COMBINED SYNOPSIS/SOLICITATION
RFQ SKU20016Q0028

DESCRIPTION
This is a COMBINED SYNOPSIS/SOLICITATION for commercial items prepared in accordance with the information in FAR Subpart 12.6, using Simplified Acquisition Procedures found at FAR Subpart 13.5 and as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; quotes are being requested and a written solicitation will not be issued. This is not to be construed as a commitment by the Government. All information is to be submitted at no cost to the Government .

NOTICE TO OFFEROR(S)/SUPPLIER(S)
The Government reserves the right to cancel this solicitation, either before or after the closing date. In the event the Government cancels this solicitation, the Government has no obligation to reimburse an offeror for any costs. The place of performance for this RFQ is American Embassy Kuwait.

Solicitation SKU20016Q0028 is issued as a Request for Quotation to obtain services from a responsible contractor to provide services - PROJECT: Replace damaged pavers and garden lights in the Embassy Compound as per:
Attachment A (Statement of Work)
Attachment B (POSHO Office – Contractor's General Responsibilities).

It is anticipated that the range in price of this project will be less than US$ 25,000

A site visit is scheduled on August 29, 2016 at 11:30am Kuwait local time for prospective offerors to inspect the site/location. Refer to page 7 for instructions

Question Submission: Interested offerors must submit any questions concerning this solicitation by email to the above mentioned POCs no later than August 31, 2016 to enable the Embassy to respond. Questions and answers will be posted in Embassy Website: http://kuwait.usembassy.gov/contract_solicitations2.html

Proposal Submissions: Quotes are due by September 08, 2016 at 2:00 p.m. Kuwait local time.

All quotes must be clearly marked with the RFQ Number SKU20016Q0028, and include a separate price per each project listed. Contractors are responsible for verifying receipt of their quotes to the designated location before the specified due date and time.

Quote Submission:

1. By Email: Quotes, together with the signed amendment(s), if applicable, must be submitted electronically to: KuwaitProcurement@state.gov; and/or

2. Hard Copy: Quotes, together with the signed amendment(s), if applicable, must be submitted to American Embassy Kuwait, front gate.

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SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

			1. REQUISITION NUMBER PR# 5568061	PAGE 1 OF 1 of 20
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER SKU20016Q0028	6. SOLICITATION ISSUE DATE Aug 18, 2016
7. FOR SOLICITATION INFORMATION CALL: ▶	a. NAME Zeyad I. Qishawi		b. TELEPHONE NUMBER(No collect calls) 965-2259-1234	8. OFFER DUE DATE/ LOCAL TIME Kuwait Sept 08, 2016 @ 2:00pm

9. ISSUED BY — CODE

American Embassy Kuwait
General Services Office
Procurement Office

10. THIS ACQUISITION IS
- ☒ UNRESTRICTED OR
- ☐ SET ASIDE:____ % FOR:
- ☐ SMALL BUSINESS
- ☐ WOMEN-OWNED SMALL BUSINESS
- ☐ HUBZONE SMALL BUSINESS
- ☐ (WOSB) ELLIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS:
- ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
- ☐ EDWOSB
- ☐ 8 (A)

SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
☐ SEE SCHEDULE

12. DISCOUNT TERMS

☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
☒ RFQ ☐ IFB ☐ RFP

15. DELIVER TO — CODE
American Embassy Kuwait
KuwaitProcurement@state.gov

16. ADMINISTERED BY — CODE
AMERICAN EMBASSY, KUWAIT
GENERAL SERVICES OFFICE
MASJID AL AQSA STREET, BAYAN KUWAIT

17a. CONTRACTOR/ OFFERER — CODE — FACILITY CODE

TELEPHONE NO.

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY — CODE
Budget and Fiscal Office
American Embassy Kuwait

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	- Replace damaged pavers and garden lights in the Embassy Compound. *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*

☒ 27a.SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED

☐ 27b.CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED

☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _1__ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

☐ 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or print)* — 30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(Type or print)* — 31c. DATE SIGNED

STANDARD FORM 1449 (REV. 02/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER
38. S/R ACCOUNT NO.	39. S/R VOUCHER NO.	40. PAID BY		

41.a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41C. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

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Attachment A - Statement of Work (SOW)
Attachment B - POSHO - CONTRACTOR'S GENERAL RESPONSIBILITIES..

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1. Project:
   PROJECT: Replace damaged pavers and garden lights in the Embassy Compound

2. Contract Type:

The Government intends to award a firm fixed-price commercial items purchase order based on the lowest priced, technically acceptable offer which confirms to the solicitation.

3. Statement of Work (SOW):

See Attachment "A".

4. Place of Delivery and Installation

American Embassy, Masjid Al Aqsa Street, Bayan, Kuwait

5. Safety Instructions

See Attachment "B".

6. Payment Instructions

Invoice Payment: Payment will be made via Electronic Fund Transfer (EFT) in accordance with Federal Acquisition Regulation FAR 32.9 "Prompt Payment".

To avoid possible delay in payment, please ensure the invoice:

a) Is correctly addressed;
b) Reference the correct solicitation number (see block # 5 on Form 1449);
c) Provide complete bank details

7. Warranty

As indicated in the Scope of Work.

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SECTION II CLAUSES

This This Request for Quotation 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: https://www.acquisition.gov/far

DOSAR clauses may be accessed at: http://www.statebuy.state.gov/dosar/dosartoc.htm

FAR 52.212-1	Instructions of Offerors-Commercial Items;
FAR 52.212-2	Evaluation-Commercial Items filled in as follows: "price";
FAR 52.212-3	Offeror Representations and Certifications-Commercial Items (INCLUDE A COMPLETED COPY WITH QUOTE OR COMPLETE ONLINE AT https://www.sam.gov/ ;
FAR 52.212-4	Contract Terms and Conditions-Commercial Items;
FAR 52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items;
FAR 52.222-3,	Convict Labor (June 2003) (E.O. 11755).
FAR 52.222-50,	Combating Trafficking in Persons
FAR 52.223-18,	Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).
FAR 52.225-13,	Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
FAR 52.232-29,	Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).
FAR 52.232-33	Payment by Electronic Funds Transfer - System for award management.
FAR 52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JULY 2013)
FAR 52.228-3	Workers' Compensation Insurance (Defense Base Act) (Jul 2014)
FAR 52.228-4	Workers' Compensation and War-Hazard Insurance Overseas. (April 1984)
FAR 52.228-5	Insurance—Work on a Government Installation
FAR 52.236-27	SITE VISIT
DOSAR 652.204-70	DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE (MAY 2011)
DOSAR 652.228-71	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT) SERVICES (FEB 2015)
DOSAR 652.229-71	PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)
DOSAR 652.243-70	NOTICES (AUG 1999)
DOSAR 652.232-70	PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (AUG 1999)
DOSAR 652.242-73	AUTHORIZATION AND PERFORMANCE (AUG 1999)
FAR 52.243-5	Changes and Changed Conditions. (April 1984)

C. 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed. (Due to security checks, all participating personnel should arrive early for the site visit).

(b) A site visit has been scheduled for August 29, 2016 at 11:30am.

(c) Participants will meet at the U.S. Embassy, Bayan, Kuwait, front gate reception area.

Note: All companies interested to participate in the site visit, should send and meet the following requirements NO later than August 24, 2016. All documents received will be screened and any request for the site visit that does not meet these requirements won't be granted access.

- Maximum two (2) persons per company.
- Proof of work/residence permit (passport copy and/or civil ID copy)
- NO access will be granted for participants that have Article/title 20 (domestic Helper), Article/title 22 (dependents), or visit visa.
- Access will be granted to only those who have a valid work residence permit Article/title 18 and company owner/share holder.

Offerors should contact/send all details to the following to make appropriate arrangements.

James Pinto – Purchasing Agent – email: PintoJG@state.gov
Norbert Dsouza – Purchasing Agent – email: DsouzaHN@state.gov
Tel: 2259-1214/1215, Fax: 2259-1938

D. MAGNITUDE OF CONSTRUCTION PROJECT

It is anticipated that the range in price of this contract will be less than US$ 25,000

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

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(b) The COR for this contract is the **Facilities Manager**.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

(1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That is 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) of this clause.

SECTION III PROVISIONS

Clause	Title
52.204-6	Data Universal Numbering System Number (Jul 2013)
52.204-7	System for Award Management (Jul 2013)
52.214-34	Submission of Offers in the English Language (Apr 1991)
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications (Oct 2015)

652.228-70 Defense Base Act - Covered Contractor Employees.
As prescribed in 628.309-70(a), insert the following provision:

DEFENSE BASE ACT - COVERED CONTRACTOR EMPLOYEES (FEB 2015)

(a) Bidders/offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

Category	**Yes/No**	**Number**
(1) United States citizens or residents		
(2) Individuals hired in the United States, regardless of citizenship		
(3) Local nationals or third country nationals where contract performance takes place in a country where there are no local worker's compensation laws		Local Nationals: Third Country Nationals:
(4) Local nationals or third country nationals where performance takes place in a country		Local Nationals:

where there are local worker's compensation laws		Third Country Nationals:

(b) The contracting officer has determined that for performance in the country of Kuwait -

X Worker's compensation laws exist that will cover local nationals and third country nationals.

___ Worker's compensation laws do not exist that will cover local nationals and third country nationals.

(c) If the bidder/offeror has indicated "yes" in block (a)(4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/offeror shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

(End of provision)

652.228-71 Worker's Compensation Insurance (Defense Base Act) - Services.

As prescribed in 628.309-70(b), insert the following clause:

WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT) - SERVICES (FEB 2015)

(a) This clause supplements FAR 52.228-3. For the purposes of this clause, "covered contractor employees" includes the following individuals:

(1) United States citizens or residents;

(2) Individuals hired in the United States or its possessions, regardless of citizenship; and

(3) Local nationals and third country nationals where contract performance takes place in a country where there are no local workers compensation laws.

(b) The Contractor shall procure Defense Base Act (DBA) insurance directly from a Department of Labor (DOL) approved insurance provider. Approved providers can be found at the DOL website at http://www.dol.gov/owcp/dlhwc/lscarrier.htm.

(c)(1) Section 16 of the State Basic Authorities Act (22 U.S.C. 2680a), as amended, provides that the Defense Base Act shall not apply with respect to such contracts as the Secretary of State determines are contracts with persons employed to perform work for the Department of State on an intermittent basis for not more than 90 days in a calendar year. "Persons" includes individuals hired by companies under contract with the Department. The Procurement Executive has the authority to issue the waivers for Contractor employees who work on an intermittent or short-term basis.

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(2) The Contractor shall submit waiver requests to the contracting officer. The request shall contain the following information:

(i) Contract number;

(ii) Name of Contractor;

(iii) Brief description of the services to be provided under the contract and country of performance;

(iv) Name and position title of individual(s);

(v) Nationality of individual(s) (must be U.S. citizen or U.S. resident);

(vi) Dates (or timeframe) of performance at the overseas location; and,

(vii) Evidence of alternative worker's compensation coverage for these employees (e.g., evidence that the State worker's compensation program covers workers on short-term foreign assignments).

(3) The contracting officer shall provide to the Contractor the original of the approved or disapproved document and maintain a copy in the contract file.
(End of clause)

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FAR 52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (Oct. 2015), is incorporated by reference

ADDENDUM TO 52.212-1

The Government intends to award a Firm Fixed Price Commercial Item purchase order to the contractor who submits 'lowest priced, technically acceptable' offer resulting from this solicitation, and who is determined to be a responsible contractor within the meaning of FAR Part 9, paragraph 9.104

Interested offerors are requested to submit the following Volume(s) with their proposal/quote on or before date specified for receipt.

Volume	Title	Number of Copies
I	Standard Form 1449 signed and completed **(Box 17a, 24, 30a, 30b, and 30c)**	1
II - Introduction	- Contractor Name - Name, telephone numbers and e-mail address of person(s) to be contacted for clarification or questions to the quote - Dun & Bradstreet (DUNS) Number. - Vendors must be registered in the System for Award Management (SAM) to be eligible for award for amounts exceeding US$25,000 - Provision 52.212-3 Offeror Representations and Certifications -Commercial Items applies to this solicitation. The contractor shall return a complete copy of the Offeror Representations and Certifications with their quotation; Quotes received without the completed copy of the provision at FAR 52.212-3 or completed SAM representation may be removed from consideration.	1
III – Technical	- Interested offerors are requested to provide Performance schedule in the form of a "bar chart" indicating when the various portions of the work will be commenced and completed within the required schedule. This bar chart shall be in sufficient detail to clearly show each segregable portion of work and its planned commencement and completion date. - Requirements as stated as per attachment A (Scope of Work) and attachment B (POSHO Office – Contractor's General Responsibilities for Construction Projects). - Products samples and/or specifications if requested in the SOW - Bill of Quantity & Bill of Materials if requested in the SOW. - Work plan. A plan / technical discussion proposal of how the company intends on executing the work showing that it is consistent with the scope of work - Company history/profile showing that the company perform hardscape work for at least 5 years. - Resume of superintendent/site manager - Verification that products are as listed in SOW, or providing cut sheets of major products if not specifically listed.	1

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	- Experience/Past performance - Provide a list of contracts previously performed over the past 5 years and points of contact with phone numbers for the same or similar type projects/works. Provide the following information for each contract and subcontract (1) Customer's name, address, and telephone numbers of customer's lead contract and technical personnel; (2) Contract number and type; (3) Date of the contract award place(s) of performance, and completion dates; Contract dollar value; (4) Brief description of the work, including responsibilities; and (5) Any litigation currently in process or occurring within last 5 years - Warranty period.	
IV. - Price	Price	1
GRAND TOTAL PRICE		

Quote submission method:

1. Submit the complete quotation by email to: KuwaitProcurement@state.gov , and/or
2. (hand-delivered) to the address indicated below.

U.S. Embassy
General Services Officer – Procurement Office (RFQ # SKU20016Q0028)
Masjid Al Aqsa Street, Bayan
Kuwait. Tel: 2259-1215

The Offeror/Quoter shall identify and explain/justify any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this request for quotation in the appropriate volume of the offer.

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SECTION IV EVALUATION FACTORS

52.212-2 -- Evaluation -- Commercial Items (Oct 2014)

The Government will award a contract resulting from this solicitation to the responsible offeror whose quote conforming to the solicitation will be most advantageous to the Government, price and other factors considered.

The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ. The Government will determine responsibility by analyzing whether the apparent successful quoter complies with the requirements of FAR 9.1, including:

Factor 1: Technical Capability

- Provide a brief description of how you plan to perform the work listed in the performance work statement
- Provide Schedule/Timeline for this project
- Experience/Past performance - Provide a list of contracts previously performed and points of contact with phone numbers
- 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;
- Have necessary qualified/certified personnel equipment and financial resources available to perform the work.
- Meet all local insurance requirements for all the personnel.
- All personnel/workers are under company's direct-hire sponsorship plan.
- Must have a valid DUNS number
- Must have active SAM registration to be eligible for award if amount exceeds US$25,000. If SAM is not active, the offer could be deemed unacceptable and the Contracting Officer will select the next lowest acceptable bidder with active SAM, and so on.

Factor 2: Price - Prices will be evaluated for reasonableness.

Award will be made to the quoter submitting the lowest priced technically acceptable quote.

A written notice of award or acceptance of an offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

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Attachment "A"
STATEMENT OF WORK (SOW)

Replace damaged pavers and garden lights in the Embassy Compound:

1.0 INTRODUCTION

1.1 The U.S. American Embassy in Kuwait has a requirement to obtain the Services of a Contractor to replace damaged pavers and garden lights at embassy's compound area. The contractor is required to visit the location and submit the quotation accordingly.

2.0 GENERAL REQUIREMENTS

2.1 The work shall be executed in a diligent manner in accordance with a negotiated firm fixed price and performance period. The period of performance for the project shall be 30 working days (TBD). Work shall be performed during regular office hours. The Contractor shall not have access to the building interior except with permission by the Embassy.

2.2 The Contractor shall be required to prepare his own Bill Of Quantity (BOQ) from the Site Visit and provide Dimensions of the elements at the area indicating, for example rates in Sqm or linier meter, along with a quality control schedules. These documents shall provide the necessary interfaces, coordination, and communication among the Embassy and Contractor for the delivery of the completed project.

3.0 SCOPE OF WORK:

3.1 The Contractor shall be required to prepare a price and indicate the Bill of Materials [BOM] and all product data of all materials to be used on the project. The BOM's shall list the materials in sufficient detail and specifications, so that this document can be used by the Embassy to approve the use of all materials along with presented samples.

3.2 Logistics:

- Staging/storage areas available on grounds (Limited Space availability).
- Contractor to provide all Materials, skilled labor and Equipment necessary to complete the project.

3.3 Materials and Equipment:

All Materials and equipment required for the satisfactory completion of the project shall be considered to be included and accounted for by the contractor.

3.4 Labor:

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All Labor required for the satisfactory completion of the project shall be considered to be included and accounted for by the contractor. Contractor shall ensure to supply skilled and professional labors to accomplish the project.

3.5 General Scope of Replacing the Damaged tiles and garden lights are as follows:

The general work required is outlined below and is not limited to the following:

- Replace damaged paving stones and garden lights – at Embassy's compound area.
- Provide skilled labors, all necessary support equipment and materials to remove the existing old and damaged floor paving tiles at compound area.
- Prepare the area and level the existing sand underneath the tiles, compact using electric compacting machine as needed. Supply and install new square interlocking cement tiles as approved by Embassy.
- Supply and install curb stones around the palm trees.
- The total area is approximately 600m2.
- Remove the damaged existing garden lights.
- Supply and installation of LED outdoor ground recessed light 10Watt capacity to light up the trees from the ground upwards at the Compound area for a total of sixteen (16) palm trees, two (2) lights for each tree, run new electrical wiring inside PVC conduits as needed. The installed lights shall be good quality and shall be weather proof; it has to be UL/CE certified preferably made in USA/Europe.
- Samples of pavers and lights shall be provided by the contractor for prior approval.
- Warranty:

  5 years warranty on the pavers and garden lights.
- Anything else not mentioned above but necessary to ensure a satisfactory completion of the work and in line with on site instructions received from the Embassy / CO / POSHO/authorized representatives.

3.6 Cleaning:

Clean area of work and restore all items to their existing conditions at the end of each day as long as they do not affect the next day progress. The work site shall always be kept clean and clear of obstructions as the surrounding area shall be in use and the work should pose the least impact upon the general day to day use of the property.

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4 CONTRACT ADMINISTRATION:

4.1 The Embassy does not make representations or warranties of whatsoever kind or nature, either expressed or implied, as to the quality, level of completion, accuracy, extent of compliance with the standards, codes and requirements described or referred to in this SOW, or the extent of coordination between or among the documents provided to the Contractor.

4.2 The Embassy has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The COR/FAC/POSHO Office will perform quality assurance inspections [QAI] and tests during installation to confirm the work is installed according to the SOW.

5 RESPONSIBILITY OF THE CONTRACTOR:

5.1 The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all construction and other services furnished under this contract. Prior to commencement of project, the Contractor will ensure all personnel hired for this project are formally trained and have the appropriate level of skills to perform the work required to meet acceptable industry standards. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in provided services to the satisfaction of the Embassy & Facility Management (FAC).

5.2 The Contractor shall identify a Project Site Manager who shall be responsible for the overall management of the project and shall represent the Contractor on the site during construction. The Project Site Manager shall speak English.

5.3 The Contractor is responsible for safety and shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety and similar matters. The Contractor shall promptly report all accidents resulting in lost time, disabling, or fatal injuries to the Embassy.

5.4 The Contractor shall be and remain liable to the Embassy in accordance with applicable law for all damages to the Embassy caused by the Contractor's negligent performance of any of the services furnished under this SOW.

6.0 CONSTRUCTION REQUIREMENTS

6.1 The Contractor shall be responsible for all required materials, equipment and personnel to manage, administer, and supervise the project. All workmanship shall be of good quality and performed in a skillful manner as determined by the Embassy.

6.2 All materials incorporated into the project shall be new. The Contractor shall transport and safeguard all materials and equipment required for construction.

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6.3 The Contractor shall at all times keep the work area free from accumulation of waste materials. Upon completing construction, the Contractor shall remove all temporary facilities and leave the project site in a clean and orderly condition acceptable to the Embassy. All the construction debris, trash, materials if any shall be disposed of in accordance with the local government regulations.

7.0 DELIVERABLE SCHEDULE

7.1 The Contractor shall commence work under this contract promptly, execute the work diligently, and achieve final completion including final cleanup and reinstatement disturbed structure/landscaping on the premises within the period specified.

7.2 Milestones:

Pre-construction Submittals	Within 2 days of Award
Embassy Review	1/2 days
Construction Begins	Immediately after FAC Approval
Final Cleanup Begins	3 days prior to Completion
Construction Completion	30 working days (TBD)

8.0 SECURITY

8.1 This is a non-classified project. The work to be performed under this contract requires that the Contractor identifies all employees, sub-contractors and vehicles that shall be used during the project to ensure that their named employees and the vehicles may enter the embassy compound. The list of employees and vehicles shall be submitted in advance as prescribed clause 9.

9. GENERAL INFORMAION

All work will be done during working days, Sunday to Thursday, 0830-1630, except as advised by the COR/POSHO or his authorized representatives. Some areas must be done during weekend in coordination with Facility Manager/POSHO or his authorized representatives. Work outside these hours and times will be done only with approval of the Facility Manager/POSHO or his authorized representatives. List of or workers, vehicles, equipment involved in the construction must be submitted two weeks prior to starting the project makes the necessary access pass.

Work will be done in an efficient and professional manner, using only top quality tools and materials. All work, equipment, materials, safety procedures followed by workers shall be inspected by the COR/POSHO or his authorized representatives.

10. SAFETY

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Considering the location is an open space, all required safety procedures to be followed. Please refer the safety documents attached with the solicitation document for more information. All workers must wear appropriate safety personal protective equipment to include safety shoes, safety, glasses, safety masks, head protection, body harness etc. Workers without appropriate safety gears will not be permitted to work at the embassy. Keep the work-site secured by barricading, keep the site clean during construction, and clean-up all debris and trash at the end of each workday. The contractor shall never leave power equipment unattended without disconnecting them from their power source. Tools and materials shall be inspected by the COR/POSHO or his/her authorized representatives and they are stored in a location designated by the COR/POSHO.

11. INSPECTION & ACCEPTANCE

The project and services being performed and materials/supplies used to accomplish the project will be inspected by the COR/POSHO or his authorized representatives, to determine that all the work is carried out in a satisfactory manner and that all the materials used to complete the project are acceptable quality and standard. The contractor shall be responsible to immediately remedy any unacceptable work or conditions within the scope of work of this project

END OF STATEMENT OF WORK

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Attachment B

U.S. EMBASSY-KUWAIT – FACILITIES MANAGEMENT-POSHO OFFICE CONTRACTOR'S GENERAL RESPONSIBILITIES FOR POST MANAGED CONSTRUCTION PROJECTS

Contractors must demonstrate understanding of their responsibilities under Post Managed Construction Project safety program by addressing hazards in pre-planning processes and meetings.
Prior to starting a project, each contractor is required to review the work site and identify hazards that may occur while performing the job.

Prior to starting a project, the contractor shall contact Contracting Officer or the Post Occupational Safety & Health Officer (POSHO), to ensure they have received pertinent information for the project including requirements for permits, floor plans, utility information, asbestos, lead based paint, and other hazardous materials.
Contractors must provide their employees with a safe and healthful condition of employment.

Contractors are expected to provide a "competent person" to implement Site health and safety plan and to oversee its compliance. A competent person is an individual who, by way of training and/or experience, is knowledgeable of applicable standards, is capable of identifying workplace hazards relating to the specific operation, is designated by the employer, and has authority to take appropriate actions.

The Contractor shall be responsible for the removal and/or disposal of hazardous waste generated from the project. Hazardous waste generated from the project must be removed and disposed of in accordance with the Department's Hazardous Waste Management Policy as well as local rules and regulations.

The contractor shall ensure proper safety, health and environmental requirements as applicable to their project are followed.

The contractor shall ensure individuals working at the site are trained and are aware of potential hazards. Contractors shall ensure that these individuals are provided with proper safety equipment to prevent accidental injury in accordance with the requirements of the contract.

Contractors will report accidents/mishaps to POSHO, or his authorized representative.

The contractor is required to address the following safety procedures (all or as applicable); more information on each item as necessary can be obtained from the POSHO Office; when the project is awarded; but prior to the commencement of project:

- PERSONAL PROTECTIVE EQUIPMENT
- FALL PROTECTION

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- BARRICADING & FENCING
- ELECTRICITY SAFETY
- LOCKOUT / TAGOUT
- HAND AND POWER TOOL SAFETY
- SCAFFOLDING
- TRENCHING & EXCAVATIONS
- CONFINED SPACE ENTRY
- POWERED INDUSTRIAL LIFT TRUCKS
- NOISE
- HAZARDOUS COMMUNICATIONS & WASTE MANAGEMENT
- HOT WORK PERMIT
- HANDLING OF FUEL BURNING, REFRIGERANTS & OIL CONTAINING EQUIPMENT
- LEAD BASED PAINT
- FLUORESCENT LIGHT BALLASTS
- INDOOR ENVIRONMENTAL QUALITY
- FIRE PROTECTION SYSTEM

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