consists of descriptions, quantities, and unit prices of materials, and labor. Cost of labor may be submitted in either Unit Price or Lump Sum.

VALUE ADDED TAX (VAT)

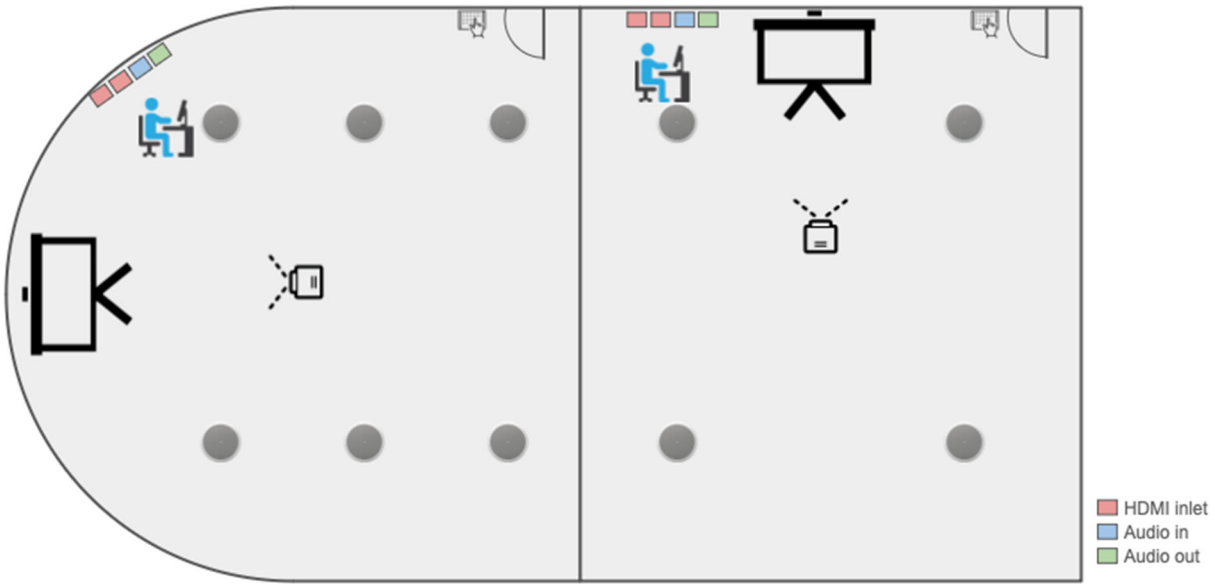
The Government will not reimburse the Contractor for VAT under this contract. The Contractor shall not include a line for VAT on Invoices as the U.S. Embassy has a tax exemption certificate with the host government. VAT Exemption document will be processed through the Ministry of Foreign Affairs for the order which has the total price excludes VAT at or more than 5,000 THB for local VAT registered contractors under Section 82/3 of the Thai Revenue Code only. The contractor will receive the document within 150 days after submitting the invoice.

8. Selection Criteria

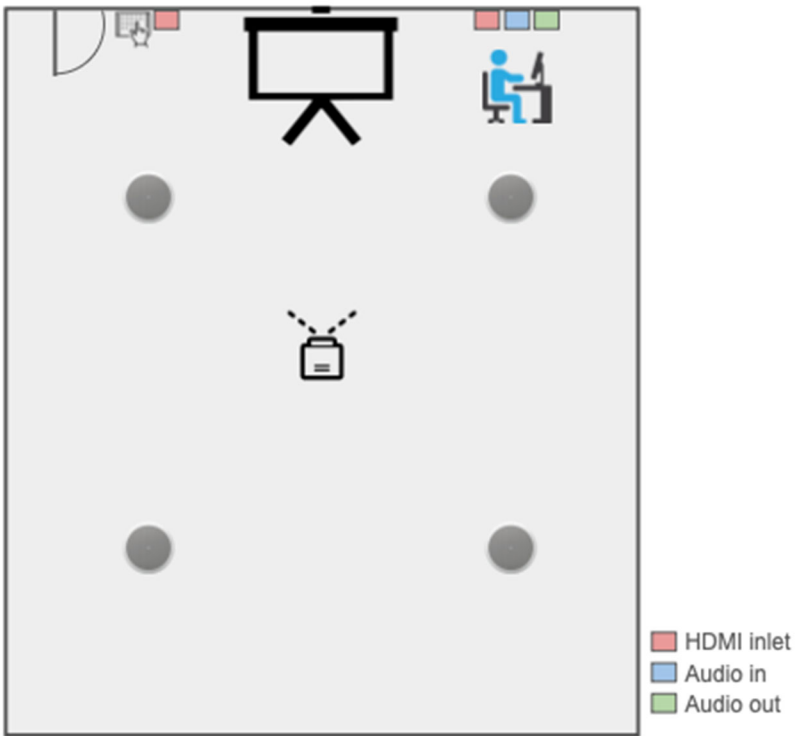
- Detailed Technical Proposal: **60%**
- Price Quotation: **40%**

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.

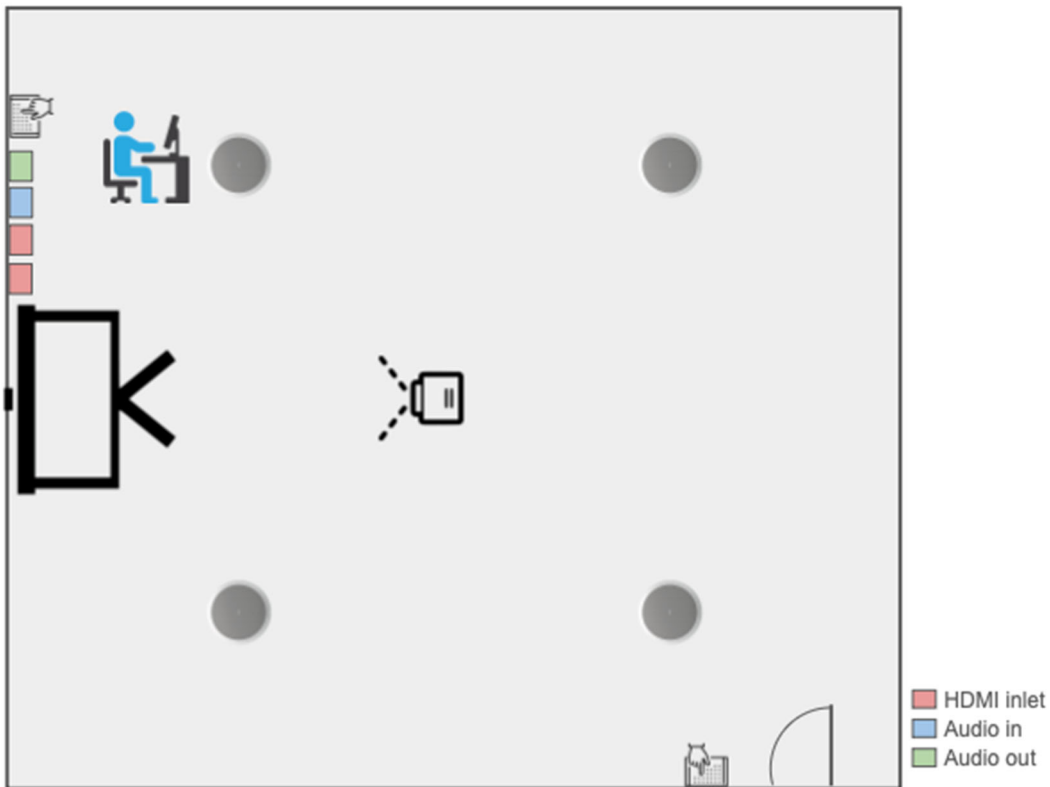
Layout of Mandalay and Beijing meeting room



Layout of Saigon meeting room



Layout of Chaing Mai meeting room



A. EXECUTIVE ORDER ON TERRORISM FINANCING (MARCH 2002)

The Contractor 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 clause must be included in all subcontracts/subawards issued under this contract.

C. PURCHASE ORDER CLAUSES INCORPORATED BY REFERENCE

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):

- Federal Acquisition Regulation (FAR) at <http://www.acquisition.gov/far/>
- USAID Acquisition Regulation (AIDAR) at <https://www.acquisition.gov/aidar>
- 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>

D. 752.252-2 AIDAR CLAUSES INCORPORATED BY REFERENCE (MAR 2015)

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 all AIDAR solicitation provisions and contract clauses is contained in the Code of Federal Regulations (CFR) located at 48 CFR chapter 7.

NUMBER	TITLE	DATE
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.228-70	MEDICAL EVAUCATION (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

E. FAR 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.

F. FAR 52.213-4 TERMS AND CONDITIONS – SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL PRODUCTS AND SERVICES).

- 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. [52.204-27](#), Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328), unless the agency grants an exception - see paragraph (b) of 52.204-27.
- v. [52.222-3](#), Convict Labor (JUN 2003) (E.O.11755).
- vi. [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).
- vii. [52.222-26](#), Equal Opportunity (Sep 2016) (E.O.11246).
- viii. [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).
- ix. [52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) ([31 U.S.C. 3903](#) and [10 U.S.C. 3801](#)).
- x. [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C.3553](#)).
- xi. [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) ([Pub. L. 108-77](#) and 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. [52.233-1](#), Disputes (MAY 2014).
- vii. [52.244-6](#), Subcontracts for Commercial Products and Commercial Services (JUN 2023).
- viii. [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 (DEC 2022) (E.O. 13126) (Applies to contracts for supplies exceeding the micro-purchase threshold, as defined in [2.101](#) on the date of award of this contract).
- iii. [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).
- iv. [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).
- v. [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).
- vi. [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)).
- vii. [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).
- viii. [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).

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).

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://www.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 post acceptance 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.

G. 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.